CITY OF ROSEVILLE CALIFORNIA

AGENDA

September 7, 2022

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

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live on the City's website at roseville.ca.us/watch and roseville.ca.us/agenda, and the City's YouTube channel at youtube.com/CityofRosevilleCa.

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Proclamation - Constitution Week, September 17-23, 2022

Proclaim September 17 – 23, 2022 as Constitution Week and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

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

5.2. Proclamation - Prostate Cancer Awareness Month

Proclaim the month of September 2022 as Prostate Cancer Awareness Month and urge residents to acquaint themselves with the issues involved in Prostate Cancer Awareness.

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. NC-57 Dog Park Improvements Project, Phase 2 - Award of Contract and Budget Adjustment

Memo from Park Development Project Manager Ken Peterson and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 22-337 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SAENZ LANDSCAPE CONSTRUCTION COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6547 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve the award of a contract with Saenz Landscape Construction Company for $198,859 for the construction of the NC-57 Dog Park

(The Park). The Park is an existing 0.5-acre dog park site located at 1280 Antelope Creek Drive, in East Roseville. The first phase of work to construct the park was completed in 2016. Phase two amenities include a double fenced and gated entry area, an ADA accessible pathway, a drinking fountain, a dog wash station, a seating bench and planting of various native trees. A budget adjustment in the amount of $62,619, using funds from the North Central Neighborhood Park Fund, will augment the existing $178,004 currently budgeted in the project to fully fund the project including soft costs. Staff also requests approval of change orders not to exceed 10% of the contract amount. Ongoing maintenance costs for the NC-57 Dog Park Improvements Project, Phase 2, will be provided by the General Fund and is expected to be a minimal expense of approximately $5,000 annually.

CC #: 2282

File #: 0704-01 & 0201-01

CONTACT: Ken Peterson 916-746-1233 kjpeterson@roseville.ca.us

7.2. Johnson Pool House Renovation Project - Approval of Plans and Specifications and Authorize Staff to Call for Bids

Memo from Park Development Project Manager Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the plans and specifications for the Johnson Pool House Renovation Project and authorize staff to call for bids. The Johnson Pool is located on .47 acres at the intersection of Vernon Street and D Street in the Cherry Glen/Theiles Manor neighborhood. This project is the first phase of the Johnson Pool Vision Plan implementation and upgrades will provide needed accessibility improvements and code required upgrades interior to the buildings. Add alternatives, including replacement of the entry vestibule rollup doors and replacement of the entry stairs and ramp, are incorporated should the City receive competitive bids. Initial funding of $150,000 for the first phase of the project was approved in the FY2020-21 Budget. Additional grant funds of $280,000 are expected to be awarded from the Department of Housing and Urban Development's Community Development Block Grant in September 2022 for a total first phase budget of $430,000 for soft and hard costs.

CC #: 2279

File #: 0707

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

7.3. Asphalt Sealant and Filler - Annual Blanket Purchase Order

Memo from Street Maintenance Manager Jerry Dankbar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-334 APPROVING AN ANNUAL PURCHASE ORDER FOR THE PURCHASE OF ASPHALT SEALANT AND FILLER. Staff requests Council approval of an annual blanket purchase order to Crafco, Inc. for asphalt sealant and fillers for crack sealant pavement preservation. The Sourcewell cooperative purchasing contract will be used to purchase this sealant product and its initial contract period ends on October 11, 2025. After the initial contract period, the contract allows for one optional renewal year through October 11, 2026. The estimated annual City cost for asphalt materials is $250,000. Funding is included in the Public Works Street Maintenance Division

FY2022-23 budget. Pending future Council approved budgets, staff also requests authorization to continue utilizing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.
CC #: 2276

File #: 0203-13-1

CONTACT: Jerry Dankbar 916-774-5793 jdankbar@roseville.ca.us

7.4. Heating, Ventilation, and Air Conditioning Services - Contract Purchase Agreements

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-331 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ACCO ENGINEERED SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002395); and adopt RESOLUTION NO. 22-332 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002398). Staff requests Council approve contract purchase agreements with ACCO Engineering Systems, Inc. and Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy in the amount of $250,000 per contractor to provide Heating, Ventilation and Air Conditioning (HVAC) repair and replacement services on an as-needed basis. These contracts will be utilized to repair and replace aging HVAC systems that fall outside the scope of the City's current Central Services maintenance contract. (i.e. treatment plant out-buildings, pump and lift stations and well sites.) Funding will be provided from the Environmental Utilities Department's approved operations budgets. These agreements would allow four optional renewal years at one-year intervals for a combined $500,000 at the department's discretion. Staff requests authorization to utilize the optional renewal years of the contracts without further Council approvals until the contracts expire or until City staff determines that continuing with the same vendors is not in the City's best interest.

CC #: 2273

File #: 0203-07

CONTACT: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

7.5. Cirby Creek Bank Stabilization Project - Award of Contract and Budget Adjustment

Memo from Assistant Engineer Joseph Arino and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-357 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND B&M BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6551 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS

AN APPROPRIATION MEASURE. Staff requests Council approval of an agreement with B&M Builders, Inc. for the Cirby Creek Bank Stabilization Project in the amount of $245,465 to repair the erosion of the adjacent properties, reconstruct the storm drain pipe and creek outfall, and stabilize the eroding creek bank within the City's open space. Staff also requests approval of a budget adjustment in the amount of $125,000 from the Highway Users Tax Fund to fully fund project construction and provide change order authority of 15% of the contract amount or $36,820. This project is fully funded by $384,000 in Highway Users Tax funds and $20,000 in Gas Tax funds. No General Fund resources will be used for this project.

CC #: 2303

File #: 0900-04 & 0201-01

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

7.6. Custodial Services - Professional Services Agreement Amendment

Memo from Administrative Technician Darci Carpenter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-359 APPROVING A SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EMMS, INC. DBA ELITE MAINTENANCE MANAGEMENT SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the sixth amendment with EMMS, Inc. dba Elite Maintenance Management Systems to increase the contract authority by $105,084.11 to a total not-to-exceed amount of $1,170,727.62 for the five-year contract. This is the final optional renewal year for this contract. The contract increase is needed to cover increased cleaning service demand from new and existing facilities. Funding for this amendment is included in the Facility Services Fund budget for FY2022-23.

CC #: 2304

File #: 0800-04

CONTACT: Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

7.7. Microtransit Services for Roseville Transit - Contract Purchase Agreement

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-349 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SPARE LABS INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002409). Staff requests Council approve a contract purchase agreement with Spare Labs, Inc. for the implementation of Microtransit services for Roseville Transit. The three-year contract with Spare Labs Inc. is for a not-to-exceed amount of $130,504. Funding for this project will be covered by a combination of federal pandemic relief funds and Local Transportation Funds. No General Fund resources will be used for this request.

CC #: 2295

File #: 0721

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

7.8. Cybersecurity Enterprise Endpoint Detection and Response Solution – Contract Purchase Agreement

Memo from Assistant Information Technology Director Jesse Ravera and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 22-360 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EPLUS TECHNOLOGY INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002458). Staff requests Council approval of a contract purchase agreement with ePlus Technology Inc. for subscription services for Crowdstrike's Falcon Enterprise Endpoint Detection and Response Solution. This solution will provide an enterprise endpoint security system that continuously monitors end-user devices to detect and respond to cyber threats like ransomware and malware. The total amount of the agreement of $315,992.56 is included in the Information Technology Replacement Fund budget.

CC #: 2305

File #: 0800-05

CONTACT: Jesse Ravera 916-774-5125 jravera@roseville.ca.us

7.9. Managed Relay Utility Interactive Voice Response System - Contract Purchase Agreement

Memo from Utility Billing Operations Manager Andrea Blomquist and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 22-337 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SELECTRON TECHNOLOGIES INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a four-year contract purchase agreement with Selectron Technologies, Inc. for a Managed Relay Utility Interactive Voice Response System. The total cost of the four-year contract is $448,432.65. Funding for the first year of the contract of $112,108.16 is included in the FY2022-23 Utility Billing budget in the Electric and Environmental Utilities funds. Future funding will be contingent on the approval of the respective annual budgets.

CC #: 2281

File #: 0800-03

CONTACT: Andrea Blomquist 916-774-5317 ablomquist@roseville.ca.us

7.10. Software Licensing and Managed Services Support - Contract Purchase Agreement and Contract Purchase Agreement Amendment

Memo from Finance Manager List Gist and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 22-353 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WORKFORCE SOFTWARE, LLC, AND AUTHORIZING THE CITY

MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002326); and adopt RESOLUTION NO. 22-354 APPROVING CONTRACT PURCHASE AGREEMENT AMENDMENT #3, BY AND BETWEEN THE CITY OF ROSEVILLE AND WORKFORCE SOFTWARE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000521). Staff requests Council approval of a new contract purchase agreement for managed services software support for the City's timekeeping and leave management software, and an amended contract purchase agreement for software licensing with Workforce Software, LLC. The total cost of the first year of managed services support is $87,000. Funding is included in the Finance Department's FY2022-23 budget in the General Fund. The vendor proposal for the managed services agreement allows for a total of five years, including the initial contract year plus four optional renewal years. Staff requests authorization to continue renewing the contract without further Council approvals until the completion of the optional renewal years or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 2299

File #: 0200

CONTACT: Lisa Gist 916-774-5340 lgist@roseville.ca.us

Resolutions

7.11. Westfield Galleria Bus Shelter - License Agreement

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-356 APPROVING A LICENSE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE SHOPPINGTOWN LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Roseville Transit License Agreement with Roseville Shoppingtown LLC to maintain the existing bus shelters at The Westfield Galleria Mall. There is no fiscal impact with the execution of this License Agreement as the City pays a lump sum as part of the existing contract to maintain Roseville Transit’s bus stops. These stops will be added to their regular cleaning schedule at no additional cost to Roseville.

CC #: 2302

File #: 0721

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

7.12. Federal Legislative Advocacy Services - Professional Services Agreement

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council adopt RESOLUTION NO. 22-352 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE FERGUSON GROUP, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval for a professional services agreement with The Ferguson

Group for federal advocacy services. The total cost of the agreement is $90,600. The Agreement was originally executed in 2021 with an initial two-year term, however, only the expenditure for the initial year was approved. Staff requests approval of four (4) additional one (1) years renewal years of the professional services agreement without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. The total annual costs for the professional services will not exceed $90,600 per fiscal year and will be included in the Public Affairs and Communication Department's budget for each fiscal year.

CC #: 2298

File #: 0114

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

7.13. Citywide East Site Radio Communications Tower - Environmental Clearance and Acquisition and Easement Documents

Memo from Economic Development Analyst Gina McColl, Information Technology Program Manager Karl Grover, Chief Information Officer Hong Sae, and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 22-351 ADOPTING THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND) AND THE IS/MND MITIGATION MONITORING AND REPORTING PLAN (MMRP) FOR THE CITYWIDE EAST SITE RADIO COMMUNICATIONS TOWER; AND APPROVING AGREEMENTS FOR ACQUISITION OF PERMANENT AND TEMPORARY EASEMENTS. Staff requests Council adopt the Citywide East Site Radio Communications Tower Initial Study/Mitigated Negative Declaration (IS/MND) and the IS/MND Mitigation Monitoring and Reporting Plan (MMRP), and approve Agreements for Acquisition of Permanent and Temporary Easements. The project site is located at 2001 Strauch Drive and funding for the project was approved in 2015 from the Strategic Improvement Fund (72% allocation) and the Public Facilities Fund (28% allocation). The total cost of the project is anticipated to be $1.5 million dollars. General site maintenance would be included in the annual Information Technology Operations Fund budget.

CC #: 2297

File #: 0800-05

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us
Karl Grover 916-774-5145 kgrover@roseville.ca.us

7.14. Sierra Vista Specific Plan KT Phase 2 Public Improvements - Reimbursement Agreement

Memo from Principal Engineer Matthew Todd and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-350 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a reimbursement agreement with

Sierra Vista Communities, LLC in the amount of $9,587,155.83 for roadway infrastructure and traffic signal improvements along Baseline Road, Santucci Boulevard, Vista Grande Boulevard, and Westbrook Boulevard, that are within the Sierra Vista Specific Plan and beyond the developer's obligations. The funding sources are the City/County Traffic Mitigation Fund, City Traffic Mitigation Fund, and the Sierra Vista Set-Aside in the City's Traffic Mitigation Fund, resulting in no impact to the City General Fund.

CC #: 2296

File #: 0400-04-12-1

CONTACT: Matthew Todd 916-774-5562 mtodd@roseville.ca.us

7.15. Sierra Vista Community Facilities District - Phase 7A - Notice of Completion

Memo from Construction Inspector Jeremy Knuthson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-346 ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA CFD – PHASE 7A PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2292

File #: 0400-04-12-1

CONTACT: Jeremy Knuthson 916-223-3859 jknuthson@roseville.ca.us

7.16. Sierra Vista Community Facilities District - Phase 9A - Notice of Completion

Memo from Construction Inspector Jeremy Knuthson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-347 RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA CFD – PHASE 9A PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2293

File #: 0400-04-12-1

CONTACT: Jeremy Knuthson 916-223-3859 jknuthson@roseville.ca.us

7.17. Sierra Vista Community Facilities District - Phase 10A - Notice of Completion

Memo from Construction Inspector Jeremy Knuthson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-345 ACCEPTING THE PUBLIC WORK KNOWN AS Sierra Vista CFD – Phase 10A PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2291

File #: 0400-04-12-1

CONTACT: Jeremy Knuthson 916-223-3859 jknuthson@roseville.ca.us

7.18. Sierra Vista - Village JM-21 - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-344 ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA – VILLAGE JM-21, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2290

File #: 0400-04-12-1

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

7.19. West Roseville Specific Plan - Parcel F-55 - Notice of Completion

Memo from Construction Inspector Danny Jacobo and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-339 ACCEPTING THE PUBLIC WORK KNOWN AS Parcel F-55 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2283
File #: 0400-04-09-1

CONTACT: Danny Jacobo 916-223-7486 djjacobo@roseville.ca.us

7.20. Sierra Vista - Upland Drive - Segment 4 - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-355 ACCEPTING THE PUBLIC WORK KNOWN AS UPLAND DRIVE – SEGMENT 4 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2301

File #: 0400-04-12-1

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

7.21. Maidu Regional Park Soccer Fields Fencing - Grant Agreement

Memo from Parks, Recreation & Libraries Manager Jeff Nereson and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 22-335 APPROVING A GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER COUNTY TOURISM CORPORATION DBA PLACER VALLEY TOURISM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED FORMS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the Grant Agreement between the City and Placer Valley Tourism (PVT) for a project that will add fencing around the Maidu soccer fields at Maidu Regional Park. The grant award is for the amount of $250,000. Project costs that exceed $250,000 will be funded through the City's General Fund Capital Reserve Fund. Additionally, the City will complete fencing of the Central Park and Crabb Park outfields, up to a match of PVT's $250,000 for a total of $500,000.

CC #: 2277

File #: 0704-01 & 0214

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

7.22. Mahany Tennis Courts Renovation Project - Notice of Completion

Memo from Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 22-336 ACCEPTING THE PUBLIC WORK KNOWN AS THE MAHANY TENNIS COURTS RENOVATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE

SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made final inspection of the Mahany Tennis Courts Renovation Project and has found that all contract work has been completed in accordance with the approved plans and specifications. Funding for the project was provided through FY2020-21 General Fund year-end surplus funds by a budget adjustment approved by Council at the May 18, 2022 meeting. Maintenance of the existing citywide park is provided by the General Fund and will remain unchanged.

CC #: 2280

File #: 0704-01

CONTACT: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

7.23. Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Projects - Professional Services Agreement Amendment

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-341 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the First Amendment to the Professional Services Agreement with Brown and Caldwell in the amount of $2,615,627 to provide additional construction management services for the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Projects. The Amendment increases the previous contract amount of $6,389,350 by $2,615,627 for a revised total contract cost of $9,004,977. Funding for this work is provided under the capital improvement projects for the South Placer Wastewater Authority (SPWA) and has been authorized by the SPWA board.

CC #: 2285

File #: 0800-02 & 0900-02-02-2

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

7.24. 2021 Power Source Disclosure Reports and 2021 Power Content Labels

Memo from Electric Resources Analyst David Siao and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 22-333 APPROVING SUBMISSION OF THE 2021 POWER SOURCE DISCLOSURE ANNUAL REPORTS AND 2021 POWER CONTENT LABELS, AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORTS. The 2021 Power Source Disclosure Reports and 2021 Power Content Labels are state-mandated reports detailing Roseville Electric Utility's 2021 energy supply. There is no fiscal impact with the approval of the 2021 Power Source Disclosure Reports and 2021 Power Content Labels.

CC #: 2274

File #: 0800-03

CONTACT: David Siao 916-746-1613 dsiao@roseville.ca.us

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

7.25. Police Department Expansion - Professional Design Services Agreement and Budget Adjustment

Memo from Design & Construction Project Manager Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-343 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PBK ARCHITECTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6549 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff has negotiated a fee with PBK to complete the facilities master plan for the Police Department Expansion Project. The scope of work includes completing a site assessment, preparing site plan design options, preparing a Facilities Master Plan, and providing an estimate of construction cost. The not-to-exceed fee is $117,200. A budget adjustment in the amount of $130,000 is being requested to fully fund the PBK contract and to cover City staff time. The requested amount will come from available resources in the Public Facilities Fund. No General Fund resources are being used.

CC #: 2289

File #: 0900-04 & 0201-01

CONTACT: Rjahja Canlas 916-774-5331 rcanlas@roseville.ca.us

7.26. Fire Station No. 8 - Design-Assist Construction Agreement and Budget Adjustment

Memo from Design & Construction Project Manager Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-330 APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT, BY AND BETWEEN CARTER/KELLY, INCORPORATED, AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6545 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This project will construct Fire Station 8 at the intersection of Woodcreek Oaks Blvd and Painted Desert Drive. The total project cost including construction costs, furniture, fixtures, and equipment, design costs, construction soft costs, and a 5% contingency is $14,480,000, of which $900,000 was previously appropriated to the project budget. The requested budget adjustment authorizes a $4,580,000 advance from the General Fund Capital Reserve Fund to the Fire Facilities Fund via an interfund loan and authorizes the appropriation of $13,580,000 from the Fire Facilities Fund to the Fire Station No. 8 capital improvement project. The total amended project budget will be $14,480,000.

CC #: 2272

File #: 0900-05 & 0201-01

CONTACT: Rjahja Canlas 916-774-5740 rcanlas@roseville.ca.us

7.27. Urban Forestry Water Trailer - Budget Adjustment

Memo from Parks, Recreation & Libraries Superintendent Eric Dexter and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6550 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a budget adjustment to allocate funds from the Native and Non-Native Oak Propagation Funds for the purchase of a portable 725-gallon water trailer in the amount of $11,161. The recommended budget adjustment will provide the funds needed to provide emergency additional watering for declining trees throughout the City by the Open Space and Urban Forestry teams in the Parks, Recreation & Libraries Department. Fund balances in the Native and Non-Native Oak Propagation Funds are sufficient to accommodate this request. There is no impact to the General Fund.

CC #: 2301

File #: 0704-02 & 0201-01

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

7.28. Adventure Club Modular Facilities - Budget Adjustment and Interfund Loan

Memo from Parks, Recreation & Libraries Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6546 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment to appropriate $637,500 each into two capital improvement projects and increase an interfund loan by $1,275,000 from the Fleet Replacement Fund to the Youth Development Fund for the purchase and installation of two Adventure Club facilities to provide child care programs at the Westbrook and Rex Fortune Elementary Schools opening in Fall of 2023. This interfund loan is consistent with the Council-approved interfund loan policy.

CC #: 2275

File #: 0704 & 0201-01

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

Reports / Requests

7.29. HOUSING AUTHORITY/CITY COUNCIL – Quarterly Status Update 2nd Quarter 2022

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Melissa Anguiano recommending the City Council receive a quarterly report on the Housing Authority's Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 2278

File #: 0709-02-01

CONTACT: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Letter of Support for The Gathering Inn's State of California Community Care Expansion Program Funding Application

Memo from Economic Development Director Melissa Anguiano and Assistant City Manager Dion Louthan recommending the City Council provide direction to staff regarding a Letter of Support for The Gathering Inn's application to the California Department of Health Care Services and California Department of Social Services Community Care Expansion program for California Health and Human Services Agency infrastructure funding to establish a 30-bed medical respite center at 300 Elefa Street in Roseville, and if direction is given, to issue such Letter of Support; adopt RESOLUTION NO. 22-348 LETTER IN SUPPORT FOR THE GATHERING INN'S APPLICATION TO THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES AND CALIFORNIA DEPARTMENT OF SOCIAL SERVICES COMMUNITY CARE EXPANSION PROGRAM. Staff is seeking direction from Council regarding a requested letter of support for The Gathering Inn's application to the California Department of Health Care Services and California Department of Social Services Community Care Expansion program for California Health and Human Services Agency infrastructure funding to establish a 30-bed medical respite center in the City and authorize the Mayor to sign any such letter on behalf of the City. There is no fiscal impact to the City's General Fund.

CC #: 2294

File #: 0709-05

CONTACT: Melissa Anguiano 916-774-5284 mvanguiano@roseville.ca.us
Dion Louthan 916-774-5362 dlouthan@roseville.ca.us

8.2. Citywide Strategic Technology Roadmap & Cybersecurity Assessment (Years 2022-2027)

Memo from Chief Information Officer Hong Sae recommending the City Council accept an informational item regarding the Citywide Strategic Technology Roadmap & Cybersecurity Assessment (Years 2022-2027). There is no fiscal impact as a result of this informational report.

CC #: 2271

File #: 0800-05

CONTACT: Hong Sae 916-774-5152 hsae@roseville.ca.us

9. ORDINANCES

9.1. Citywide Customer Relationship Management (CRM) Project - Contract Purchase Agreement and Budget Adjustment

Memo from Information Technology Business Systems Analyst Melissa

Hernandez and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 22-340 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROCK SOLID TECHNOLOGY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002485); and adopt ORDINANCE NO. 6548 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a contract purchase agreement with Rock Solid Technology, Inc. to implement the citywide Customer Relationship Management (CRM) software by Rock Solid's OneViewCRM for Dynamics and CitiBot's Artificial Intelligence Chat Bot programs. Staff recommends Council also delegate authority to the Chief Information Officer to approve additional costs within a 10% contingency during implementation to cover any unanticipated changes. The project cost of $375,595, including the 10% contingency of $34,145, will be funded by the Information Technology (IT) Operations Fund. The current project budget is $250,000. A budget adjustment of $125,595 is recommended from the IT Operations Fund to fully fund the project. Staff also requests authorization to execute optional yearly renewals without further Council approval for the annual maintenance, contingent on Council approval of the yearly budget. Annual software maintenance fees for year 2 through year 5 averaging approximately $261,242 per year will be budgeted in the IT Operations Fund and allocated to City departments by internal service fund charges. The total cost for the five-year contract is $1,420,563.26.

CC #: 2284

File #: 0800-05 & 0201-01

CONTACT: Melissa Hernandez 916-774-5107 melhernandez@roseville.ca.us

10. APPOINTMENTS

10.1. Unscheduled Vacancy - Parks and Recreation Commission

Memo from City Clerk Technician Katrina Six and City Clerk Carmen Avalos recommending the City Council appoint one (1) individual to the Parks & Recreation Commission to a term expiring on December 31, 2022 from the applications received from Renee Borowaik, Casey Mills, Gretchen Montes de Oca, and Kasia Williams.

CC #: 2256

File #: 0103 & 0103-05-02

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

11. COUNCIL REPORTS / PUBLIC COMMENTS

12. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 2286
File #: 0102-06

Title:	Proclamation - Constitution Week, September 17-23, 2022
Contact:	Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim September 17 – 23, 2022 as Constitution Week and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution 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 reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

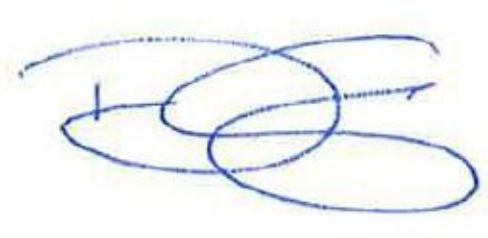
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Constitution Week September 17-23, 2022

Proclamation

CONSTITUTION WEEK
September 17 – 23, 2022

WHEREAS, the Constitution of the United States of America is the guardian of liberties and embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, the United States Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms, and inalienable rights, and it is fitting to accord official recognition to this magnificent document on its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees this issuing of a proclamation by the President of the United States of America designating September 17 – 23 of every year as Constitution Week; and

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **September 17 – 23, 2022** as **CONSTITUTION WEEK** and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

SIGNED AND APPROVED this 7th day of September 2022.

KRISTA BERNASCONI, MAYOR

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

COUNCIL COMMUNICATION

CC #: 2287
File #: 0102-06

Title: Proclamation - Prostate Cancer Awareness Month
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Proclaim the month of September 2022 as Prostate Cancer Awareness Month and urge residents to acquaint themselves with the issues involved in Prostate Cancer Awareness.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

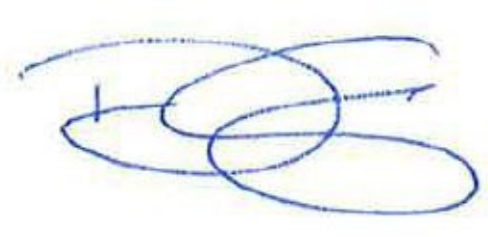
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Prostate Cancer Awareness Month

Proclamation

PROSTATE CANCER AWARENESS MONTH
September 2022

WHEREAS, prostate cancer is the most frequently diagnosed cancer in men and the second leading cause of cancer deaths in men; and

WHEREAS, the American Cancer Society estimates there will be 268,490 new cases of prostate cancer in the USA in 2022 resulting in an estimated 34,500 deaths, and more than 26,890 men in California will be diagnosed with prostate cancer and an estimated 4,130 California men will die from this disease in 2022; and

WHEREAS, early-stage prostate cancer usually has no symptoms and studies suggest strong familial predisposition may be responsible for 5% to 10% of the disease cases; and

WHEREAS, late-stage prostate cancer commonly spreads to the bones, which can cause pain in the hips, spine, ribs, or other areas in the body; and

WHEREAS, the 5-year survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 31% when it spreads to other parts of the body; and

WHEREAS, the American Cancer Society recommends that men should have an opportunity to make an informed decision about whether to be tested for prostate cancer based on their personal values and preferences; and

WHEREAS, the rapid reduction in prostate cancer mortality is attributed to early detection through PSA testing and advancement in treatment; and

WHEREAS, the City of Roseville joins communities across the nation to increase awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim the month of **September 2022** as **PROSTATE CANCER AWARENESS MONTH** and urge citizens to acquaint themselves with the issues involved in Prostate Cancer Awareness.

SIGNED AND APPROVED this 7th day of September 2022.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

COUNCIL COMMUNICATION

CC #: 2282
File #: 0704-01 & 0201-01

Title:	NC-57 Dog Park Improvements Project, Phase 2 - Award of Contract and Budget Adjustment
Contact:	Ken Peterson 916-746-1233 kjpeterson@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:
1) Approve the award of a contract with Saenz Landscape Construction Company for $198,859 for the construction of the NC-57 Dog Park; and
2) Adopt a resolution to authorize the City Manager to execute the contract on behalf of the City, and authorize staff to approve changes orders not to exceed 10% of the contract amount; and
3) Adopt an ordinance to approve a budget adjustment in the amount of $62,619.

BACKGROUND

NC-57 Dog Park is a 0.5-acre off-leash dog park site located on Antelope Creek Drive, east of the intersection at Creekside Ridge Drive. The first phase included the installation of the dog park perimeter fencing and was completed in 2016. The dog park is currently not open for public use as it remains incomplete. The Phase 2 Improvements include completing all work necessary to open the dog park for public use. Dog park amenities planned include a double fenced and gated entry area, an ADA accessible pathway, a drinking fountain, a dog wash station, a seating bench and planting of various native trees using high efficiency irrigation methods.

Council approved the plans and specifications and authorized the call for bids at the June 1, 2022, meeting. Bids were opened on June 21, 2022 and staff received one bid. The bid results and architect's estimate are as follows:

Bidder	Total Lump Sum Bid
Saenz Landscape Construction Company	$198,859
Architect's Estimate	$145,000

The Total Lump Sum Bid for the park project includes accepting the entire Base Bid. Staff recommends award of the project to Saenz Landscape Construction Company in the amount of $198,859.

During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other changes to the project and the contract. Staff requests authorization to approve change order requests in an amount not to exceed 10% (up to $19,886) of the contract price in accordance with the terms and conditions of the contract.

FISCAL IMPACT

To complete the park, the project requires an additional $62,619 in addition to the existing $178,004 currently budgeted in the project, for a grand total of $240,623. The additional funding is needed to cover the increase in costs since the original architect estimate from 2016, as well as soft costs for the project including staff time.

The recommended budget adjustment in the amount of $62,619 using available resources from the North Central Neighborhood Park Fund (Fund 3308) will fully fund the project including soft costs. Ongoing maintenance costs for the NC-57 Dog Park will be provided by the General Fund and is expected to be a minimal expense of approximately $5,000 annually.

ENVIRONMENTAL REVIEW

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

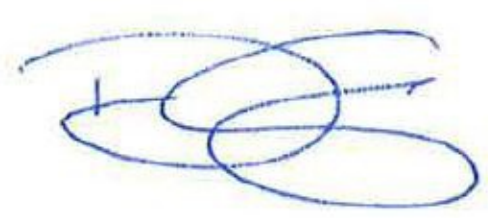
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Ken Peterson, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

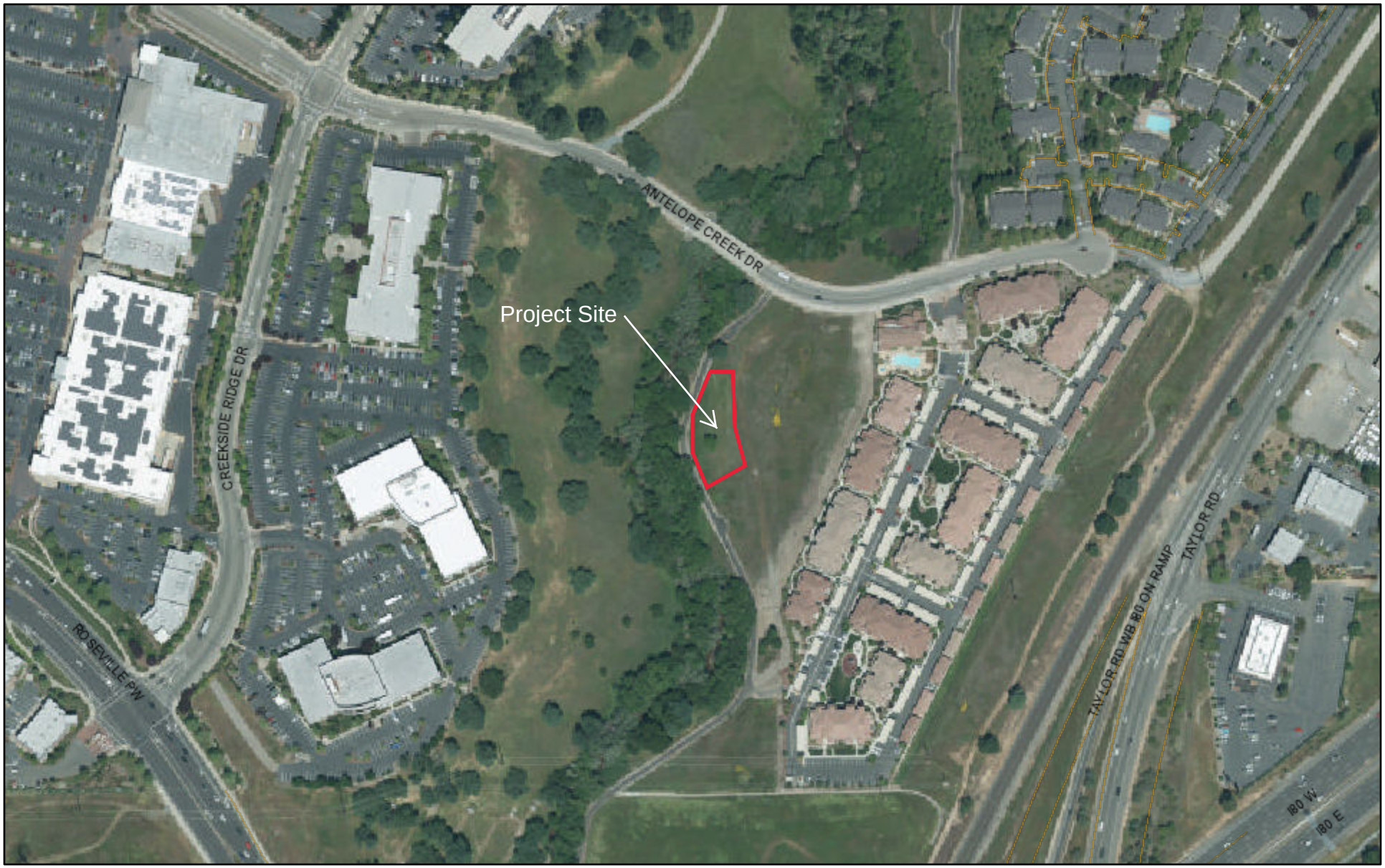
Resolution 22-338

Agreement

Ordinance 6547

Budget Adjustment

NC-57 Dog Park Improvements Project



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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Copyright: City of Roseville

Disclaimer: This map was prepared for general inquires only. The City is not liable for errors or omissions. Off icial informat ion should be obt ained f rom recorded or adopted City documents

RESOLUTION NO. 22-338

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SAENZ LANDSCAPE CONSTRUCTION COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the NC-57 Dog Park Improvements Project, Phase 2, by and between the City of Roseville and Saenz Landscape Construction Company, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

AGREEMENT

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

WITNESETH:

WHEREAS, the City Council of the CITY, at a meeting held on the 1 day of June, 2022, approved plans and specifications for the NC-57 DOG PARK IMPROVEMENTS PROJECT and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 21 day of June, 2022; 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 _____, 2022, 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 NC-57 DOG PARK IMPROVEMENTS PROJECT in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR one hundred ninety-eight thousand eight hundred and fifty nine dollars ($198,859.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

b. The accepted bid;

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

d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $800.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 90 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

Park Development Project Manager
Attn: Ken Peterson
316 Vernon Street, Suite 400
Roseville, CA 95678
Fax: (209) 774-5251

CONTRACTOR

Saenz Landscape Construction Company
12167 Folsom Blvd. Suite D
Rancho Cordova, CA 95742
Office: (916) 294-0555

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

Saenz Landscape Construction Company,
a business partnership

BY: Michael Saenz

its: Partner

and

BY: _____

its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jill Geller

Print Name: Jill Geller

Title: Director, Parks, Recreation & Libraries

ORDINANCE NO. 6547

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 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 2022-23, is hereby amended as listed on the attached budget adjustment for the NC-57 Dog Park Improvements Project, Phase 2.

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_____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE:	Ken Peterson, Park Development Project Manager	FISCAL YEAR:	2022-23
PREPARER NAME & TITLE:	Kathy Cullen, Management Analyst II	COUNCIL DATE (if applicable):	9/7/22
DEPARTMENT/DIVISION:	Parks, Recreation & Libraries	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3308	6587	84001	400067	62,619	Complete the dog park at NC-57 Park site using available funding from the Neighborhood Park - North Central Roseville SP fund
			TOTAL	62,619	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	62,619	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3308				(62,619)	Neighborhood Park - North Central Roseville SP fund
			TOTAL	(62,619)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is requesting a total of $62,619 to complete the dog park at NC-57. The first phase of the dog park included the installation of the perimeter fencing and was completed in 2016. The dog park is currently not open for public use as it remains incomplete. The Phase 2 improvements include completing all work necessary to open the dog park for public use. Dog park amenities planned include a double fenced and gated entry area, an ADA accessible pathway, a drinking fountain, a dog wash station, a seating bench and planting of various native trees using high efficiency irrigation methods. To complete the park, the project will require an additional $62,619 in addition to the existing $178,004 currently budgeted in the project for a grand total of $240,623. The additional funding is needed to cover the increase in costs since the original architect estimate from 2016. Funding for this project comes from the fund balance in the Neighborhood Park-North Central Roseville SP fund (3308).

REQUIRED APPROVALS:

Jill Gellen	07/25/2022		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

COUNCIL COMMUNICATION

CC #: 2279
File #: 0707

Title:	Johnson Pool House Renovation Project - Approval of Plans and Specifications and Authorize Staff to Call for Bids
Contact:	Heather Buck 916-774-5254 hcbuck@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the plans and specifications for the Johnson Pool House Renovation Project and authorize staff to call for bids.

BACKGROUND

Location and Size

David R. Johnson Pool is located on .47 acres at the intersection of Vernon and D Streets in the Cherry Glen/Theiles Manor neighborhood. The City celebrated the pool's 100th year anniversary in 2021.

Vision Plan

Over the last five years, the City has been addressing accessibility and structural repairs to the facility. Last year, City staff developed a Vision/Master Plan for this facility to ensure that the repairs, upgrades, and programming of the facility fit the community needs, and to develop the phasing, prioritization, cost estimates and schedule for implementation. The Vision Plan includes input from staff about the popularity of this pool as a teaching pool, enhancing the City's goal to keeping residents water safe and learning how to swim. The main building recently had a mural painted on the exterior to improve aesthetics and the Vision Plan ensures that this remains intact. Other priorities that were incorporated into the Vision Plan include more shade and a zero depth entry.

This phase of the project includes accessibility/code upgrades to the pool house building. Design of the second and final phase of the Vision Plan is beginning this fall and will include improvements to the pool, deck, equipment room, and associated site work. Staff will return to Council at a later date with this second phase of work for review and approval.

Previous work utilized a Community Development Block Grant for exterior building and exterior ADA improvements including the fencing.

Public Outreach
Public outreach was conducted from December 2020 through June 2021 and included a virtual workshop, an on-site open house, correspondence and meetings with the neighborhood association, and mailed postcards. The information was posted on the City website and included a recording of the virtual meeting for ease of access. Information was also available on-site during the Operation Swim boutique nights in June 2021.

Schedule
This project is the first phase of the Vision Plan and includes American with Disabilities Act upgrades to the men's and women's restrooms, storage, and lifeguard/office. Bids are scheduled to be opened in October 2022. Add alternatives, including replacement of the entry vestibule rollup doors and replacement of the entry stairs and ramp, are incorporated should the City receive competitive bids.

Staff plans to return to Council in November 2022 to seek approval to award the project.

Parks & Recreation Commission
The Parks & Recreation Commission was provided a project update on February 1, 2021.

FISCAL IMPACT

Initial funding ($150,000) for the first phase of the project was approved in the FY2020-21 Budget. Additional grant funds ($280,000) are expected to be awarded from the Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) in September 2022 for a total first phase budget of $430,000 for soft and hard costs.

Ongoing maintenance costs are funded through the Parks, Recreation & Libraries operating budget in the General Fund. There will be no additional maintenance cost as a result of this project.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of an existing facility, the replacement or reconstruction of existing structures and facilities, and the construction of a limited number of small facilities. These activities are categorically exempt from CEQA as Class 1 (Existing Facilities), 2 (Replacement or Reconstruction), and 3 (New Construction or Conversion of Small Structures) Categorical Exemptions (State CEQA Guidelines Section 15301, 15302, and 15303). The Exemption has been prepared and no further CEQA action is required.

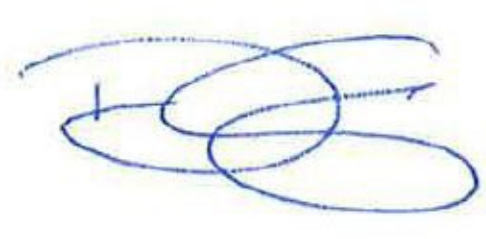
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal B - Support community engagement and advocacy
Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Heather Buck, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

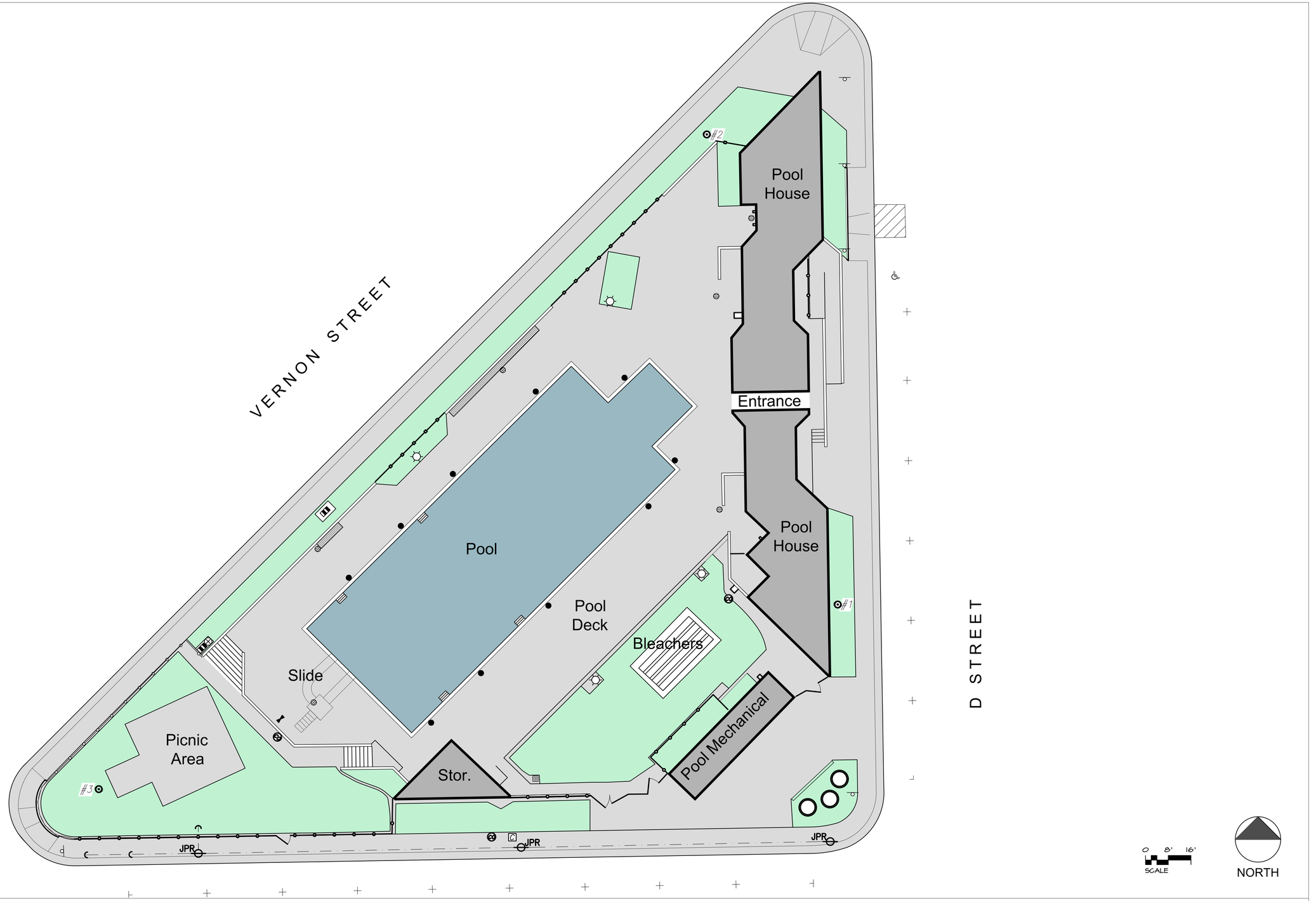
Vision Plan

Plans

Project Manual

Johnson Poolhouse Renovation Project Vicinity Map





CITY OF ROSEVILLE CALIFORNIA

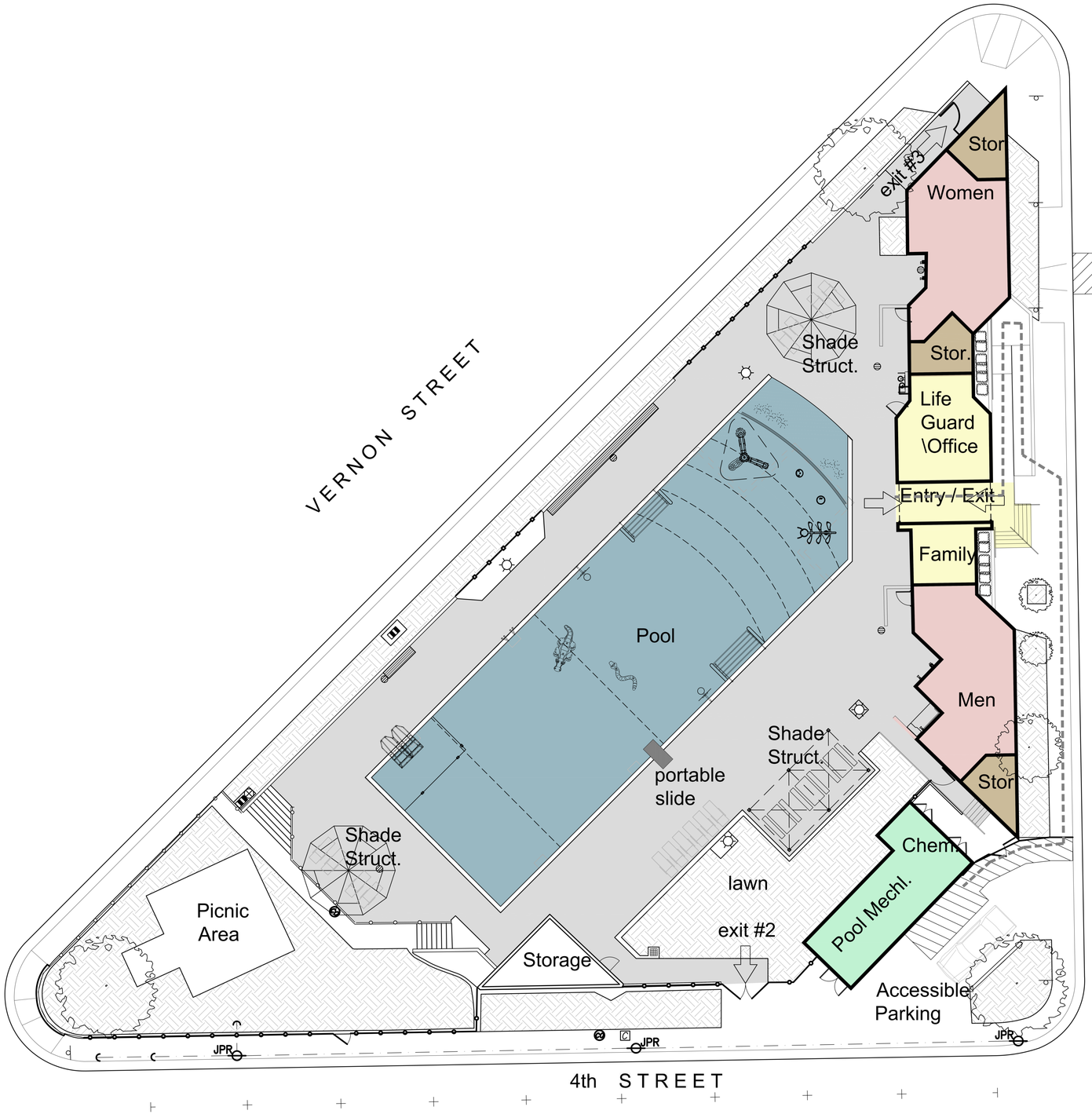
SCALE: 1/16" = 1'-0"

JOHNSON POOL MASTER PLAN

EXISTING SITE PLAN

JKA jeff katz ARCHITECTURE

12/07/20



Open up Main Entrance / Stairs to make entrance more inviting and functional
Upgrade stairs and ramp to make them ADA compliant
Remodel Life Guard Room to improve site lines &functionality & add First Aid area
Add a Family Changing Room to provide a family friendly changing option

Pool improvements to provide more swimming options for all ages including:
Zero depth beach entrance and shallow area with interactive spray features
Wide pool entrance steps for 'learn to swim' activities
Floatables, basketball hoops and climbing walls for the active young people
Lap lanes for fitness and exercise swimmers

New pool mechanical building to replace aging and undersized equipment with new and improved pool mechanical equipment, pool mechanical piping and new chemical storage equipment

Replace aging and cracking pool deck and add new pool deck amenities including:
Shade structures for comfortable seating and picnicking
New fencing and gates to provide security and code required exits
Replace solid low wall at south/west corner with a low picket railing to provide better visibility to lower picnic area
New ADA compliant drinking fountains and outdoor showers

Upgrade Men's and Women's Restroom / Changing Rooms to include:
ADA compliant plumbing fixtures
ADA compliant & upgraded changing booths
ADA compliant & upgraded showers

Reconfigure underutilized spaces to provide three storage rooms for pool supplies, equipment, and outdoor furniture

0 8' 16'
SCALE

NORTH

CITY OF ROSEVILLE CALIFORNIA

SCALE: 1/16" = 1'-0"

JOHNSON POOL MASTER PLAN

PROPOSED MASTER PLAN

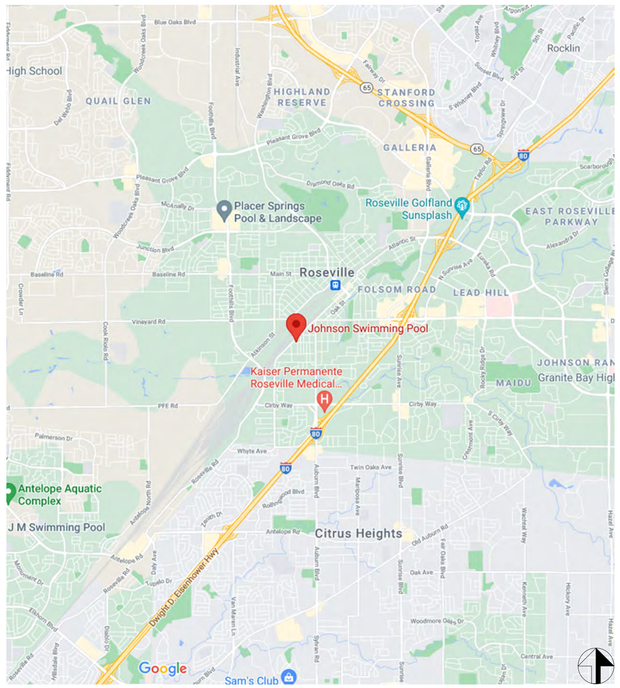
11/15/21

JKA jeff katz ARCHITECTURE

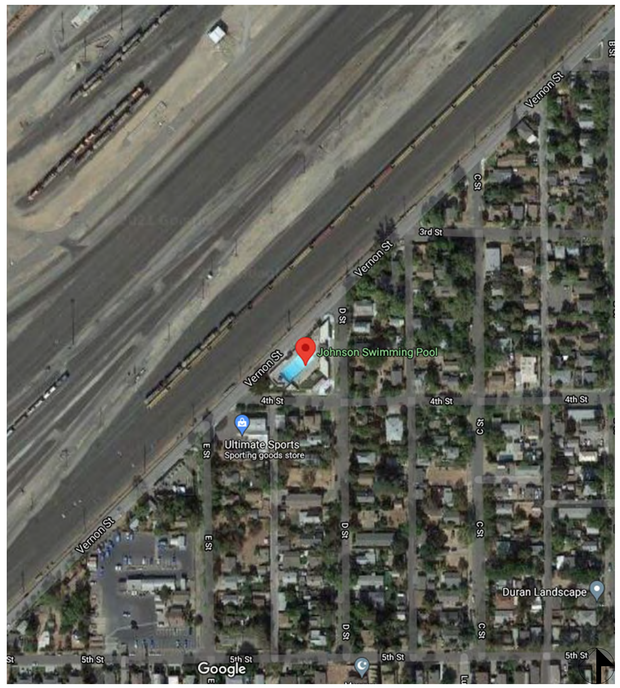
JOHNSON POOL HOUSE REMODEL

100 D STREET, ROSEVILLE, CA 95678

LOCATION MAP



VICINITY MAP



PROJECT DATA

PROJECT ADDRESS:	100 D STREET ROSEVILLE, CA 95678
ASSESSOR'S PARCEL NO.	014-021-001-000
OWNER:	CITY OF ROSEVILLE 311 VERNON STREET ROSEVILLE, CA 95678
GOVERNING AGENCY:	CITY OF ROSEVILLE
GOVERNING CODES:	2019 CALIFORNIA BUILDING CODE 2019 CALIFORNIA FIRE CODE 2019 CALIFORNIA ELECTRICAL CODE 2019 CALIFORNIA MECHANICAL CODE 2019 PLUMBING CODE 2019 CALIFORNIA GREEN BUILDING CODE
SCOPE OF WORK:	ACCESSIBILITY UPGRADES TO THE POOL HOUSE AND RELATED MECHANICAL, ELECTRICAL AND PLUMBING UPGRADES
OCCUPANCY GROUP:	B
CONSTRUCTION TYPE:	VB, NON-SPRINKLERED
ALLOWABLE BLDG AREA:	9000 SF PER TABLE 506.2
ACTUAL BLDG AREA:	2,496 SF
SITE AREA:	.4465 ACRES
NUMBER OF STORIES:	ONE STORY
MAX BUILDING HEIGHT:	TWO STORIES
PARKING: Parking Required:	Public: No Requirement
Parking Provided:	(E) Accessible Parking Spaces: 1
	Total: 1

LEGAL DESCRIPTION

PARCEL: 014-021-001-000

PROJECT TEAM

ARCHITECTURE
JEFF KATZ ARCHITECTURE
200 E Street
Santa Rosa, CA 95404
(707) 544-3920 / (707) 544-2514 (FAX)
Contact: Jeff Katz, AIA
jeff@jeffkatzarchitecture.com

MECHANICAL
CAPITAL ENGINEERING
11020 Sun Center Drive
Rancho Cordova, CA 95670
(916) 851-3500
Contact: Anthony Colacchia
AColacchia@capital-engineering.com

CIVIL
BKF ENGINEERS
980 9th Street
Sacramento, CA 95814
(916) 556-5800
Contact: James McCurdy
jmccurdy@bkf.com

PLUMBING
CAPITAL ENGINEERING
11020 Sun Center Drive
Rancho Cordova, CA 95670
(916) 851-3500
Contact: Anthony Colacchia
AColacchia@capital-engineering.com

STRUCTURAL
ZFA STRUCTURAL ENGINEERS
1212 Fourth Street, Suite Z
Santa Rosa, CA 95404
(707) 526-0992
Contact: Luke Wilson
lukew@zfa.com

ELECTRICAL
ELEN CONSULTING
9150 Chesapeak Drive, Suite 220
San Diego, CA 92123
(619) 550-1085
Contact: Anton Nathanson
ANathanson@elenconsulting.com

BID ALTERNATES

ADDITIVE ALTERNATES GENERALLY CONSIST OF THE FOLLOWING:

ADDITIVE ALTERNATE #1 - REMOVE EXISTING ENTRY RAMP AND STAIRS AND REPLACE WITH NEW ENTRY RAMP AND STAIRS.

ADDITIVE ALTERNATE #2 - REMOVE TWO EXISTING OVERHEAD DOORS AT ENTRY VESTIBULE AND REPLACE WITH TWO NEW OVERHEAD DOORS.

LICENSED ARCHITECT
JEFFREY A. KATZ
C-18823
REN. 09/10/21
STATE OF CALIFORNIA

JKA jeff katz ARCHITECTURE
200 E STREET, SANTA ROSA, CA 95404
707.544.3920 | www.jeffkatzarchitecture.com

PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

Sheet Title:

TITLE SHEET

SHEET NUMBER:

T-1

Not for Construction
For Council Approval

ABBREVIATIONS

&	AND
L	ANGLE
@	AT
℄	CENTERLINE
⌀	DIAMETER OR ROUND
#	POUND OR NUMBER
ACOUS.	ACOUSTICAL
A.D.	AREA DRAIN
ADJ.	ADJUSTABLE
AGGR.	AGGREGATE
ALUM.	ALUMINUM
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURAL
ASPH.	ASPHALT
BD.	BOARD
BITUM.	BITUMINOUS
BLDG.	BUILDING
BLK.	BLOCK
BLKG.	BLOCKING
BM.	BEAM
B.O.F.	BOTTOM OF FRAMING
BOT.	BOTTOM
CAB.	CABINET
C.B.	CATCH BASIN
CEM.	CEMENT
CER.	CERAMIC
C.I.	CAST-IRON
CJ	CONTROL JOINT
CLG.	CEILING
CLKG.	CAULKING
CLO.	CLOSET
CLR.	CLEAR
COL.	COLUMN
CONC.	CONCRETE
CONN.	CONNECTION
CONSTR.	CONSTRUCTION
CONT.	CONTINUOUS
CORR.	CORRIDOR
CTSK.	COUNTERSUNK
C.T.	CERAMIC TILE
DBL.	DOUBLE
DET	DETAIL
DIA.	DIAMETER
DIM.	DIMENSION
DISP.	DISPENSER
DN.	DOWN
DWR.	DRAWER
DS.	DOWNSPOUT
D.S.P.	DRY STANDPIPE
DWG.	DRAWING
E.	EAST
EA.	EACH
E.J.	EXPANSION JOINT
ELE.	ELEVATION
ELEC.	ELECTRICAL
ELEV.	ELEVATION
EMER.	EMERGENCY
ENCL.	ENCLOSURE
EQ.	EQUAL
EQPT.	EQUIPMENT
EXST.	EXISTING
EXPO.	EXPOSED
EXP.	EXPANSION
EXT	EXTERIOR
F.A.	FIRE ALARM
F.D.	FLOOR DRAIN
FDN	FOUNDATION
F.E.	FIRE EXTINGUISHER
F.E.C.	FIRE EXTINGUISHER CABINET
F.H.C.	FIRE HOSE CABINET
FIN.	FINISH
FL	FLOOR
FLASH	FLASHING
FLUOR.	FLUORESCENT
F.O.B.	FACE OF BLOCK
F.O.C.	FACE OF CONCRETE
F.O.F.	FACE OF FINISH
F.O.S.	FACE OF STUDS
F.S.	FULL SIZE
FT	FOOT OR FEET
FTG.	FOOTING
FURR.	FURRING
F.F.E.	FINISHED FLOOR ELEVATION
GA.	GAUGE
GALV.	GALVANIZED
G.B.	GRAB BAR
GLASS	GLASS
GR	GRADE
GYP.	GYPSUM
H.B.	HOSE BIB
H.C.	HOLLOW CORE
HDWD.	HARDWOOD
HDW.	HARDWARE
H.M.	HOLLOW METAL
HORIZ.	HORIZONTAL
H	HEIGHT
I.D.	INSIDE DIAMETER
INSUL.	INSULATION
INT.	INTERIOR
IRRIG.	IRRIGATION
JT.	JOINT
LAM.	LAMINATED
LAV.	LAVATORY
MAX.	MAXIMUM
M.C.	MEDICINE CABINET
MECH.	MECHANICAL
MET.	METAL
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC	MISCELLANEOUS
M.O.	MASONRY OPENING
MTD.	MOUNTED
NO.	NORTH
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
O.A.	OVERALL
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OPNG.	OPENING
OPP.	OPPOSITE
PC.	PRE-CAST
PL.	PLATE
P.LAM.	PLASTIC LAMINATE
PLAS.	PLASTER
PLYWD	PLYWOOD
PR.	PAIR
PT.	POINT
P.T.DISP.	PAPER TOWEL DISPENSER
RECP.	RECEPTACLE
RAD.	RADIUS
R.D.	ROOF DRAIN
REF.	REFERENCE
REFR.	REFRIGERATOR
REINF.	REINFORCED
REQ.	REQUIRED
RM.	ROOM
R.O.	ROUGH OPENING
RS.	RE-SAWN
RWD.	REDWOOD
R.W.L.	RAIN WATER LEADER
SO.	SOUTH
S.C.	SOLID CORE
S.C.DISP.	SEAT COVER DISPENSER
SCHD.	SCHEDULE
S.DISP.	SOAP DISPENSER
SECT.	SECTION
SH.	SHELF OR SHEET
SHR.	SHOWER
SIM	SIMILAR
SPEC.	SPECIFICATION
SQ.	SQUARE
ST.STL.	STAINLESS STEEL
STA.	STATION
STD.	STANDARD
STL.	STEEL
STOR.	STORAGE
STRUC.	STRUCTURAL
SUSP.	SUSPENDED
SYM.	SYMMETRICAL
S.M.	SHEET METAL
T.C.	TOP OF CURB
TEL.	TELEPHONE
TER.	TERRAZZO
TG	TEMPERED GLASS
T&G	TONGUE AND GROOVE
THK.	THICK
T.P.	TOP OF PAVEMENT
T.P.DISP.	TOILET PAPER DISPENSER
T.V.	TELEVISION
TYP.	TYPICAL
T.O.	TOP OF
T.O.F.	TOP OF FRAMING
T.O.M.	TOP OF MASONRY
T.O.P.	TOP OF PLATE
T.O.R.	TOP OF ROOF
T.O.S.	TOP OF SHEATHING
U.O.N.	UNLESS OTHERWISE NOTED
UR	URINAL
VERT.	VERTICAL
VEST.	VESTIBULE
V.I.F.	VERIFY IN FIELD
V.T.R.	PLUMBING VENT THRU ROOF
W	WEST
W/	WITH
W.C.	WATER CLOSET
WD.	WOOD
W/O	WITHOUT
WP.	WATERPROOF
WPJ	WEAKENED PLANE JOINT
WSCT	WAINSCOT
WT.	WEIGHT

GENERAL NOTES

1. DIMENSIONS SHOWN ON THE FLOOR PLANS, SECTIONS AND DETAILS ARE TO FACE OF STUDS, COLUMN GRID LINES AND FACE OF CONCRETE AND BLOCK WALLS, UNLESS OTHERWISE NOTED OR SHOWN.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS BEFORE PROCEEDING WITH CONSTRUCTION.
3. ALL ITEMS ARE BASE BID UNLESS OTHERWISE NOTED OR SPECIFIED.
4. ALL DRAIN LINES WITHIN WALLS ARE TO BE WRAPPED IN SOUND INSULATION BATTS.
5. EVERY EXIT DOOR SHALL BE OPERABLE FROM THE INSIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE.
6. CONTRACTOR SHALL PROVIDE ACCESS PANELS REQUIRED BY THE PLUMBING, AIR CONDITIONING AND OTHER INSTALLERS, AS REQUIRED BY CODE. ANY ACCESS PANEL IN A FIRE RATED WALL OR CEILING SHALL HAVE THE SAME FIRE RATING AS THE WALL OR CEILING IN WHICH THEY OCCUR.
7. STRUCTURAL AND FIRE RESISTIVE INTEGRITY SHALL BE MAINTAINED AT PENETRATIONS FOR MECHANICAL, PLUMBING, ELECTRICAL, AND COMMUNICATIONS PIPE, DUCT AND CONDUIT AS INDICATED.
8. PROVIDE FIRE BLOCKING AT FLOOR, CEILING AND MID HEIGHT OF WALLS OVER 10'-0".
9. STUCCO, PLASTER AND GYPSUM BOARD SHALL TERMINATE WITH A "J" MOLDING WHERE THE EDGE IS EXPOSED UNLESS NOTED OR SPECIFIED OTHERWISE.
10. A FLOOR OR LANDING NOT MORE THE 1/4" BELOW THE THRESHOLD IS REQUIRED AT EACH SIDE OF AN EXIT DOOR.
11. BRAND OR TRADE NAME, SUBSTITUTIONS OF "EQUALS": REQUESTS FOR SUBSTITUTIONS OF AN ITEM AS AN "EQUAL" TO ANY ITEM INDICATED OR SPECIFIED MUST BE INCLUDED AS A PART OF THE CONTRACTOR'S BID PROPOSAL, AS SPECIFIED IN THE GENERAL CONDITIONS.
12. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER GRAPHIC SCALE. DO NOT SCALE DRAWINGS.
13. IT SHOULD BE NOTED THAT WHILE EXISTING UTILITY DRAWINGS ARE AVAILABLE, THERE IS NO ASSURANCE THAT ALL UTILITIES ARE SHOWN. THE CONTRACTOR SHALL PROCEED WITH CAUTION TO INSURE THAT ALL UTILITIES ENCOUNTERED, WHETHER OR NOT OF RECORD, SHALL BE PROTECTED FROM DAMAGE. THE CONTRACTOR SHALL ALSO TAKE PRECAUTIONS NECESSARY TO PROTECT HIMSELF AND ALL EMPLOYEES FROM INJURY WHICH MAY BE CAUSED BY CONTACT WITH UTILITY SERVICES.
14. GYPSUM BOARD FOR FIRE RATED ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH CBC CHAPTER 7.
15. DOOR HARDWARE SHALL BE LEVER TYPE.
16. MAXIMUM EFFORT TO OPERATE DOORS SHALL NOT EXCEED 5 POUNDS FOR EXTERIOR DOORS AND 5 POUNDS FOR INTERIOR DOORS.
17. FIRE DAMPER ASSEMBLIES, INCLUDING SLEEVES AND INSTALLATION PROCEDURES SHALL BE APPROVED BY THE BUILDING INSPECTOR PRIOR TO INSTALLATION.
18. INTERIOR FINISHES SHALL COMPLY WITH THE PROVISIONS OF CBC CHAPTER 8.
19. ALL DECORATIVE MATERIALS SHALL BE MAINTAINED IN A FLAME-RETARDANT CONDITION.
20. ALL REQUIRED PERMITS MUST BE OBTAINED FROM FIRE PLAN CHECK BEFORE BUILDING IS OCCUPIED.
21. BUILDING NUMBERS SHALL BE EASILY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY.
22. THE CONSTRUCTION, REMODEL, OR DEMOLITION OF A BUILDING SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF ROSEVILLE.
23. THESE PLANS AND ALL WORK SHALL COMPLY WITH THE CALIFORNIA BUILDING STANDARDS CODE FOUND IN THE STATE OF CALIFORNIA TITLE 24 CCR, AS AMENDED AND ADOPTED BY THE CITY OF ROSEVILLE.
24. CONTRACTOR SHALL THOROUGHLY COORDINATE ALL TRADES AS REQUIRED TO COMPLETE ALL WORK INDICATED AND NECESSARY FOR THE PROJECT.
25. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES AND SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED DURING CONSTRUCTION.
26. EXIT SIGNS MUST BE INTERNALLY ILLUMINATED (UFC SEC. 1212.4 & CBC SEC.1006).
27. TWO SEPARATE POWER SUPPLIES SHALL BE PROVIDED FOR EXIT SIGNS PER(CBC SEC. 1006).
28. THE CONTRACTOR SHALL ENFORCE ALL SAFETY MEASURES. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATION.
29. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND / OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEY OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT.
31. CONTRACTOR SHALL REPLACE IN KIND ANY TRAFFIC SENSORS DAMAGED DURING CONSTRUCTION.
32. PENETRATION OF FIRE RESISTIVE WALLS, FLOOR - CEILING ASSEMBLIES AND ROOF - CEILINGS SHALL BE PROTECTED AS REQUIRED IN CBC SECTION 712 AND 713.
33. NO HAZARDOUS MATERIALS WILL BE USED OR STORED WITHIN THE BUILDING WHICH EXCEED THE QUANTITIES SHOWN ON CBC TABLE 5003.1.1.
34. WHEN SERVING MORE THAN 100 SPRINKLER HEADS, AUTOMATIC SPRINKLER SYSTEMS SHALL BE SUPERVISED BY AN APPROVED CENTRAL PROGRAM OR REMOTE STATION SERVICE OR SHALL BE PROVIDED WITH A LOCAL ALARM WHICH WILL GIVE AN AUDIBLE SIGNAL AT A CONSTANTLY ATTENDED LOCATION.
35. WORK NOT SPECIFICALLY INDICATED OR SPECIFIED BUT WHICH IS REQUIRED FOR THE COMPLETION OF THE WORK SHALL BE PROVIDED IN THE SAME MANNER AS SIMILAR WORK WHICH IS REQUIRED OR SPECIFIED WITHOUT ADDITIONAL CHARGE.

FIRE NOTES

1. AT LEAST ONE PORTABLE FIRE EXTINGUISHER WITH A MINIMUM RATING OF 2A10BC SHALL BE PROVIDED WITHIN 75' MAXIMUM TRAVEL DISTANCE FOR EACH 3,000 SQUARE FEET OR PORTION THEREOF ON EACH FLOOR (CFC 906, UFC STANDARD 10-1, TITLE 19, SECT. 3.29). SEE PLANS FOR LOCATIONS.
2. AT LEAST ONE FIRE EXTINGUISHER WITH A MINIMUM RATING OF 4A20BC SHALL BE PROVIDED OUTSIDE OF EACH MECHANICAL, ELECTRICAL OR BOILER ROOM. (CFC 906, UFC STANDARD 10-1, TITLE 19, SECT. 3.29). SEE PLANS FOR LOCATIONS.
3. ANY TIME A BUILDING IS OCCUPIED THE MEANS OF EGRESS SHALL BE ILLUMINATED AT AN INTENSITY OF NOT LESS THEN 1 FOOT-CANDLE AT THE FLOOR LEVEL.
4. EGRESS ILLUMINATION REQUIRES A SOURCE OF EMERGENCY POWER WHEN THE OCCUPANT LOAD IS 100 OR MORE.

SYMBOLS

- GRID
- DETAIL
- BUILDING SECTION
- INTERIOR ELEVATION
- WALL TYPE
- WINDOW TYPE
- DOOR NUMBER
- ROOM NUMBER
- DATUM POINT
- CG — CORNER GUARD
- FE — FIRE EXTINGUISHER
- CONTINUOUS, UNOBSTRUCTED AND UNDIMINISHED PATH OF TRAVEL
- ROOM NAME
- BUNK / 123 — ROOM NUMBER

SHEET INDEX

No.	Description
T-1	TITLE SHEET
T-2	TITLE SHEET
T-3	ACCESSIBILITY DETAILS
T-4	ACCESSIBILITY DETAILS
T-5	ACCESSIBILITY DETAILS
T-6	SIGNAGE ACCESSIBILITY DETAILS
T-7	SITE ACCESSIBILITY DETAILS
C1.0	EXISTING CONDITIONS
C2.0	DEMOLITION PLAN
C3.0	SURFACE IMPROVEMENTS PLAN
C4.0	GRADING PLAN AND DRAINAGE
C5.0	DETAILS
A0.1	EGRESS PLAN
A1.1	SITE PLAN
A1.2	SITE DETAILS
A2.1	FLOOR PLAN & DEMO FLOOR PLAN
A2.2	DIMENSION PLAN & CURB PLAN
A2.3	REFLECTED CEILING PLAN & ROOF PLAN
A3.1	EXTERIOR ELEVATIONS
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A5.1	ENLARGED PLANS & INTERIOR ELEVATIONS
A5.2	ENLARGED PLANS & INTERIOR ELEVATIONS
A5.3	ENLARGED PLANS & INTERIOR ELEVATIONS
A6.1	ROOM FINISH SCHEDULE & DOOR SCHEDULE
A7.1	DETAILS
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M0.1	MECHANICAL SCHEDULE, NOTES & LEGENDS
M2.1	MECHANICAL FLOOR PLAN
P0.1	PLUMBING SCHEDULE, NOTES & LEGENDS
P0.2	PLUMBING FIXTURE SCHEDULE & DETAILS
P2.1	PLUMBING FLOOR PLAN
E001	LEGEND NOTES AND ABBREVIATIONS
E002	ELECTRICAL TI SPEC NOTES
E003	ELECTRICAL SINGLE LINE DIAGRAM
E101	ELECTRICAL POWER PLAN
E201	LIGHTING FLOOR PLAN
E301	EM LIGHTING PHOTOMETRICS
E501	ELECTRICAL DETAILS
E601	TITLE 24 FORMS
E602	TITLE 24 FORMS
E603	TITLE 24 FORMS
E604	TITLE 24 FORMS

PLUMBING CALCULATIONS

POOL AREA = 4,250 SF / 15 = 284 POOL USERS

142 MALE POOL USERS / 142 FEMALE POOL USERS

DRINKING FOUNTAINS*

284 OCCUPANTS

1 > 250 OCCUPANTS
2 > 450 OCCUPANTS
3 > 650 OCCUPANTS

2 DRINKING FOUNTAINS REQUIRED. 2 DRINKING FOUNTAINS PROVIDED. (1 SEPARATE HIGH/LOW FIXTURES, 50% PROVIDED ACCESSIBLE PER 11B-211.3 OF 2016 CBC

SHOWERS**

284 OCC /50 = 5.7 6 SHOWERS REQUIRED, 9 PROVIDED

WOMENS TOILETS**

142 OCC /60 = 2.4 3 TOILETS REQUIRED, 3 PROVIDED

MENS TOILETS & URINALS**

142 OCC. /75 = 1.9 2 TOILETS/URINALS REQUIRED, 3 PROVIDED

LAVATORIES**

284 OCC. /80 = 3.6 4 LAVATORIES REQUIRED, 4 PROVIDED

* CALCULATED PER 3117B OF 2019 CBC

** CALCULATED PER 3116.2 OF 2019 CBC

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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Not for Construction
For Council Approval

Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

Sheet Title:

TITLE SHEET

SHEET NUMBER:

T-2

CLEAR FLOOR SPACE FOR WHEELCHAIRS

1. MINIMUM CLEAR FLOOR OR GROUND SPACE REQUIRED TO ACCOMMODATE A SINGLE, STATIONARY WHEELCHAIR AND OCCUPANT IS 30" x 48". MINIMUM CLEAR FLOOR OR GROUND SPACE FOR WHEELCHAIRS MAY BE POSITIONED FOR FORWARD OR PARALLEL APPROACH TO AN OBJECT. FLOOR OR GROUND SPACE FOR WHEEL CHAIRS MAY BE PART OF THE KNEE SPACE AND TOE CLEARANCE REQUIRED UNDER SOME OBJECTS. ONE FULL UNOBSTRUCTED SIDE OF THE CLEAR FLOOR OR GROUND SPACE SHALL ADJOIN AN ACCESSIBLE ROUTE OR ADJOIN ANOTHER CLEAR FLOOR SPACE.
2. ALCOVES ARE TO BE 60" WIDE WHEN GREATER THAN 15" DEEP.
3. PROVIDE AN ADDITIONAL 6" WIDTH ON ONE SIDE FOR ALCOVES GREATER THAN 24" DEEP AND DESIGNED FOR FRONT APPROACH.

HAZARDS AND PROTRUDING OBJECTS

1. OBJECTS WITH LEADING EDGES BETWEEN 27" AND 80" ABOVE THE FINISHED FLOOR SHALL PROTRUDE NO MORE THAN 4" INTO CIRCULATION PATH.
2. OBJECTS MOUNTED WITH THEIR LEADING EDGES AT OR BELOW 27" ABOVE THE FINISHED FLOOR MAY PROTRUDE ANY AMOUNT.
3. OBJECTS MOUNTED ON POSTS / PYLONS MAY OVERHANG 12" MAXIMUM FROM 27" TO 80" ABOVE THE GROUND OR FINISHED FLOOR.
4. PROTRUDING OBJECTS SHALL NOT REDUCE THE REQUIRED CLEAR WIDTH OF AN ACCESSIBLE ROUTE OR MANEUVERING SPACE.
5. ANY OBSTRUCTION OVERHANGING A PEDESTRIAN WAY SHALL BE A MINIMUM OF 80" ABOVE THE WALKING SURFACE AS MEASURED TO THE BOTTOM OF THE OBSTRUCTION. GUARDRAILS OR OTHER BARRIERS SHALL BE PROVIDED WHERE THE VERTICAL CLEARANCE IS LESS THAN 80". SUCH GUARDRAILS SHALL BE LOCATED 27" MAX ABOVE FINISHED FLOOR.

PARKING

1. ACCESSIBLE PARKING SPACES SHALL BE LOCATED ON THE SHORTEST ACCESSIBLE ROUTE TO AN ACCESSIBLE ENTRANCE.
2. SURFACE SLOPES OF PARKING SPACES FOR THE PHYSICALLY DISABLED SHALL NOT EXCEED 1/4 INCH PER FOOT (2% GRADIENT) IN ANY DIRECTION.
3. DISABLED PARKING SPACES SHALL BE LOCATED SO AS NOT TO REQUIRE USERS TO WHEEL OR WALK BEHIND ANY OTHER NON-DISABLED OR DISABLED PARKING SPACE, OTHER THAN TO PASS BEHIND THE PARKING SPACE IN WHICH THEY PARKED.
4. IN EACH PARKING AREA, A BUMPER OR CURB SHALL BE PROVIDED AND LOCATED TO PREVENT ENCROACHMENT OF CARS OVER THE REQUIRED WIDTH OF ADJACENT ACCESSIBLE ROUTES.
5. PARKING SPACES RESERVED FOR PERSONS WITH DISABILITIES SHALL BE IDENTIFIED BY A REFLECTORIZED SIGN PERMANENTLY POSTED IMMEDIATELY ADJACENT TO AND VISIBLE FROM EACH STALL OR SPACE, CONSISTING OF A PROFILE VIEW OF A WHEELCHAIR WITH OCCUPANT, IN WHITE ON DARK BLUE BACKGROUND. THE SIGN SHALL NOT BE SMALLER THAN 70" IN AREA AND, WHEN IN THE PATH OF TRAVEL, SHALL BE POSTED AT A MINIMUM HEIGHT OF 80" FROM THE BOTTOM OF THE SIGN TO THE PARKING SPACE FINISHED GRADE. WHEN NOT IN THE PATH OF TRAVEL SIGNS MAY ALSO BE ON THE WALL AT THE INTERIOR END OF THE PARKING SPACE AT A MIN. HEIGHT OF 60" FROM THE PARKING SPACE FINISHED GRADE, GROUND, OR SIDEWALK MEASURED TO THE BOTTOM OF THE SIGN.
6. ADDITIONAL LANGUAGE OR AN ADDITIONAL SIGN BELOW THE ISA SHALL STATE "MINIMUM FINE $250"
7. VAN ACCESSIBLE SPACES SHOULD BE IDENTIFIED WITH THE ADDITIONAL WORDS "VAN ACCESSIBLE" ON THE SPACE IDENTIFICATION SIGN. ONE IN EVERY SIX ACCESSIBLE SPACES, BUT NEVER LESS THAN ONE, MUST BE VAN ACCESSIBLE.

WALKS AND SIDEWALKS

1. WALKS AND SIDEWALKS SHALL HAVE A CONTINUOUS COMMON SURFACE NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL WHICH EXCEED 1/4", AND SHALL BE A MINIMUM OF 48" IN WIDTH.
2. SURFACE CROSS SLOPES SHALL NOT EXCEED 2%. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 5%.
3. OPENINGS IN FLOOR OR GROUND SURFACES SHALL NOT ALLOW PASSAGE OF A SPHERE MORE THAN 1/2" DIAMETER. ENLONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.
4. WHEN THE SLOPE IN THE DIRECTION OF TRAVEL OF ANY WALK EXCEEDS 1 VERTICAL TO 20 HORIZONTAL, IT SHALL COMPLY WITH THE PROVISIONS OF RAMPS.
5. WHEN ABRUPT CHANGES IN LEVEL NOT EXCEEDING 1/2" OCCUR, THEY SHALL BE BEVELED WITH A SLOPE NO GREATER THE 1 UNIT VERTICAL TO 2 UNITS HORIZONTAL (50%), EXCEPT THAT LEVEL CHANGES NOT EXCEEDING 1/4" MAY BE VERTICAL.
6. ABRUPT CHANGES IN LEVEL ALONG ANY ACCESSIBLE ROUTE EXCEEDING 1/2" SHALL COMPLY WITH THE REQUIREMENTS FOR CURB RAMPS AND RAMPS.
7. WALKS SHALL BE PROVIDED WITH A LEVEL AREA NOT LESS THAN 60" x 60" AT A DOOR OR GATE THAT SWINGS TOWARD THE WALK, AND NOT LESS THAN 48" x 44" DEEP AT A DOOR OR GATE THAT SWINGS AWAY FROM THE WALK.
8. WALKS SHALL EXTEND A MINIMUM OF 24" TO THE SIDE OF THE STRIKE EDGE OF A DOOR OR GATE THAT SWINGS TOWARD THE WALK.
9. WALK AND SIDEWALK SURFACES SHALL BE STABLE, FIRM, AND SLIP-RESISTANT.
10. ABRUPT CHANGES IN LEVEL 4" OR MORE IN A VERTICAL DIMENSION BETWEEN WALKS, SIDEWALKS OR OTHER PEDESTRIAN WAYS AND ADJACENT SURFACES OR FEATURES SHALL BE IDENTIFIED BY A 6" MIN. HIGH CURB ABOVE WALK SURFACE OR GUARDRAIL W/ 2"-4" CENTERED HIGH GUIDE RAIL

ENTRANCES AND DOORS

1. ALL PRIMARY ENTRANCES AND EXTERIOR GROUND FLOOR EXIT DOORS TO BUILDINGS AND FACILITIES SHALL BE MADE ACCESSIBLE TO THE PHYSICALLY DISABLED.
2. ALL ACCESSIBLE ENTRANCES SHALL BE IDENTIFIED WITH ONE STANDARD INTERNATIONAL SYMBOL OF ACCESSIBILITY SIGN AND WITH ADDITIONAL DIRECTIONAL SIGNS IDENTIFYING THE LOCATION OF NEAREST ACCESSIBLE ENTRANCE, AS REQUIRED, VISIBLE FROM APPROACHING PEDESTRIAN WAYS.
3. EVERY REQUIRED ENTRANCE OR PASSAGE DOORWAY SHALL BE OF A SIZE AS TO PERMIT THE INSTALLATION OF A DOOR NOT LESS THAN 36 INCHES IN WIDTH, AND NOT LESS THAN 80" IN HEIGHT. DOORS SHALL BE CAPABLE OF OPENING AT LEAST 90 DEGREES AND SHALL BE MOUNTED SO THAT THE CLEAR WIDTH OF THE DOORWAY IS NOT LESS THAN 32".
4. LATCHING AND LOCKING DOORS THAT ARE HAND ACTIVATED AND WHICH ARE IN A PATH OF TRAVEL, SHALL BE OPERABLE WITH A SINGLE EFFORT BY LEVER TYPE HARDWARE, PANIC BARS, PUSH-PULL ACTIVATING BARS, OR OTHER HARDWARE DESIGNED TO PROVIDE PASSAGE WITHOUT REQUIRING THE ABILITY TO GRASP, PINCH OR TWIST THE OPENING HARDWARE AND MUST BE OPERABLE WITH ONE HAND.
5. THE OPERABLE PARTS OF LEVER HAND ACTIVATED DOOR OPENING HARDWARE SHALL BE MOUNTED BETWEEN 34" MINIMUM AND 44" MAXIMUM ABOVE THE FLOOR AND NOT REQUIRE MORE THAN 5 POUNDS OF FORCE TO OPERATE.
6. THE FLOOR OR LANDING LENGTH ON EACH SIDE OF AN ENTRANCE OR A PASSAGE DOOR SHALL BE LEVEL AND CLEAR AT LEAST 60" IN THE DIRECTION OF THE DOOR SWING AND AT LEAST 48" OPPOSITE THE DIRECTION OF THE DOOR SWING AS MEASURED AT RIGHT ANGLES TO THE FACE OF THE DOOR IN THE CLOSED POSITION. THE WIDTH OF THE LEVEL AND CLEAR AREA ON THE SIDE WHICH THE DOOR SWINGS SHALL EXTEND A MINIMUM OF 24" PAST THE STRIKE EDGE OF THE DOOR FOR DOORS WITH LATCH SIDE APPROACH AND 36" FOR DOORS REQUIRING HINGE SIDE APPROACH. REFER TO DETAIL B3 ON THIS DRAWING FOR ADDITIONAL CLEARANCE REQUIREMENTS.
7. THE FLOOR OR LANDING SHALL NOT BE MORE THAN 1/2" LOWER THAN THE THRESHOLD OF THE DOORWAY. CHANGES IN LEVEL BETWEEN 1/4" AND 1/2" SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2.
8. THE BOTTOM 10" OF ALL DOORS (EXCEPT SLIDING) SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE TO ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION WHERE NARROW FRAME DOORS ARE USED. A 10" HIGH SMOOTH PANEL SHALL BE INSTALLED ON THE PUSH SIDE OF THE DOOR, WHICH WILL ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST. SURFACES ALONG THIS AREA MUST BE WITHIN 1/16" OF THE SAME PLANE AS THE OTHER. CAVITIES CREATED BY KICK PLATES MUST BE CAPPED.
9. THE MAXIMUM EFFORT TO OPERATE DOORS SHALL NOT EXCEED 5 LBS. FOR EXTERIOR DOORS AND 5 LBS. FOR INTERIOR DOORS. SUCH PULL OR PUSH EFFORT BEING APPLIED AT RIGHT ANGLES TO HINGED DOORS AND AT THE CENTER PLANE OF SLIDING OR FOLDING DOORS. COMPENSATING DEVICES OR AUTOMATIC DOOR OPERATORS MAY BE UTILIZED TO MEET THE ABOVE STANDARDS. WHEN FIRE DOORS ARE REQUIRED, THE MAXIMUM EFFORT TO OPERATE THE DOOR MAY NOT EXCEED 15 LBS.
10. DOOR CLOSERS REQUIRE AT LEAST 5 SECONDS TO CLOSE FROM AN OPEN POSITION OF 90 DEGREES TO 12 DEGREES FROM THE LATCH
11. EACH GRADE-LEVEL EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE SIGN WITH THE WORD "EXIT". EACH EXIT DOOR THAT LEADS DIRECTLY TO GRADE-LEVEL EXTERIOR EXIT BY MEANS OF STAIRWAY OR RAMP IS IDENTIFIED BY A TACTILE SIGN THAT STATES "EXIT STAIR DOWN," "EXIT RAMP DOWN," "EXIT STAIR UP," OR "EXIT RAMP UP" AS APPROPRIATE. EACH EXIT DOOR THAT LEADS DIRECTLY TO GRADE-LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR EXIT PASSAGEWAY IS IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT ROUTE". EACH ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN IS IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT ROUTE". EACH DOOR THROUGH AN HORIZONTAL EXIT IS IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "TO EXIT".
12. VISION LIGHTS MUST HAVE BOTTOM OF AT LEAST ONE GLAZED PANEL LOCATED 43" MAX. ABOVE FLOOR FINISH.

STAIRS AND STAIRWAYS

1. STAIRWAYS SHALL HAVE HANDRAILS ON EACH SIDE. EVERY STAIRWAY REQUIRED TO BE MORE THAN 88" IN WIDTH SHALL BE PROVIDED WITH NOT LESS THAN ONE INTERMEDIATE HANDRAIL FOR EACH 88" OF REQUIRED WIDTH. INTERMEDIATE HANDRAILS SHALL BE SPACED APPROXIMATELY EQUALLY WITHIN THE ENTIRE WIDTH OF THE STAIRWAY.
2. THE UPPER APPROACH AND THE LOWER TREAD OF EACH INTERIOR STAIR SHALL BE MARKED BY A STRIPE OF CLEARLY CONTRASTING COLOR 2" WIDE MINIMUM & 4"WIDE MAXIMUM AND PLACED PARALLEL TO, AND NOT MORE THAN, 1" FROM THE NOSE OF THE STEP OR LANDING TO ALERT THE VISUALLY IMPAIRED. THE STRIPE IS TO EXTEND THE FULL WIDTH OF THE STEP. THE STRIPE SHALL BE OF A MATERIAL THAT IS AT LEAST AS SLIP RESISTANT AS THE TREADS OF THE STAIR.
3. WHERE STAIRS OCCUR OUTSIDE OF A BUILDING, THE UPPER APPROACH AND ALL TREADS SHALL BE MARKED BY A STRIPE OF CLEARLY CONTRASTING COLOR 2" WIDE MIN & 4" WIDE MAX. AND PLACED PARALLEL TO, AND NOT MORE THAN 1" FROM THE NOSE OF THE STEP OF LANDING TO ALERT THE VISUALLY IMPAIRED. THE STRIPE IS TO EXTEND THE FULL WIDTH OF THE STEP. THE STRIPE SHALL BE OF A MATERIAL THAT IS AT LEAST AS SLIP-RESISTANT AS THE TREADS OF THE STAIR. A PAINTED STRIPE SHALL BE ACCEPTABLE.
4. ALL STAIR TREAD SURFACES SHALL BE SLIP-RESISTANT.

HANDRAILS ON STAIRS

1. HANDRAILS AT STAIRWAYS SHALL BE 34" TO 38" ABOVE THE NOSING OF THE TREADS.
2. HANDRAILS AT THE TOP OF STAIRWAYS SHALL EXTEND A MINIMUM OF 12" OF LEVEL DISTANCE BEYOND THE TOP NOSING. HANDRAILS AT THE BOTTOM OF STAIRWAYS SHALL EXTEND A MINIMUM OF TREAD WIDTH PLUS 12" BEYOND THE BOTTOM NOSING BEFORE THEY ARE RETURNED. AT THE BOTTOM, THE HANDRAIL SHALL CONTINUE TO SLOPE FOR A DISTANCE OF THE WIDTH OF ONE TREAD FROM THE BOTTOM RISER. THE REMAINDER OF THE EXTENSION IS HORIZONTAL (LEVEL).
3. WHERE THE EXTENSION OF THE HANDRAIL IN THE DIRECTION OF THE STAIR RUN WOULD CREATE A HAZARD, THE EXTENSION SHALL BE MADE AT RIGHT ANGLES, ON THE FACE OF A RETURNING WALL. WHERE THE STAIRS ARE CONTINUOUS THE HANDRAIL SHALL BE CONTINUOUS AND NEED NOT EXTEND OUT INTO THE LANDING.
4. HANDRAILS SHALL NOT REDUCE THE REQUIRED WIDTH OF STAIR. WHERE HANDRAIL EXTENSIONS PROTRUDE MORE THAN 4 1/2" INTO AN ADJACENT ROUTE OF TRAVEL, PROVIDE CANE-DETECTABLE RAIL AT 27" ABOVE LANDING.
5. HANDRAILS SHALL BE CONTINIOUS WITHIN THE FULL LENGTH OF EACH STAIR FLIGHT OR RAMP RUN. INSIDE HANDRAILS ON SWITCHBACK OR DOGLEG STAIRS AND RAMPS SHALL BE CONTINUOUS BETWEEN FLIGHTS OR RUNS.

RAMPS

1. ALL RAMPS USED AS EXITS AND ANY PATH OF TRAVEL HAVING A SLOPE GREATER THAN 1:20 SHALL COMPLY WITH THE REQUIREMENTS OF THIS SECTION. RAMPS SHALL HAVE THE LEAST POSSIBLE SLOPE.
2. PEDESTRIAN RAMPS SHALL HAVE A MINIMUM WIDTH OF 48". RAMPS SERVING AN OCCUPANCY LOAD GREATER THAN 300 SHALL HAVE A MINIMUM WIDTH OF 60".
3. ALL RAMPS IN AREAS ACCESSIBLE TO PERSONS WITH DISABILITIES ON A PATH OF TRAVEL OR SERVING EXITS SHALL HAVE A 1:12 MAXIMUM SLOPE WITH CROSS SLOPES NO GREATER THAN 1:50. LANDINGS NOT TO EXCEED 1:50 IN ANY DIRECTION.
4. INTERMEDIATE LANDINGS OCCURRING AT NO DIRECTION CHANGE TO BE 60" LONG, RAMPS W/ INTERMEDIATE LANDING < OR EQUAL TO 30 DEGREES SHALL BE OF 60" LENGTH AND 60" WIDTH. INTERMEDIATE LANDINGS OCCURRING AT > EQUAL TO 30 DEGREES SHALL BE OF 72" LENGTH AND 60" WIDTH.
5. THE LEVEL LANDING WIDTH OF ANY RAMP SHALL EXTEND 24" PAST THE STRIKE EDGE OF ANY EXTERIOR DOOR OR GATE.
6. DOORS STANDING IN ANY POSITION SHALL NOT REDUCE THE MINIMUM DIMENSION OF THE RAMP TO LESS THAN 42" OR THE REQUIRED WIDTH BY MORE THAN 3".
7. HANDRAILS ARE REQUIRED ON RAMPS WHEN THE SLOPE EXCEEDS 1:20 (5%). HANDRAILS AT RAMPS SHALL RUN ALONG BOTH SIDES OF A RAMP, BE CONTINUOUS THE FULL LENGTH, AND EXTENSIONS AT THE TOP AND BOTTOM OF THE RAMP SHALL BE 12" MIN.
8. THE HANDRAIL GRIP SURFACE AT RAMPS SHALL BE MOUNTED BETWEEN 34" AND 38" ABOVE THE RAMP SURFACE.
9. ALL HANDRAIL ENDS SHALL BE RETURNED OR SHALL TERMINATE IN NEWEL POSTS OR SAFETY TERMINALS.
10. ALL HANDRAILS PROJECTED FROM A WALL SHALL BE MOUNTED WITH A MINIMUM 1-1/2 INCHES BETWEEN THE WALL AND THE HANDRAIL.
11. THE HAND GRIP PORTION OF HANDRAILS SHALL BE NOT LESS THAN 1-1/4" NOR MORE THAN 2" IN CROSS-SECTIONAL DIMENSION OR SHAPE AND SHALL PROVIDE AN EQUIVALENT SMOOTH GRIPPING SURFACE WITH NO SHARP CORNERS. HANDRAIL GRIPPING SURFACES WITH A NON-CIRCULAR CROSS SECTION SHALL HAVE A PERIMETER DIMENSION OF 4"MIN. AND 6 1/4" MAX. AND A CROSS SECTION DIMENSION OF 2 1/4" MAX.
12. HANDRAILS CANNOT PROJECT INTO THE REQUIRED CLEAR WIDTH OF THE RAMP MORE THAN 3 1/2" FROM EACH SIDE OF THE RAMP AT THE HANDRAIL HEIGHT.

SANITARY FACILITIES (GENERAL)

1. ALL DOORWAYS LEADING TO SANITARY FACILITIES SHALL HAVE 32" CLEAR, UNOBSTRUCTED OPENINGS.
2. ALL SINKS, FAUCET CONTROLS, AND OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 LBS. LEVER-OPERATED, PUSH TYPE, AND ELECTRONICALLY CONTROLLED MECHANISMS ARE EXAMPLES OF ACCEPTABLE DESIGNS. SELF-CLOSING VALVES ARE ALLOWED IF THE FAUCET REMAINS OPEN FOR AT LEAST 10 SECONDS.
3. LAVATORIES SHALL BE MOUNTED WITH A MINIMUM DISTANCE OF 18" FROM A WALL OR PARTITION TO THE CENTER OF THE FIXTURE. ACCESSIBLE LAVATORIES SHALL BE MOUNTED WITH THE RIM AND/OR COUNTER SURFACE NO HIGHER THAN 34" ABOVE THE FLOOR.

TOILET ROOM FIXTURES AND ACCESSORIES

1. THE HEIGHT OF ACCESSIBLE WATER CLOSETS SHALL BE A MINIMUM OF 17" AND A MAXIMUM OF 19" MEASURED TO THE TOP OF THE TOILET SEAT.
2. PROVIDE 17" MINIMUM - 18" MAXIMUM FROM THE CENTERLINE OF THE WATER CLOSET TO THE ADJACENT WALL.
3. TOILET AND URINAL FLUSH CONTROLS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. CONTROLS FOR THE FLUSH VALVES SHALL BE MOUNTED ON THE OPEN (WIDE) SIDE OF THE TOILET STALL. TOILET AND URINAL FLUSH CONTROLS SHALL BE NO MORE THAN 44" ABOVE THE FLOOR. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 LBS.
4. WHERE URINALS ARE PROVIDED, AT LEAST ONE SHALL HAVE A CLEAR SPACE 30" WIDE BY 48" LONG IN FRONT OF THE URINAL. AT LEAST ONE URINAL WITH 13 1/2" MIN. RIM PROJECTION FROM THE WALL AND A MAXIMUM OF 17" ABOVE THE FLOOR SHALL BE INSTALLED.
5. AMBULATORY STALLS ARE REQUIRED WHERE 6 OR MORE STALLS ARE PROVIDED WITHIN A MULTIPLE ACCOMODATION TOILET ROOM OR WHERE THE COMBINATION OF URINALS AND WATER CLOSETS TOTALS SIX OR MORE FIXTURES. AMBULATORY ACCESSIBLE COMPARTMENTS SHALL BE 60" DEEP MIN. AND 35"MIN - 37" MAX WIDE. COMPARTMENT DOORS SHALL NOT SWING INTO THE MINIMUM REQUIRED COMPARTMENT AREA.
6. A CLEAR FLOOR SPACE 30" WIDE BY 48" LONG SHALL BE PROVIDED IN FRONT OF A LAVATORY TO ALLOW FORWARD APPROACH. SUCH CLEAR SPACE SHALL ADJOIN OR OVERLAP AN ACCESSIBLE ROUTE AND SHALL EXTEND INTO KNEE AND TOE SPACE UNDERNEATH LAVATORY.
7. LAVATORIES SHALL BE MOUNTED WITH A CLEARANCE OF AT LEAST 29" FROM THE FLOOR TO THE BOTTOM OF THE APRON WITH 27" MINIMUM KNEE CLEARANCE UNDER THE FRONT LIP EXTENDING A MINIMUM OF 30" IN WIDTH WITH 8" MINIMUM DEPTH AT THE TOP. TOE CLEARANCE SHALL BE SAME WIDTH AND A MINIMUM OF 9 INCHES HIGH FROM THE FLOOR AND A MINIMUM OF 17"-19"MAXIMUM DEEP FROM THE FRONT OF THE LAVATORY.
8. HOT WATER AND DRAIN PIPES UNDER LAVATORIES SHALL BE INSULATED OR OTHERWISE COVERED. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.
9. MIRRORS LOCATED ABOVE LAVATORIES OR COUNTERTOPS SHALL HAVE BOTTOM OF REFLECTIVE SURFACE 40" MAX. ABOVE FINISHED FLOOR; MIRRORS MOUNTED ELSEWHERE SHALL HAVE BOTTOM EDGE OF REFLECTIVE SURFACE 35" MAX. ABOVE FINISHED FLOOR. TOP EDGE OF MIRRORS SHOULD BE 74" HIGH TO BE USEABLE BY AMBULATORY PEOPLE.
10. LOCATE PAPER TOWEL DISPENSERS, SANITARY NAPKIN DISPENSERS, AND WASTE RECEPTACLES WITH ALL OPERABLE PARTS NOT MORE THAN 40" FROM THE FLOOR.
11. LOCATE TOILET TISSUE DISPENSERS ON THE WALL 7-9" FROM THE FRONT OF THE WATER CLOSET TO THE CENTERLINE OF THE DISPENSER. THE OUTLET OF THE DISPENSER SHALL BE 19" MIN. ABOVE FINISHED FLOOR AND SHALL NOT BE LOCATED BEHIND GRAB BARS. DISPENSERS SHALL NOT BE OF A TYPE THAT CONTROLS DELIVERY OR THAT DOES NOT ALLOW CONTINIOUS PAPER FLOW.
12. DOORS CANNOT SWING INTO THE REQUIRED CLEAR FLOOR SPACE AT ANY FIXTURE OTHER THAN THE DOOR TO THE ACESSIBLE WATER CLOSET COMPARTMENT. A DOOR, IN ANY POSITION, MAY ENCROACH INTO THE TURNING SPACE BY 12" MAX
13. CLEARANCE AROUND WATER CLOSET SHALL BE 60" WIDE x 56" DEEP PROVIDED IN FRONT OF THE WATER CLOSET, NO OTHER FIXTURES CAN BE LOCATED WITHIN THIS AREA. A MIN. 60" WIDE AND 48" DEEP MANEUVERING SPACE SHALL BE PROVIDED IN FRONT OF THE WATER CLOSET.
14. SANITARY NAPKIN DISPOSAL UNITS, IF PROVIDED, SHALL COMPLY WITH SECTION 11B-309.4 AND SHALL BE WALL MOUNTED AND LOCATED ON THE SIDE WALL BETWEEN THE REAR WALL OF THE TOILET AND THE TOILET PAPER DISPENSER, ADJACENT TO THE TOILET PAPER DISPENSER. THE DISPOSAL UNIT SHALL BE LOCATED BELOW THE GRAB BAR WITH THE OPENING OF THE DISPOSAL UNIT 19 INCHES MINIMUM ABOVE THE FINISH FLOOR.

MULTIPLE ACCOMMODATION TOILET ROOMS

1. A CLEAR SPACE, MEASURED FROM THE FLOOR TO A HEIGHT OF 27" ABOVE THE FLOOR, WITHIN THE SANITARY FACILITY ROOM, OF SUFFICIENT SIZE TO INSCRIBE A CIRCLE OF A DIAMETER NOT LESS THAN 60 INCHES, OR A T SHAPED SPACE IN ACCORDANCE WITH 11B-304.3.2 SHALL BE PROVIDED.
2. CLEARANCE AROUND A WATER CLOSET SHALL BE 60" MIN. MEASURED PERPENDICULAR FROM THE SIDE WALL AND 56" MIN. MEASURED PERPENDICULAR FROM THE REAR WALL. A 48" LONG CLEAR SPACE IN FRONT OF WATER CLOSET SHALL BE PROVIDED IF THE COMPARTMENT HAS AN END OPENING DOOR (FACING THE WATER CLOSET). A 60" LONG CLEAR SPACE SHALL BE PROVIDED IN COMPARTMENT WHEN DOOR IS LOCATED AT THE SIDE. GRAB BARS SHALL NOT PROJECT MORE THAN 3" INTO CLEAR SPACE SPECIFIED ABOVE.
3. WATER CLOSET COMPARTMENT SHALL BE EQUIPPED WITH DOOR THAT HAS AN AUTOMATIC CLOSING DEVICE. AND A CLEAR UNOBSTRUCTED OPENING WIDTH OF 32" WHEN LOCATED AT THE END, AND 34" WHEN LOCATED AT SIDE. WHEN THE DOOR IS POSITIONED AT AN ANGLE OF 90 DEGREES FROM ITS CLOSED POSITION.
4. EXCEPT FOR DOOR OPENINGS, A CLEAR UNOBSTRUCTED ACCESS NOT LESS THAN 44" SHALL BE PROVIDED TO ALL WATER CLOSET COMPARTMENTS DESIGNED FOR USE BY THE DISABLED. THE SPACE IMMEDIATELY IN FRONT OF A WATER CLOSET COMPARTMENT SHALL BE NOT LESS THAN 48" AS MEASURED AT RIGHT ANGLES TO THE COMPARTMENT DOOR IN ITS CLOSED POSITION.
5. THE WATER CLOSET AND DOOR MANEUVERING CLEARANCE CANNOT OVERLAP IN THE ACCESSIBLE STALL.
6. STALL DOORS TO BE HINGED 4" MAXIMUM OPPOSITE THE WATER CLOSET FOR FRONT OR SIDE OPENING DOORS.
7. STALL DOORS CANNOT SWING INTO THE REQUIRED CLEAR AREA AT THE WATER CLOSET.
8. A DOOR PULL SHALL BE PLACED ON BOTH SIDES OF THE DOOR NEAR THE LATCH.

GRAB BARS

1. GRAB BARS SHALL BE LOCATED ON ONE SIDE AND THE BACK OF THE PHYSICALLY DISABLED TOILET STALL OR COMPARTMENT AND SHALL BE SECURELY ATTACHED 33" MINIMUM-36" MAXIMUM, MEASURED TO THE TOP OF GRIPING SURFACE, ABOVE AND PARALLEL TO THE FLOOR.
2. GRAB BARS AT THE SIDE SHALL BE AT LEAST 42" LONG WITH THE FRONT END POSITIONED 54"MINIMUM FROM THE BACK OF THE STALL AND WITH THE FRONT END POSITIONED 24" MINIMUM IN FRONT OF THE WATER CLOSET. THE SIDE GRAB BAR SHALL BE LOCATED 12" MAXIMUM FROM THE REAR WALL. GRAB BARS AT THE BACK SHALL NOT BE LESS THAN 36" LONG AND SHALL EXTEND FROM THE CENTERLINE OF THE WATER CLOSET 12" MINIMUM ON ONE SIDE AND 24"MINIMUM ON THE OTHER SIDE.
3. THE DIAMETER OR WIDTH OF THE GRIPPING SURFACES OF A GRAB BAR WITH CIRCULAR CROSS SECTIONS SHALL HAVE AN OUTSIDE DIAMETER OF 1 1/4"MIN AND 2" MAXIMUM. GRAB BARS WITH NON CIRCULAR CROSS SECTIONS SHALL HAVE A CROSS SECTION DIMENSION OF 2" MAXIMUM AND A PERIMETER DIMENSION OF 4" MIN AND 4.8" MAXIMUM. IF THE GRAB BARS ARE MOUNTED ADJACENT TO A WALL, THE SPACE BETWEEN THE WALL AND THE GRAB BARS SHALL BE 1-1/2".
4. GRAB BARS, AND ANY WALL OR OTHER SURFACE ADJACENT TO IT, SHALL BE FREE OF ANY SHARP OR ABRASIVE ELEMENTS.
5. GRAB BARS SHALL NOT ROTATE WITHIN THEIR FITTINGS.
6. GRAB BARS SHALL BE DESIGNED TO SUPPORT A 250 POUND FORCE.
7. NO OBJECT TO BE MOUNTED WITHIN 1 1/2" BELOW OR 12" ABOVE ANY GRAB BAR.

SIGNAGE

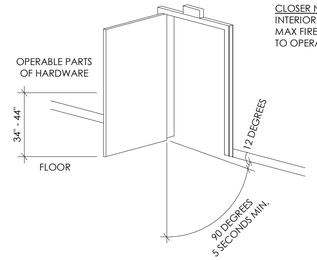
1. BASELINE OF THE HIGHEST LINE OF RAISED CHARACTER TO BE 60" MAXIMUM AND BASELINE OF THE LOWEST BRAILLE CELLS TO BE 48" MINIMUM ABOVE FINISHED FLOOR.
2. TACTILE ROOM IDENTIFICATION SIGNS SHALL BE LOCATED SO THAT A CLEAR FLOOR SPACE OF 18" MIN. x 18" MIN. CENTERED ON SIGN IS PROVIDED BEYOND THE ARC OF ANY DOOR SWING.

TELEPHONES

1. PROVIDE A 30" X 48" CLEAR SPACE AT TELEPHONE. THE CLEAR SPACE MAY INCLUDE KNEE SPACE UNDER THE TELEPHONE.
2. THE HIGHEST OPERABLE PART OF THE TELEPHONE SHALL BE 48" MAX.
3. TELEPHONES MOUNTED IN A CORNER THAT REQUIRE WHEELCHAIR USERS TO REACH DIAGONALLY SHALL HAVE THE HIGHEST OPERABLE PART NO HIGHER THAN 48" AFF.
4. THE CORD FROM THE TELEPHONE TO THE HANDSET SHALL BE AT LEAST 29" LONG.
5. ALL PUBLIC TELEPHONES SHALL HAVE VOLUME CONTROL AND BE IDENTIFIED WITH APPROPRIATE SIGNAGE
6. TELEPHONES SHALL HAVE PUSH-BUTTON CONTROLS WHERE SERVICE FOR SUCH EQUIPMENT IS AVAILABLE. ALL OPERABLE PARTS, INCLUDING BUT NOT LIMITED TO COIN RETURN, SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THE FORCE TO ACTIVATE OPERABLE PARTS SHALL NOT EXCEED 5LBS MAX.

ADDITIONAL REQUIREMENTS

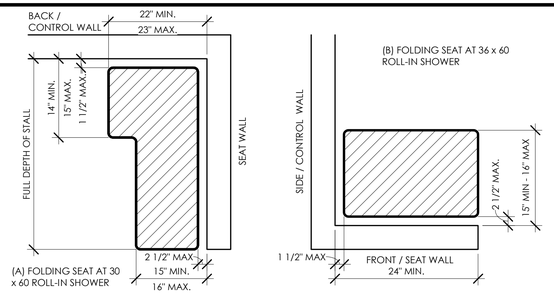
1. THE TOP OF THE BOX OF THE OPERATING HANDLE OF SWITCHES INTENDED TO BE USED BY OCCUPANTS OF A ROOM OR AREA TO CONTROL LIGHTING AND RECEPTACLE OUTLETS, APPLIANCES, OR COOLING, HEATING AND VENTILATING EQUIPMENT, SHALL COMPLY WITH SECTION 11B-308 EXCEPT THE LOW REACH SHALL BE MEASURED TO THE BOTTOM OF THE OUTLET BOX AND THE HIGH REACH SHALL BE MEASURED TO THE TOP OF THE OUTLET BOX.
2. ELECTRICAL RECEPTACLE OUTLETS ON BRANCH CIRCUITS OF 30 AMPERES OR LESS AND COMMUNICATION SYSTEM RECEPTACLES SHALL COMPLY WITH SECTION 11B-308 EXCEPT THE LOW REACH SHALL BE MEASURED TO THE BOTTOM OF THE OUTLET BOX AND THE HIGH REACH SHALL BE MEASURED TO THE TOP OF THE OUTLET BOX.
3. HIGHEST OPERABLE PART OF FIRE ALARM INITIATING DEVICES (BOXES) SHALL BE LOCATED NO LESS THAN 42" AND NOT MORE THAN 48" MEASURED VERTICALLY FROM ABOVE THE LEVEL OF THE ADJACENT FLOOR, WORKING PLATFORM, GROUND SURFACE, OR SIDEWALK TO THE HIGHEST POINT OF THE ACTIVATING HANDLE OR LEVER OF THE BOTTOM.
4. INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL BE THE STANDARD USED TO IDENTIFY FACILITIES THAT ARE ACCESSIBLE TO AND USABLE BY PHYSICALLY DISABLED PERSONS. THE SYMBOL SPECIFIED ABOVE SHALL CONSIST OF A WHITE FIGURE ON BLUE BACKGROUND. THE BLUE SHALL BE EQUAL TO COLOR NO. 15090 IN FEDERAL STANDARD 595C.
5. ALL CONTROLS TO BE 15" MIN. TO 48" MAX., REGARDLESS OF APPROACH. WHERE A HIGH FORWARD REACH IS OVER AN OBSTRUCTION, THE CLEAR FLOOR SPACE SHALL EXTEND BENEATH THE ELEMENT FOR A DISTANCE NOT



NOTE:
DOOR CLOSERS, IF PRESENT, MUST BE SET SO THAT IT TAKES THE DOOR AT LEAST 5 SECONDS FROM 90 DEGREES TO 12 DEGREES FROM THE LATCH

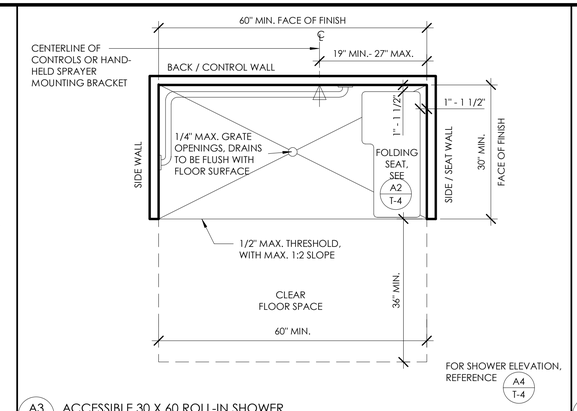
CLOSER NOTE:
INTERIOR DOOR / EXTERIOR DOOR 5 LBS. MAX FIRE RATED DOOR 15 LBS. MAX FORCE TO OPERATE

A1 T-4 ACCESSIBLE HARDWARE REQUIREMENTS
SCALE: 1/4" = 1'-0"

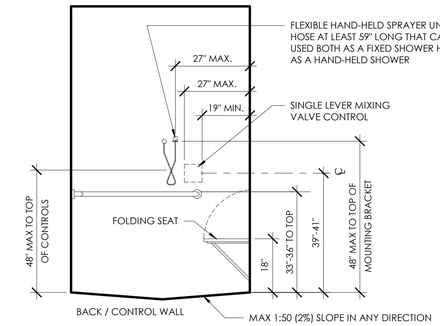


NOTES:
1. WHEN FOLDED, THE SHOWER SEAT DOES NOT EXTEND MORE THAN 6" FROM THE MOUNTING WALL.
2. SHOWER SEAT PROVIDES MINIMUM STRUCTURAL STRENGTH TO SUPPORT A 250 LB. POINT LOAD.
3. GRAB BARS ARE LOCATED ON WALLS ADJACENT TO AND OPPOSITE THE SEAT.
4. CONTINUOUS L-SHAPED GRAB BAR IS PROVIDED ALONG THE WALLS OPPOSITE FROM AND ADJACENT TO THE SEAT (BUT NOT TO EXTEND TO INCLUDED THAT PORTION OF WALL OVER THE SEAT.
5. THE TOP OF THE SEAT SHALL BE 17" MIN. AND 19" MAX. ABOVE FINISH FLOOR.
6. THE SEAT SHALL BE INSTALLED SO THAT IT EXTENDS TO A POINT WITHIN 3" OF THE COMPARTMENT ENTRY.

A2 T-4 SHOWER SEAT
SCALE: 1" = 1'-0"



A3 T-4 ACCESSIBLE 30 X 60 ROLL-IN SHOWER
SCALE: 3/4" = 1'-0"



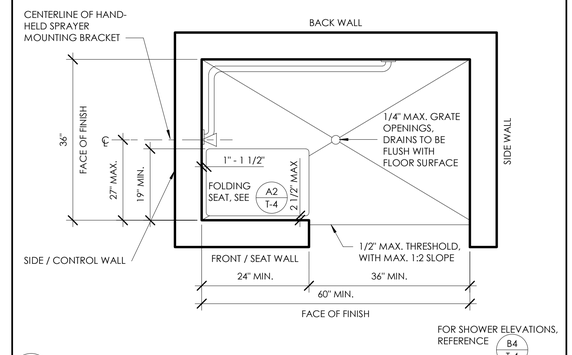
A4 T-4 ACCESSIBLE 30 X 60 ROLL-IN SHOWER - ELEVATION
SCALE: 1/2" = 1'-0"

NOTES:
1. DOORS TO THE ACCESSIBLE WATER, CLOSET COMPARTMENTS SHALL BE EQUIPPED WITH A SELF CLOSING DEVICE.
2. IF STANDARD COMPARTMENTS ARE USED, PROVIDE SELF CLOSING DEVICES. IF NON-STANDARD COMPARTMENT DOORS ARE USED, PROVIDE CLEARANCE AT THE STRIKE EDGE.
3. REQUIRED CLEAR OPENINGS FOR ACCESSIBLE STALL DOORS ARE AS FOLLOWS - SIDE ENTRY 34" CLEAR MIN - END ENTRY 32" CLEAR MIN.
4. PROVIDE 18x60 DOOR MANEUVERING CLEARANCE ON OUTSWINGING STALL DOORS.
5. U-SHAPED HARDWARE TO BE PROVIDED ON BOTH SIDES OF THE DOOR NEAR THE LATCH.
6. STALL DOOR CANNOT SWING INTO THE REQUIRED CLEAR FLOOR SPACE AT THE WATER CLOSET.

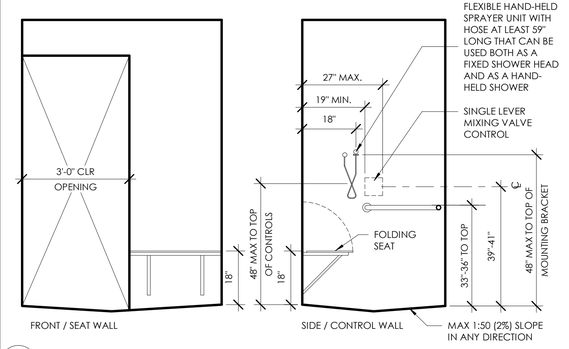
B1 T-4 TOILET STALL DOOR
SCALE: 1/4" = 1'-0"

NOTE:
THE INSIDE AND OUTSIDE OF THE COMPARTMENT DOORS TO ACCESSIBLE STALLS MUST BE EQUIPPED WITH A LOOP OR U-SHAPED HANDLE NEAR THE LATCH. THE LATCH MUST BE FLIP-OVER STYLE, SLIDING OR OTHER HARDWARE OPERABLE W/ONE HAND AND NOT REQUIRING TIGHT GRASPING, PINCHING, OR TWISTING TO OPERATE

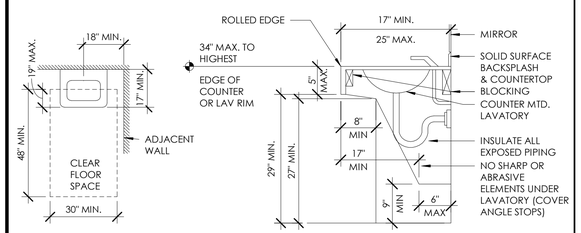
B2 T-4 TOILET DOOR STALL HARDWARE
SCALE: 1/4" = 1'-0"



B3 T-4 ACCESSIBLE 36 X 60 ROLL-IN SHOWER
SCALE: 3/4" = 1'-0"

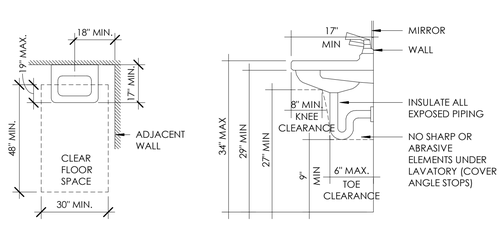


B4 T-4 ACCESSIBLE 36 X 60 ROLL-IN SHOWER - ELEVATIONS
SCALE: 1/2" = 1'-0"



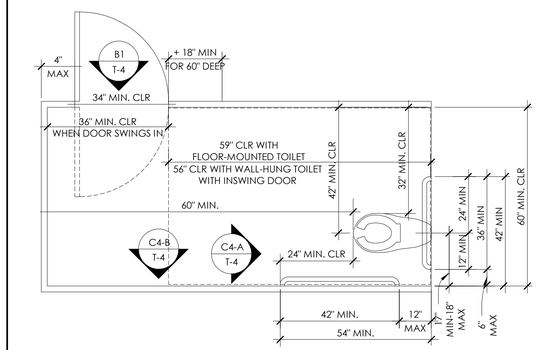
NOTE:
1. THE ACCESSIBLE LAVATORIES SHALL COMPLY WITH THE FOLLOWING:
   A. THE FAUCETS CONTROLS, AND OPERATING MECHANISM ARE:
      1. THE TYPE WHICH DOES NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST & BE OPERABLE W/ONE HAND.
      2. HAS AN OPERATING FORCE OF LESS THAN OR EQUAL TO 5 LBS.
   B. IF SELF-CLOSING VALVES ARE USED, THEY SHALL REMAIN OPEN FOR GREATER THAN 10 SECONDS.
   C. CLEAR FLOOR SPACE NOT TO EXTEND MORE THAN 19" UNDER LAVATORY.

C1 T-4 COUNTER MOUNTED LAVATORY
SCALE: 1/2" = 1'-0"

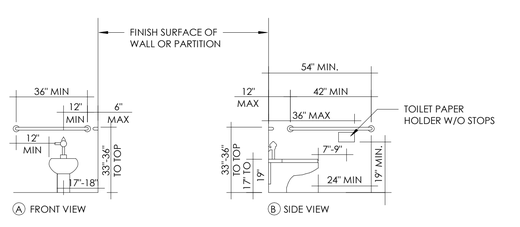


NOTE:
1. THE ACCESSIBLE LAVATORIES SHALL COMPLY WITH THE FOLLOWING:
   A. THE FAUCETS CONTROLS, AND OPERATING MECHANISM ARE:
      1. THE TYPE WHICH DOES NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST.
      2. HAS AN OPERATING FORCE OF LESS THAN OR EQUAL TO 5 LBS.
      3. BE OPERABLE WITH ONE HAND
   B. IF SELF-CLOSING VALVES ARE USED, THEY SHALL REMAIN OPEN FOR GREATER THAN 10 SECONDS

C2 T-4 WALL MOUNTED LAVATORY
SCALE: 1/2" = 1'-0"

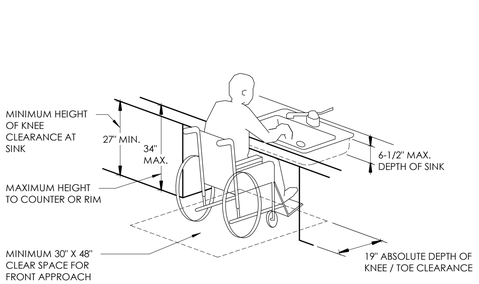


C3 T-4 TOILET STALL - SIDE OPENING
SCALE: 1/2" = 1'-0"

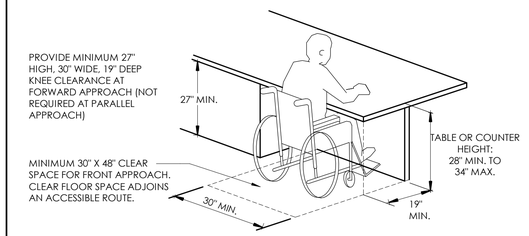


NOTES:
1. THE CONTROLS FOR THE FLUSH VALVE SHALL BE:
   A. OPERABLE WITH ONE HAND.
   B. NOT REQUIRE TIGHT GRASPING, PINCHING OR TWIST OF THE WRIST.
   C. BE MOUNTED ON THE WIDE SIDE OF THE TOILET.
   D. BE MOUNTED AT 44" A.F.F. MAXIMUM
   E. ACTIVATED WITH A FORCE OF LESS THAN OR EQUAL TO 5 LBS.
   F. ALLOW 1 1/2" CLEAR BELOW THE GRAB BAR TOPPING AND 12" CLEAR ABOVE GRAB BAR.

C4 T-4 WATER CLOSET REQUIREMENTS
SCALE: 1/4" = 1'-0"

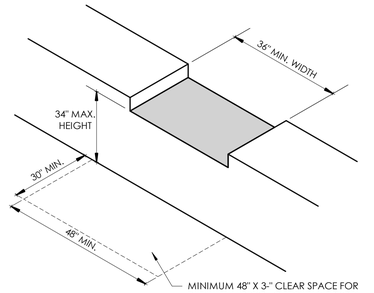


D1 T-4 ACCESSIBLE SINK
SCALE: N.T.S.



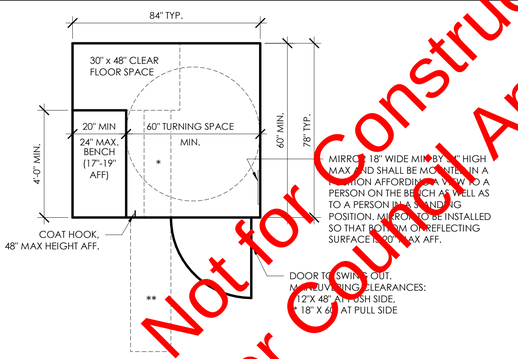
NOTES:
1. WHERE FOOD OR DRINK IS SERVED AT COUNTERS EXCEEDING 34" IN HEIGHT FOR CONSUMPTION BY CUSTOMERS SEATED OR STANDING AT THE COUNTER, A PORTION OF THE MAIN COUNTER WHICH IS 60" MINIMUM IN LENGTH SHALL BE PROVIDED.
2. WHEN A PARALLEL APPROACH IS PROVIDED KNEE CLEARANCE IS NOT REQUIRED.
3. PARALLEL APPROACH IS ALLOWED AT SALES AND SERVICES COUNTERS, NOT DINING AND WORK SURFACES. SEE D3 T-4

D2 T-4 ACCESSIBLE TABLE OR COUNTER WITH FORWARD APPROACH
SCALE: N.T.S.



NOTE:
1. THE ACCESSIBLE COUNTERS SHALL BE THE SAME DEPTH AS STANDARD COUNTERS
2. PARALLEL APPROACH IS NOT ALLOWED AT DINING AND WORK SURFACES

D3 T-4 ACCESSIBLE SALES COUNTER WITH PARALLEL APPROACH
SCALE: N.T.S.



D4 T-4 DRESSING ROOM DETAIL
SCALE: 3/8" = 1'-0"

Not for Construction
For County Approval

LICENSED ARCHITECT
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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

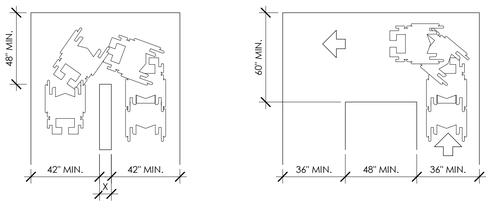
Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

Sheet Title:

ACCESSIBILITY DETAILS

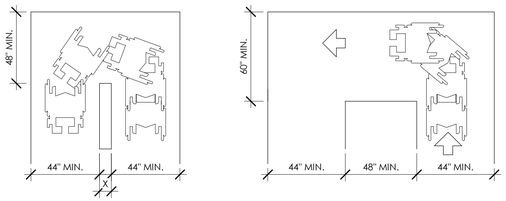
SHEET NUMBER:

T-4



NOTE: DIMENSIONS SHOWN APPLY WHEN X<48".

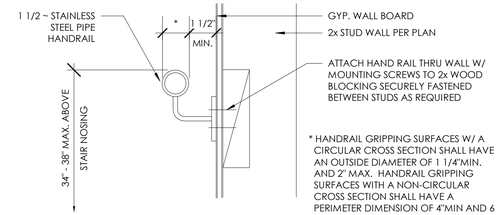
TURNS AROUND AN OBSTRUCTION - 36" AISLES, 90 DEGREE TURN



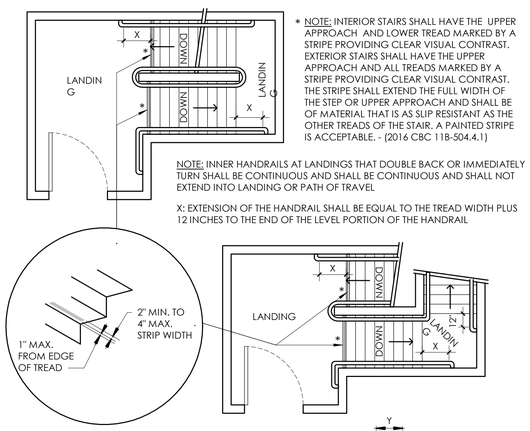
NOTE: DIMENSIONS SHOWN APPLY WHEN X<48".

TURNS AROUND AN OBSTRUCTION - 44" AISLES, 90 DEGREE TURN

A1 T-5 TURNS AROUND AN OBSTRUCTION
SCALE: NTS



B1 T-5 STAIR HANDRAIL
SCALE: 3" = 1'-0"



* NOTE: INTERIOR STAIRS SHALL HAVE THE UPPER APPROACH AND LOWER TREAD MARKED BY A STRIPE PROVIDING CLEAR VISUAL CONTRAST. EXTERIOR STAIRS SHALL HAVE THE UPPER APPROACH AND ALL TREADS MARKED BY A STRIPE PROVIDING CLEAR VISUAL CONTRAST. THE STRIPE SHALL EXTEND THE FULL WIDTH OF THE STEP OR UPPER APPROACH AND SHALL BE OF MATERIAL THAT IS AS SLIP RESISTANT AS THE OTHER TREADS OF THE STAIR. A PAINTED STRIPE IS ACCEPTABLE. - (2016 CBC 11B-504.4.1)

NOTE: INNER HANDRAILS AT LANDINGS THAT DOUBLE BACK OR IMMEDIATELY TURN SHALL BE CONTINUOUS AND SHALL BE CONTINUOUS AND SHALL NOT EXTEND INTO LANDING OR PATH OF TRAVEL

X: EXTENSION OF THE HANDRAIL SHALL BE EQUAL TO THE TREAD WIDTH PLUS 12 INCHES TO THE END OF THE LEVEL PORTION OF THE HANDRAIL

EXTENSION AT BOTTOM OF RUN

EXTENSION AT TOP OF RUN

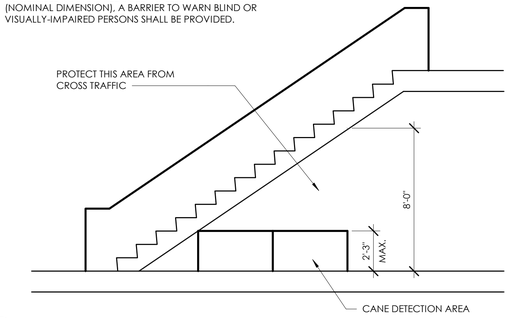
A - TREAD DEPTH (11" MIN.)
B - RISER HEIGHT (4" MIN., 7" MAX.)
X - THE MINIMUM HANDRAIL EXTENSION OF 12 INCHES PLUS THE WIDTH OF TREAD REQUIRED AT EACH BOTTOM RISER

A - TREAD DEPTH (11" MIN.)
B - RISER HEIGHT (4" MIN., 7" MAX.)
Y - THE MINIMUM HANDRAIL EXTENSION REQUIRED AT EACH TOP RISER

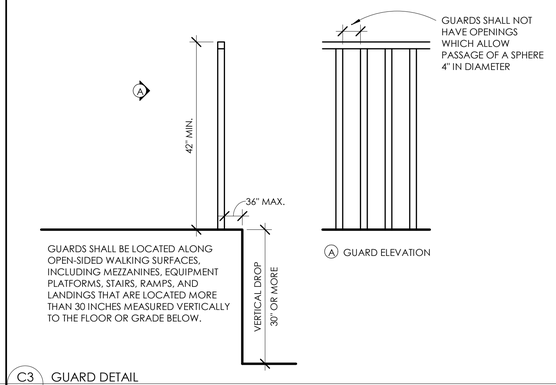
NOTES:
HANDRAILS TO BE PROVIDED AT EACH SIDE OF STAIRWAY FLIGHT. HANDRAILS SHALL RETURN SMOOTHLY TO FLOOR, WALL OR POST.
ALL STEPS ON A FLIGHT OF STAIRS SHALL HAVE UNIFORM RISER HEIGHTS AND UNIFORM TREAD DEPTHS.
ALL TREAD SURFACES AND STRIPING MATERIAL SHALL BE SLIP-RESISTANT.
OPEN RISERS ARE NOT PERMITTED.

D1 T-5 STAIRWAY TREADS, RISERS AND HANDRAIL EXTENSIONS
SCALE: NTS

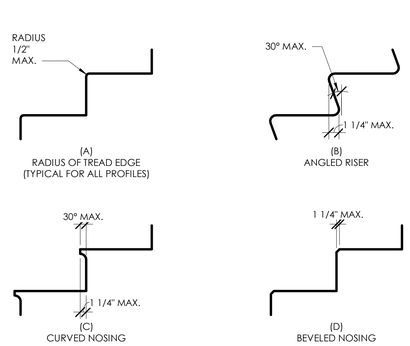
IF VERTICAL CLEARANCE OF AN AREA ADJOINING AN ACCESSIBLE ROUTE IS REDUCED TO LESS THAN 80 INCHES (NOMINAL DIMENSION), A BARRIER TO WARN BLIND OR VISUALLY-IMPAIRED PERSONS SHALL BE PROVIDED.



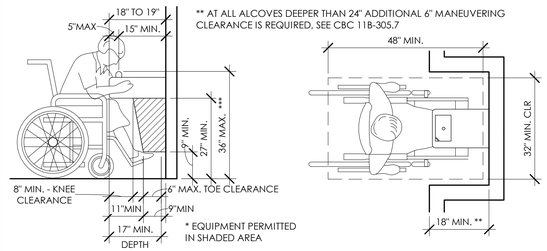
C2 T-5 CANE DETECTION AT OVERHEAD HAZARD
SCALE: 1/4" = 1'-0"



C3 T-5 GUARD DETAIL
SCALE: 3/4" = 1'-0"



D2 T-5 STAIR NOSINGS
SCALE: NTS



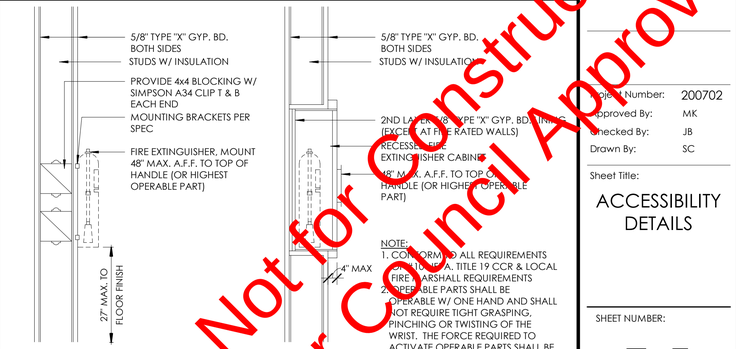
SPOUT HEIGHT AND KNEE CLEARANCE AT DRINKING FOUNTAINS

*** SPOUT HEIGHT FOR STANDING PERSONS SHALL BE 38"HIGH MIN. AND 43"HIGH MAX.

CLEAR FLOOR SPACE AT DRINKING FOUNTAIN ALCOVES

NOTE: THE FLOW OF WATER SHALL BE ACTIVATED BY A MANUALLY OPERATED SYSTEM THAT IS FRONT OR SIDE MOUNTED AND LOCATED WITHIN 6" OF THE FRONT EDGE OF THE FOUNTAIN. THE SPOUT SHALL PROVIDE A FLOW OF WATER 4" HIGH MIN. AND SHALL BE LOCATED 5"MAX FROM THE FRONT OF THE UNIT. THE ANGLE OF THE WATER STREAM SHALL BE MEASURED HORIZONTALLY FROM THE FRONT. WHERE SPOUTS ARE LESS THAN 3" FROM THE FRONT THE ANGLE OF WATER SHALL BE 30 DEGREES MAX. WHERE SPOUTS ARE BETWEEN 3"-5" FROM FRONT THE ANGLE OF WATER SHALL BE 15 DEGREES MAX.

D3 T-5 DRINKING FOUNTAIN
SCALE: 1/2" = 1'-0"



D4 T-5 FIRE EXTINGUISHER CABINET
SCALE: 1" = 1'-0"

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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

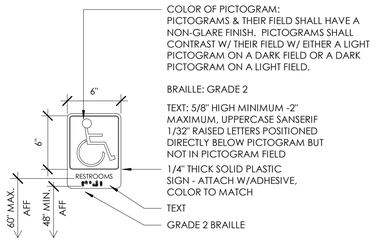
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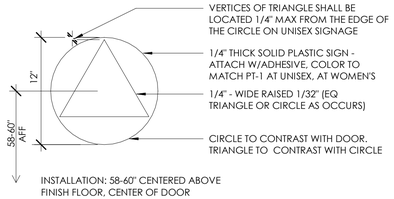
ACCESSIBILITY DETAILS

SHEET NUMBER:

T-5

Not for Construction
For Council Approval





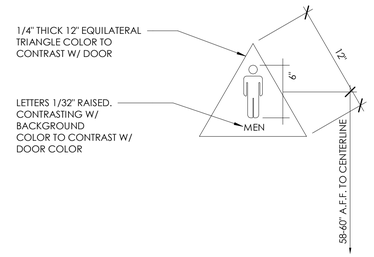
INSTALLATION: 58-60" CENTERED ABOVE FINISH FLOOR, CENTER OF DOOR

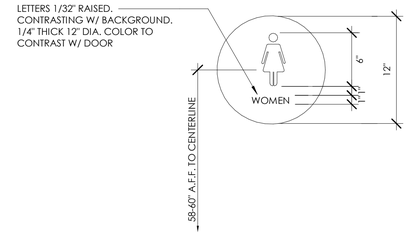
INSTALLATION: SIGNS TO BE INSTALLED SO THAT TACTILE CHARACTERS ON SIGNS SHALL BE LOCATED 48" MINIMUM ABOVE FINISH FLOOR MEASURED FROM THE BASELINE OF THE LOWEST BRAILLE CELLS AND 60" MAXIMUM ABOVE FINISH FLOOR MEASURED FROM THE HIGHEST LINE OF RAISED CHARACTERS.

NOTES:

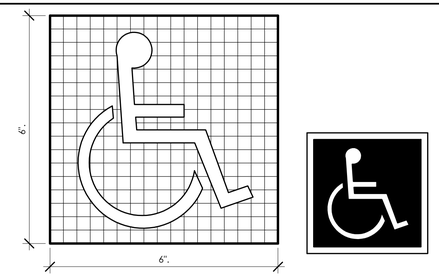
1. PICTOGRAM AND TEXT SHOWN IS FOR UNISEX RESTROOM. AT MEN'S AND WOMEN'S RESTROOM ADJUST PICTOGRAM AND TEXT TO MATCH, SEE A3/T-6
2. EDGES OF SIGNS SHALL BE ROUNDED, CHAMFERED OR EASED. CORNERS OF SIGNS SHALL HAVE A MINIMUM RADIUS OF 1/8 INCH.

A1 / T-6 RESTROOM SIGNAGE
SCALE: 1 1/2" = 1'-0"





A3 / T-6 DOOR MOUNTED TOILET ROOM SIGNAGE
SCALE: 1 1/2" = 1'-0"



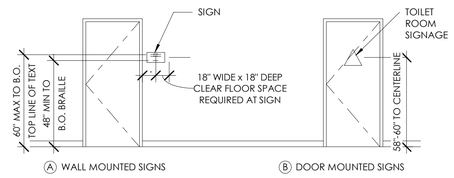
(A) SYMBOL PROPORTIONS

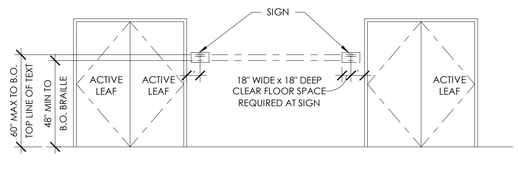
(B) DISPLAY CONDITIONS

THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL CONSIST OF A WHITE FIGURE ON A BLUE BACKGROUND. THE BLUE SHALL BE COLOR NO.15090 IN FEDERAL STANDARD 595C.

NOTE: PROVIDE ACCESSIBILITY SIGN AT ALL ACCESSIBLE ENTRANCE DOORS

B2 / T-6 INTERNATIONAL SYMBOL OF ACCESSIBILTY SIGNAGE
SCALE: NTS





NOTES:

1. ALL SIGNAGE SHALL CONFORM TO CBC & ADAAG
2. SEE DOOR SCHEDULE FOR LOCATIONS AND TEXT
3. WHERE A TACTILE SIGN IS PROVIDED AT A DOOR, THE SIGN SHALL BE LOCATED ALONGSIDE THE DOOR AT THE LATCH SIDE. WHERE A TACTILE IS PROVIDED AT DOUBLE DOORS WITH ONE ACTIVE LEAF, THE SIGN SHALL BE LOCATED ON THE INACTIVE LEAF. WHERE A TACTILE SIGN IS PROVIDED AT DOUBLE DOORS WITH TWO ACTIVE LEAF, THE SIGN SHALL BE LOCATED TO THE RIGHT OF THE RIGHT HAND DOOR. WHERE THERE IS NO WALL SPACE AT THE LATCH SIDE OF A SINGLE DOOR OR AT THE RIGHT SIDE OF DOUBLE DOORS, SIGNS SHALL BE LOCATED ON THE NEAREST ADJACENT WALL. SIGNS CONTAINING TACTILE CHARACTERS SHALL BE LOCATED SO THAT A CLEAR FLOOR SPACE OF 18" MINIMUM BY 18" MINIMUM, CENTERED ON THE TACTILE CHARACTERS, IS PROVIDED BEYOND THE ARC OF ANY DOOR SWING BETWEEN THE CLOSED POSITION AND 45 DEGREE OPEN POSITION. SIGNS IDENTIFYING PERMANENT ROOMS AND SPACES SHALL BE LOCATED AT THE ENTRANCE TO, AND OUTSIDE OF THE ROOM OR SPACE. WHERE PROVIDED, SIGNS IDENTIFYING EXITS SHALL BE LOCATED AT THE EXIT DOOR WHEN APPROACHED IN THE DIRECTION OF EGRESS TRAVEL.

B3 / T-6 SIGNAGE DETAIL
SCALE: 1/4" = 1'-0"

WHEN SIGNS IDENTIFY PERMANENT ROOMS AND SPACES OF A BUILDING, THEY SHALL COMPLY WITH THE FOLLOWING:

1. ***FINISH AND CONTRAST.*** CHARACTERS AND THEIR BACKGROUND SHALL HAVE A NON-GLARE FINISH. CHARACTERS SHALL CONTRAST WITH THEIR BACKGROUND, EITHER LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND.
2. ***PROPORTIONS.*** CHARACTERS SHALL BE SELECTED FROM FONTS WHERE THE WIDTH OF THE UPPERCASE LETTER "O" IS 60 PERCENT MINIMUM AND 110 PERCENT MAXIMUM OF THE HEIGHT OF THE UPPERCASE LETTER "I".
3. ***RAISED CHARACTERS AND PICTOGRAM SYMBOL SIGNS.*** WHEN RAISED CHARACTERS ARE REQUIRED OR WHEN PICTORIAL SYMBOLS (PICTOGRAMS) ARE USED ON SUCH SIGNS, THEY SHALL CONFORM TO THE FOLLOWING:
   - A. ***CHARACTER STYLE.*** CHARACTERS SHALL BE SANS SERIF. CHARACTERS SHALL NOT BE ITALIC, OBLIQUE, SCRIPT, HIGHLY DECORATIVE, OR OF OTHER UNUSUAL FORMS.
   - B. ***CHARACTER HEIGHT.*** CHARACTER HEIGHT MEASURED VERTICALLY FROM THE BASELINE OF THE CHARACTER SHALL BE 5/8" MIN. AND 2" MAX. BASED ON THE HEIGHT OF THE UPPERCASE LETTER "I".
   - C. ***PICTORIAL SYMBOLS.*** PICTOGRAMS SHALL HAVE A FIELD HEIGHT OF 6" MIN. CHARACTERS AND BRAILLE SHALL NOT BE LOCATED IN THE PICTOGRAM FIELD.
   - D. ***CHARACTER PLACEMENT.*** BRAILLE SHALL BE POSITIONED BELOW CORRESPONDING TEXT IN A HORIZONTAL FORMAT, FLUSH LEFT OR CENTERED. IF TEXT IS MULTI-LINED, BRAILLE SHALL BE PLACED BELOW ENTIRE TEXT, AND SEPARATED 3/8" MIN. AND 1/2" MAX. FROM ANY OTHER TACTILE CHARACTERS AND 3/8" MIN. FROM RAISED BORDERS AND DECORATIVE ELEMENTS.
4. ***BRAILLE.*** CONTRACTED GRADE 2 BRAILLE SHALL BE PLACED A MIN. OF 3/8" AND A MAX. OF 1/2" DIRECTLY BELOW THE TACTILE CHARACTERS; FLUSH LEFT OR CENTERED. WHEN TACTILE TEXT IS MULTILINED, ALL BRAILLE IS PLACED BELOW ALL LINES OF TACTILE TEXT. DOTS SHALL BE 1/10" ON CENTER IN EACH CELL WITH 3/10" SPACE BETWEEN CELLS. DOTS SHALL BE RAISED 0.025" MIN.- 0.037"MAX. ABOVE THE BACKGROUND. BRAILLE DOTS SHALL BE DOMED OR ROUNDED. THE INDICATION OF AN UPPERCASE LETTER OR LETTERS SHALL ONLY BE USED BEFORE THE FIRST WORD OF SENTENCES, PROPER NOUNS AND NAMES, INDIVIDUAL LETTERS OF THE ALPHABET, INITIALS, AND ACRONYMS.
5. ***MOUNTING LOCATION AND HEIGHT.*** SIGNS TO BE MOUNTED ON WALL ADJACENT TO THE LATCH SIDE OF THE DOOR. MOUNTING HEIGHT TO BE 48" MINIMUM FROM THE BASELINE OF THE LOWEST BRAILLE CELLS TO 60" MAXIMUM AFF TO THE HIGHEST LINE OF RAISED CHARACTERS. SIGNS TO BE MOUNTED SO AS TO AVOID THE SWING OF A DOOR OR PROTRUDING OBJECT. SEE B-3 / T-6

C1 / T-6 IDENTIFICATION SIGNS
SCALE: NTS

WHEN SIGNS DIRECT TO OR GIVE INFORMATION ABOUT PERMANENT ROOMS AND FUNCTIONAL SPACES OF A BUILDING OR SITE, THEY SHALL COMPLY WITH THE FOLLOWING:

1. ***FINISH AND CONTRAST.*** CHARACTERS AND THEIR BACKGROUND SHALL HAVE A NON-GLARE FINISH. CHARACTERS SHALL CONTRAST WITH THEIR BACKGROUND, EITHER LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND.
2. ***PROPORTIONS.*** CHARACTERS SHALL BE SELECTED FROM FONTS WHERE THE WIDTH OF THE UPPERCASE LETTER "O" IS 60 PERCENT MINIMUM TO 110 PERCENT MAXIMUM OF THE HEIGHT OF THE UPPERCASE LETTER "I".
3. ***CHARACTER HEIGHT.*** MINIMUM CHARACTER HEIGHT SHALL COMPLY WITH TABLE 11B-703.5.5. VIEWING DISTANCE SHALL BE MEASURED AS THE HORIZONTAL DISTANCE BETWEEN THE CHARACTER AND AN OBSTRUCTION PREVENTING FURTHER APPROACH TOWARDS THE SIGN. CHARACTER HEIGHT SHALL BE BASED ON THE UPPERCASE LETTER "I". SEE C4 / T-6

C2 / T-6 DIRECTIONAL AND INFORMATIONAL SIGNS
SCALE: NTS

WHEN SIGNS IDENTIFY, DIRECT TO, OR GIVE INFORMATION ABOUT ACCESSIBLE ELEMENTS AND FEATURES OF A BUILDING OR SITE, THEY SHALL INCLUDE THE APPROPRIATE SYMBOL OF ACCESSIBILITY AND SHALL COMPLY WITH THE FOLLOWING:

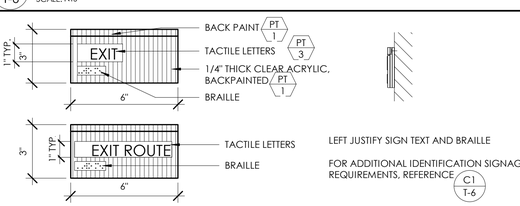
1. ***FINISH AND CONTRAST.*** CHARACTERS AND THEIR BACKGROUND SHALL HAVE A NON-GLARE FINISH. CHARACTERS SHALL CONTRAST WITH THEIR BACKGROUND, EITHER LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND.
2. ***SYMBOLS OF ACCESSIBILITY.*** THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL BE THE STANDARD USED TO IDENTIFY FACILITIES THAT ARE ACCESSIBLE TO AND USABLE BY PHYSICALLY DISABLED PERSONS. (2016 CBC SEC. 11B-703.7.2.1). SEE SYMBOL ON B2 / T-6

C3 / T-6 ACCESSIBILITY SIGNS
SCALE: NTS

HEIGHT TO FINISH FLOOR OR GROUND FROM BASELINE OF CHARACTER	HORIZONTAL VIEWING DISTANCE	MINIMUM CHARACTER HEIGHT
40 INCHES TO LESS THAN OR EQUAL TO 70 INCHES	LESS THAN 72 INCHES	5/8 INCH
	72 INCHES AND GREATER	5/8 INCH PLUS 1/8 INCH PER FOOT OF VIEWING DISTANCE ABOVE 72 INCHES
GREATER THAN 70 INCHES TO LESS THAN OR EQUAL TO 120 INCHES	LESS THAN 180 INCHES	2 INCHES
	180 INCHES AND GREATER	2 INCHES PLUS 1/8 INCH PER FOOT OF VIEWING DISTANCE ABOVE 180 INCHES
GREATER THAN 120 INCHES	LESS THAN 21 FEET	3 INCHES
	21 FEET AND GREATER	3 INCHES PLUS 1/8 INCH PER FOOT OF VIEWING DISTANCE ABOVE 21 FEET

NOTE: THE MINIMUM HEIGHT IS MEASURED USING AN UPPERCASE LETTER "I". LOWER CASE CHARACTERS ARE PERMITTED. VIEWING DISTANCE SHALL BE MEASURED AS THE HORIZONTAL DISTANCE BETWEEN THE CHARACTER AND AN OBSTRUCTION PREVENTING FURTHER APPROACH TOWARDS THE SIGN.

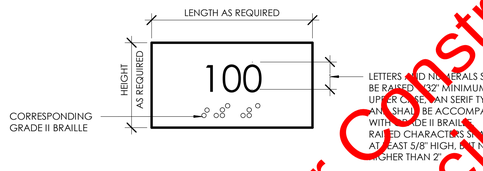
C4 / T-6 VISUAL CHARACTER HEIGHT TABLE
SCALE: NTS



TACTILE EXIT SIGNS SHALL BE REQUIRED AT THE FOLLOWING LOCATIONS:

1. EACH GRADE-LEVEL EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORD, "**EXIT**".
2. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY OR RAMP SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE:
   A. "**EXIT STAIR DOWN**" B. "**EXIT RAMP DOWN**"
   C. "**EXIT STAIR UP**" D. "**EXIT RAMP UP**"
3. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "**EXIT ROUTE**".
4. EACH EXIT ACCESS DOOR FROM AND INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN, SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "**EXIT ROUTE**".
5. EACH EXIT DOOR THROUGH A HORIZONTAL EXIT SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS, "**TO EXIT**".
6. BRAILLE SHALL BE POSITIONED BELOW THE CORRESPONDING TEXT IN A HORIZONTAL FORMAT, FLUSH LEFT OR CENTERED. IF TEXT IS MULTI-LINED, BRAILLE SHALL BE PLACED BELOW THE ENTIRE TEXT. BRAILLE SHALL BE SEPARATED 3/8 INCH (9.5 MM) MINIMUM AND 1/2 INCH (12.7 MM) MAXIMUM FROM ANY OTHER TACTILE CHARACTERS AND 3/8 INCH (9.5 MM) MINIMUM FROM RAISED BORDERS AND DECORATIVE ELEMENTS.

D3 / T-6 TACTILE EXIT SIGNS
SCALE: 3" = 1'-0"



FOR OTHER IDENTIFICATION SIGNAGE REQUIREMENTS, SEE C1 / T-6

NOTES:

1. REFER TO DOOR SCHEDULE FOR SIGN LOCATION AND VERBIAGE. VERIFY ALL TEXT WITH OWNER PRIOR TO FABRICATION.
2. REFER TO SIGNAGE DETAIL ON ARCHITECTURAL SHEETS FOR SPECIFIC SIGN DESIGN, COLORS AND FINISHES.

D4 / T-6 ROOM IDENTIFICATION SIGNAGE
SCALE: 1 1/2" = 1'-0"

Not for Construction
For Council Approval

LICENSED ARCHITECT
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C-18823
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STATE OF CALIFORNIA

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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

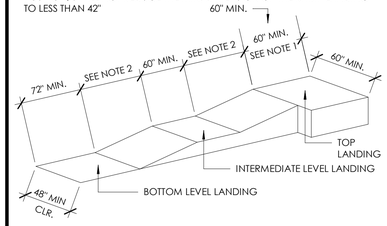
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SIGNAGE ACCESSIBILITY DETAILS

SHEET NUMBER:

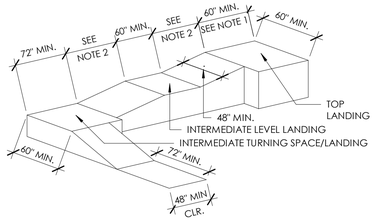
T-6

NOTE 1: WHERE DOORS ARE LOCATED ADJACENT TO A RAMP LANDING, MANEUVERING CLEARANCES REQUIRED SHALL BE PERMITTED TO OVERLAP THE REQUIRED LANDING AREA. DOORS WHEN FULLY OPEN SHALL NOT REDUCE THE REQUIRED RAMP LANDING WIDTH BY MORE THAN 3". DOORS IN ANY POSITION, SHALL NOT REDUCE THE MIN. DIMENSION OF THE RAMP LANDING TO LESS THAN 42"



STRAIGHT RAMP RUN

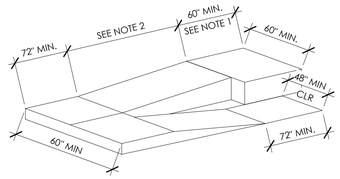
NOTE 2: MAXIMUM HORIZONTAL DISTANCE OF EACH RAMP AND RUN VARY
NOTE 3: RAMP RUNS SHALL HAVE A RUNNING SLOPE NOT STEEPER THAN 1:12
NOTE 4: CROSS SLOPE OF RAMPS SHALL NOT BE STEEPER THAN 1:48
NOTE 5: LANDINGS SHALL COMPLY W/ SECTION 11B-405.7 &11B-302. CHANGES IN LEVEL ARE NOT PERMITTED.



NOTE 7: RAMPS THAT CHANGE DIRECTION BETWEEN RUNS AT LANDINGS SHALL HAVE A CLEAR LANDING 72" MINIMUM BY 72" MINIMUM.

RAMP WITH TURNING PLATFORM (WHEN DIRECTION OF RAMP CHANGES 30 DEGREES OR MORE)

NOTE 6: A CURB, 2" HIGH MINIMUM, OR A BARRIER SHALL BE PROVIDED THAT PREVENTS PASSAGE OF A 4" DIAMETER SPHERE, WHERE ANY PORTION OF THE SPHERE IS WITHIN 4" OF THE FINISH FLOOR OR GROUND SURFACE. TO PREVENT WHEEL ENTRAPMENT, THE CURB OR BARRIER SHALL PROVIDE A CONTINUOUS AND UNINTERRUPTED BARRIER ALONG THE LENGTH OF THE RAMP.



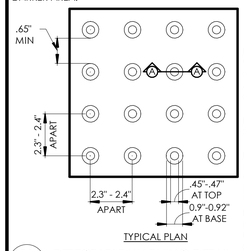
SEE B4/T-7 FOR RAMP HANDRAIL

RAMP WITH INTERMEDIATE SWITCH-BACK PLATFORM

A1 / T-7 RAMP DETAILS
SCALE: N.T.S.

NOTE 1: DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOMES WITH A BASE DIAMETER OF 0.9" MIN-0.92" MAX, TAPERING TO 0.45" MIN-0.47" MAX AT THE TOP, A HEIGHT OF 0.2" AND A CENTER TO CENTER SPACING OF 2.3" MIN-2.4" MAX AND A BASE TO BASE SPACING OF 0.65" MIN MEASURED BETWEEN THE MOST ADJACENT DOMES ON A SQUARE GRID. CENTER TO CENTER SPACING OF 1.6" MIN AND 2.4" MAX ACCEPTABLE FOR DOMES IN RADIAL PATTERN.

NOTE 2: THE DETECTABLE WARNINGS SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, WHETHER LIGHT ON DARK OR DARK ON LIGHT AND 70% MINIMUM WITH ADJACENT WALKING SURFACES. THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE. CONTRAST SHALL BE DETERMINED BY: CONTRAST=[(B1-B2)/B1] X 100 PERCENT WHERE B1= LIGHT REFLECTANCE VALUE OF THE LIGHTER AREA, AND B2 = LIGHT REFLECTANCE VALUE OF THE DARKER AREA.



TYPICAL PLAN



TYPICAL PLAN SECTION A-A

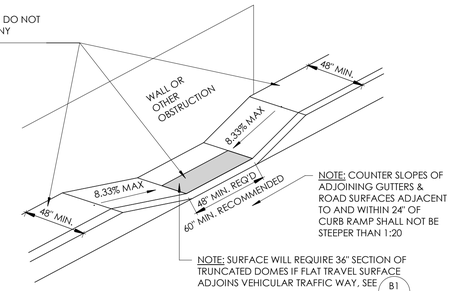
NOTE 3: IF A WALK CROSSES OR ADJOINS A VEHICULAR WAY, AND THE WALKING SURFACES ARE NOT SEPARATED BY CURBS, RAILINGS OR OTHER ELEMENTS BETWEEN THE PEDESTRIAN AREAS AND THE VEHICULAR AREAS, THE BOUNDARY BETWEEN THE AREAS SHALL BE DEFINED BY A CONTINUOUS DETECTABLE WARNING WHICH IS 36" WIDE.

NOTE 4: DETECTABLE WARNING SURFACES SHALL BE YELLOW CONFORMING TO FS33538 OF FEDERAL STANDARD 595C.

NOTE 5: DETECTABLE WARNINGS AT CURB RAMPS SHALL EXTEND 36 INCHES (914 MM) IN THE DIRECTION OF TRAVEL. DETECTABLE WARNINGS SHALL EXTEND THE FULL WIDTH OF THE RAMP RUN LESS 2 INCHES (51 MM) MAXIMUM ON EACH SIDE, EXCLUDING ANY FLARED SIDES. DETECTABLE WARNINGS SHALL BE LOCATED SO THE EDGE NEAREST THE CURB IS 6 INCHES (152 MM) MINIMUM AND 8 INCHES (203 MM) MAXIMUM FROM THE LINE AT THE FACE OF THE CURB MARKING THE TRANSITION BETWEEN THE CURB AND THE GUTTER, STREET OR HIGHWAY.

B1 / T-7 DETECTABLE WARNING DETAIL
SCALE: NONE

NOTE: SLOPE OF LANDING AREAS DO NOT EXCEED 2% IN ANY DIRECTION



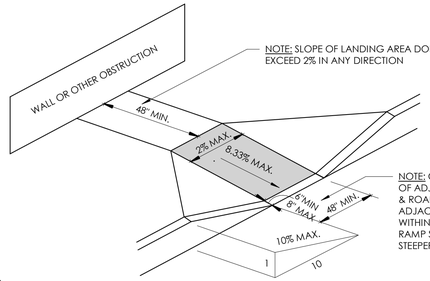
NOTE: COUNTER SLOPES OF ADJOINING GUTTERS & ROAD SURFACES ADJACENT TO AND WITHIN 24" OF CURB RAMP SHALL NOT BE STEEPER THAN 1:20

NOTE: SURFACE WILL REQUIRE 36" SECTION OF TRUNCATED DOMES IF FLAT TRAVEL SURFACE ADJOINS VEHICULAR TRAFFIC WAY, SEE B1 / T-7

NOTES:
1. THE CROSS SLOPE OF CURB RAMPS AND BLENDED TRANSITIONS SHALL BE 1:48 MAXIMUM.
2. FINISHED SURFACE OF RAMP IS STABLE, FIRM, AND SLIP RESISTANT.
3. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES. COUNTER SLOPES SHALL NOT BE STEEPER THAN 1:20 WITHIN 24" OF CURB RAMP.

A3 / T-7 STANDARD IN-LINE CURB RAMP
SCALE: N.T.S.

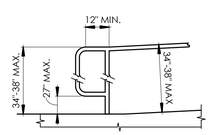
NOTE: SLOPE OF LANDING AREA DOES NOT EXCEED 2% IN ANY DIRECTION



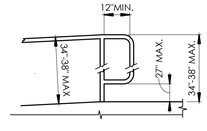
NOTE: COUNTER SLOPES OF ADJOINING GUTTERS & ROAD SURFACES ADJACENT TO AND WITHIN 24" OF A CURB RAMP SHALL NOT BE STEEPER THAN 1:20

NOTES:
1. THE CROSS SLOPE OF CURB RAMPS AND BLENDED TRANSITIONS SHALL BE 1:48 MAXIMUM.
2. FINISHED SURFACE OF RAMP IS STABLE, FIRM, AND SLIP RESISTANT.
3. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES. COUNTER SLOPES SHALL NOT BE STEEPER THAN 1:20 WITHIN 24" OF CURB RAMP.
4. DETECTABLE WARNING SURFACE IS REQUIRED ON SHADED PORTION OF THE RAMP. DETECTABLE WARNINGS SHALL EXTEND 36" IN THE DIRECTION OF TRAVEL AND SHALL EXTEND THE FULL WIDTH OF THE RAMP RUN (EXCLUDING FLARED SIDES) SEE B1 / T-7

A4 / T-7 STANDARD CURB-CUT RAMP
SCALE: N.T.S.



EXTENSION AT BOTTOM OF RUN



EXTENSION AT TOP OF RUN

NOTES:
HANDRAILS TO BE PROVIDED AT EACH RAMP RUN. HANDRAILS SHALL RETURN SMOOTHLY TO GUARD, WALL OR LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT RAMP RUN. ALL SURFACES SHALL BE SLIP-RESISTANT.

B4 / T-7 RAMP HANDRAILS AND HANDRAIL EXTENSIONS
SCALE: NTS



SIGN TO BE REFLECTIVE

REFERENCE C3 / T-6 FOR ADDITIONAL IDENTIFICATION SIGNAGE REQUIREMENTS.

D4 / T-7 ACCESSIBLE ROUTE SIGN
SCALE: 3" = 1'-0"

LICENSED ARCHITECT JEFFREY A. KATZ C-18223 REN. 09/10/21 STATE OF CALIFORNIA

JKA jeff katz ARCHITECTURE
200 E STREET, SANTA ROSA, CA 95404
707.544.3920 | www.jeffkatzarchitecture.com

PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

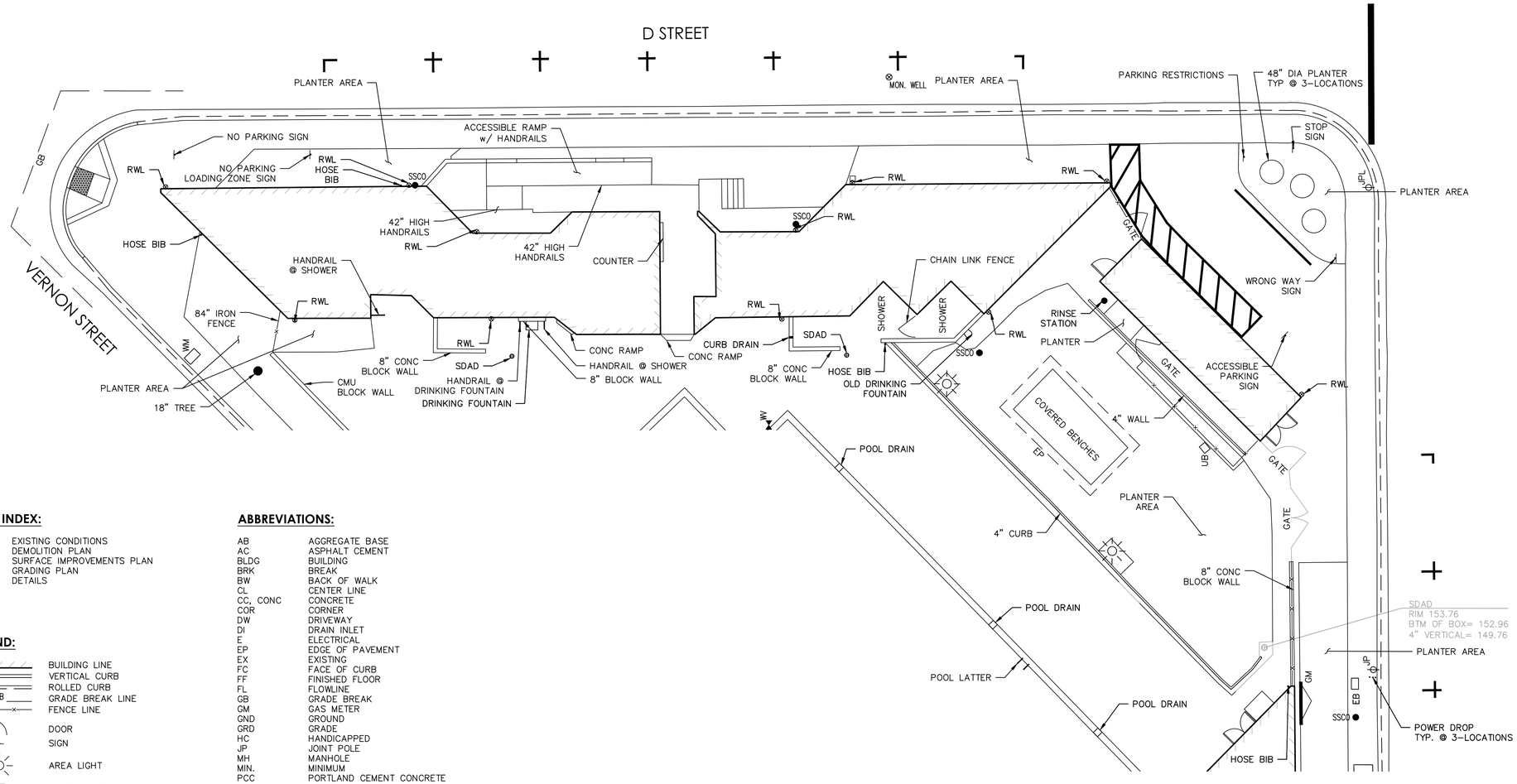
Sheet Title:

SITE ACCESSIBILITY DETAILS

SHEET NUMBER:

T-7

Not for Construction
For Council Approval



SHEET INDEX:

C1.0	EXISTING CONDITIONS
C2.0	DEMOLITION PLAN
C3.0	SURFACE IMPROVEMENTS PLAN
C4.0	GRADING PLAN
C5.0	DETAILS

LEGEND:

	BUILDING LINE
	VERTICAL CURB
	ROLLED CURB
GB	GRADE BREAK LINE
	FENCE LINE
	DOOR
	SIGN
	AREA LIGHT
EB	ELECTRIC BOX
GP	GUY POLE
JP	UTILITY POLE
JPL	JOINT POLE w/ LIGHT
MON. WELL	MONITORING WELL
	RAIN WATER LEADER
SSCO	SANITARY SEWER CLEANOUT
	STORM DRAIN AREA DRAIN
	STORM DRAIN MANHOLE
WB	WATER BOX
WM	WATER METER
WV	WATER VALVE

ABBREVIATIONS:

AB	AGGREGATE BASE
AC	ASPHALT CEMENT
BLDG	BUILDING
BRK	BREAK
BW	BACK OF WALK
CL	CENTER LINE
CC, CONC	CONCRETE
COR	CORNER
DW	DRIVEWAY
DI	DRAIN INLET
E	ELECTRICAL
EP	EDGE OF PAVEMENT
EX	EXISTING
FC	FACE OF CURB
FF	FINISHED FLOOR
FL	FLOWLINE
GB	GRADE BREAK
GM	GAS METER
GND	GROUND
GRD	GRADE
HC	HANDICAPPED
JP	JOINT POLE
MH	MANHOLE
MIN.	MINIMUM
PCC	PORTLAND CEMENT CONCRETE
RET	RETURN
RWL	RAIN WATER LEADER
SAD	SEE ARCHITECTURAL DRAWINGS
SLD	SEE LANDSCAPE DRAWINGS
SDAD	STORM DRAIN AREA DRAIN
SDMH	STORM DRAIN MANHOLE
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
SW	SIDEWALK
T	TREE
TC	TOP OF CURB
TFC	TOP OF FLUSH CURB
TEL	TELEPHONE
TH	THRESHOLD AT DOOR
TYP	TYPICAL
UB	UTILITY BOX
WM	WATER METER

GRAPHIC SCALE
10 0 10 20

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CITY OF ROSEVILLE CALIFORNIA

PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/23

REGISTERED PROFESSIONAL ENGINEER
JAMES T. MCCLURE
No. C 64857
EXP. 6/30/23
CIVIL
STATE OF CALIFORNIA

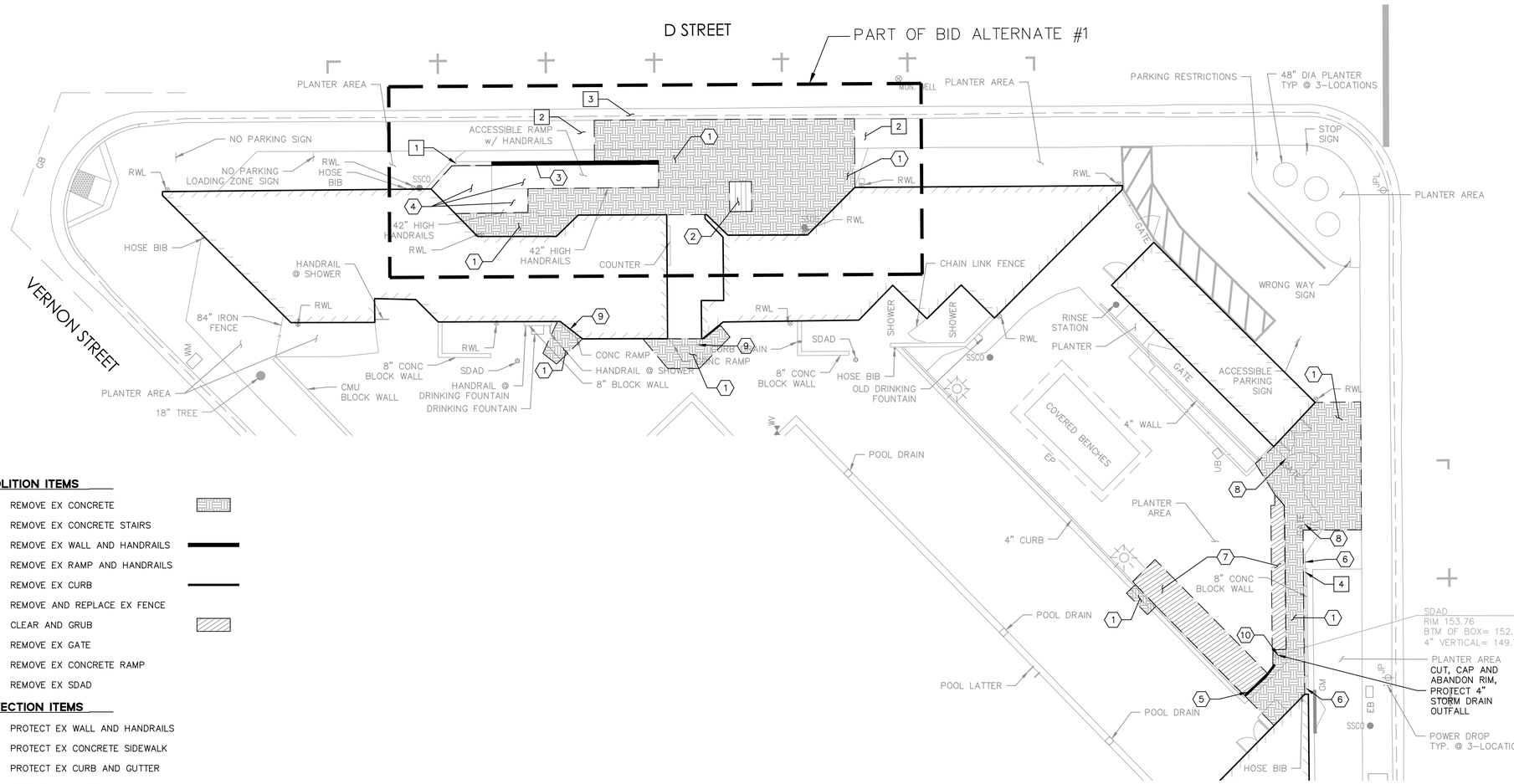
08/05/23

Project Number: 200577
Approved By: CM
Checked By: CM
Drawn By: MM

Sheet Title:
EXISTING CONDITIONS

SHEET NUMBER:
C1.0

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DEMOLITION ITEMS

1. REMOVE EX CONCRETE
2. REMOVE EX CONCRETE STAIRS
3. REMOVE EX WALL AND HANDRAILS
4. REMOVE EX RAMP AND HANDRAILS
5. REMOVE EX CURB
6. REMOVE AND REPLACE EX FENCE
7. CLEAR AND GRUB
8. REMOVE EX GATE
9. REMOVE EX CONCRETE RAMP
10. REMOVE EX SDAD

PROTECTION ITEMS

1. PROTECT EX WALL AND HANDRAILS
2. PROTECT EX CONCRETE SIDEWALK
3. PROTECT EX CURB AND GUTTER
4. PROTECT EX FENCE

GRAPHIC SCALE
10 0 10 20

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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

REGISTERED PROFESSIONAL ENGINEER JAMES T. MCKINNEY C 64[illegible] CIVIL 6/30/23 STATE OF CALIFORNIA

08/05/23

Project Number:	200577
Approved By:	CM
Checked By:	CM
Drawn By:	MM

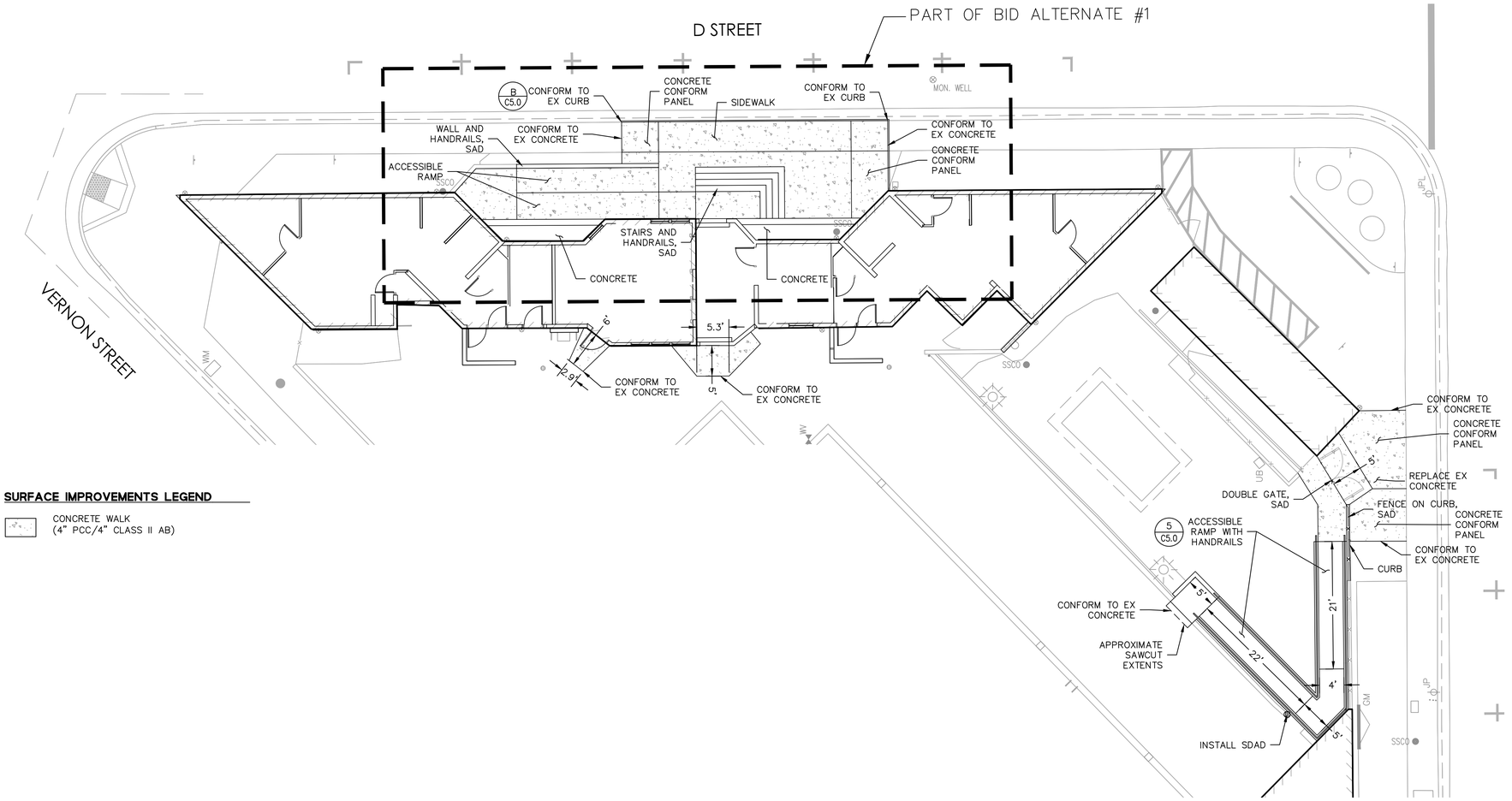
Sheet Title:

DEMOLITION PLAN

SHEET NUMBER:

C2.0

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SURFACE IMPROVEMENTS LEGEND

CONCRETE WALK
(4" PCC/4" CLASS II AB)

GRAPHIC SCALE
10 0 10 20

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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

REGISTERED PROFESSIONAL ENGINEER
JAMES T. MCKINNEY
No. C 64851
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CIVIL
STATE OF CALIFORNIA
08/05/23

Project Number:	200577
Approved By:	CM
Checked By:	CM
Drawn By:	MM

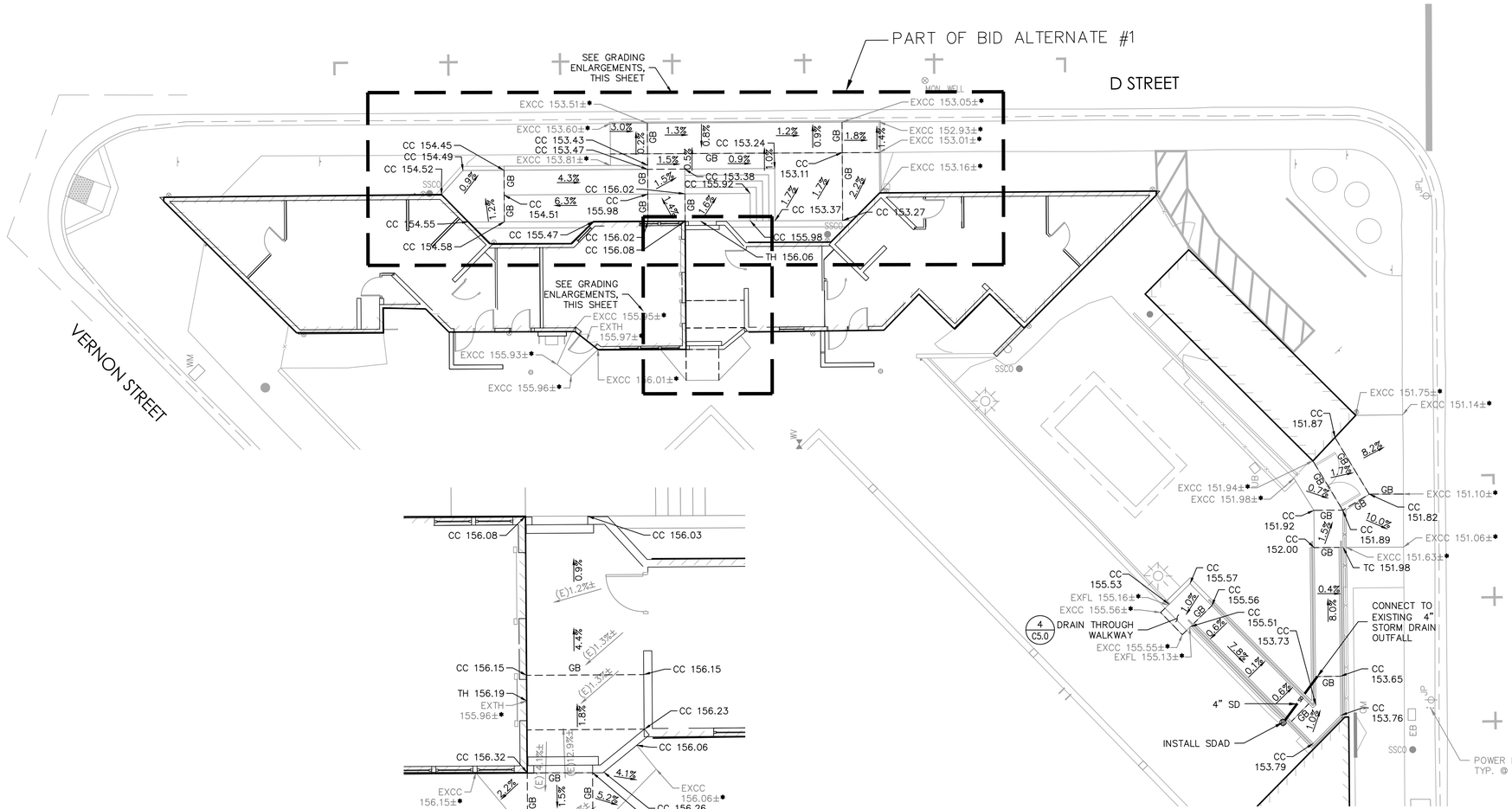
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SURFACE IMPROVEMENTS PLAN

SHEET NUMBER:

C3.0

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GRADING ENLARGEMENT B

SCALE: 1" = 5'

GRAPHIC SCALE
10 0 10 20

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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

REGISTERED PROFESSIONAL ENGINEER — JAMES T. MCCLINTOCK — C 64851 — EXP. 6/30/23 — CIVIL — STATE OF CALIFORNIA

08/05/23

Project Number:	200577
Approved By:	CM
Checked By:	CM
Drawn By:	MM

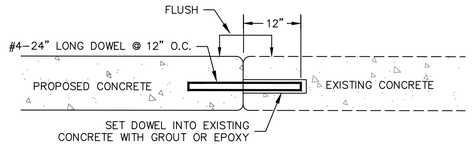
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GRADING PLAN AND DRAINAGE

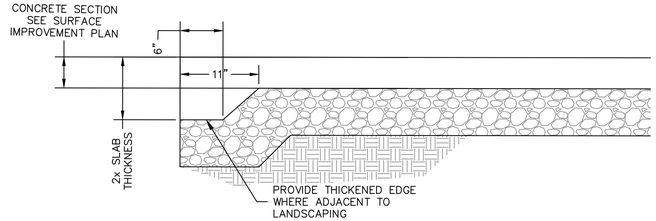
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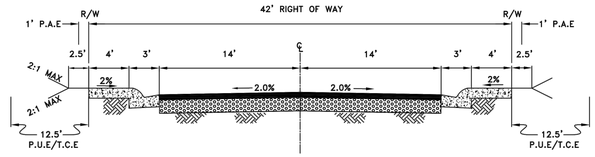


1 CONCRETE CONFORM
NTS



2 THICKENED EDGE
NTS

PART OF BID ALTERNATE



MINOR RESIDENTIAL STREETS
ATTACHED SIDEWALK

RHON HERNDON
PUBLIC WORKS DIRECTOR

NOTES:

1. PAVEMENT SECTION TO BE A.C. ON A.B.. SEE SECTION 7–4 OF THESE STANDARDS FOR STREET PAVEMENT REQUIREMENTS.
2. CURB AND GUTTER TO BE "TYPE 1" (ST–17) ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS. "TYPE 2" (ST–17) AT ALL OTHER LOCATIONS.
3. SIDEWALK TO HAVE EITHER THICKNESS OF 6" ON COMPACTED NATIVE SOIL OR 4" THICKNESS WITH 4" COMPACTED AGGREGATE BASE.
4. PRIVATE STREET SECTION'S WIDTH CAN BE REDUCED BY 4–FEET BY ELIMINATING SIDEWALK FROM ONE SIDE OF THE STREET WITH THE APPROVAL OF CITY ENGINEER.
5. P.U.E/T.C.E – PUBLIC UTILITY EASEMENT / TRAFFIC CONTROL EASEMENT
6. P.A.E – PEDESTRIAN ACCESS EASEMENT

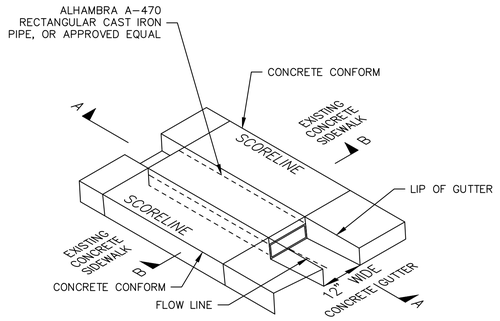
CITY OF ROSEVILLE CALIFORNIA — DEPARTMENT OF PUBLIC WORKS

MINOR RESIDENTIAL STREETS ATTACHED SIDEWALK

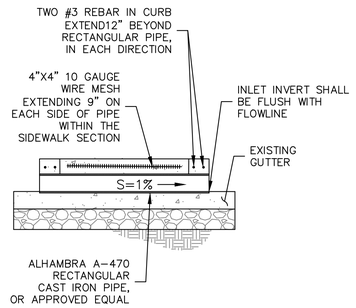
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REVISED: JANUARY 1, 2013
DRAWN BY: J MCKINNEY
APPROVED BY: RHON HERNDON

ST–2

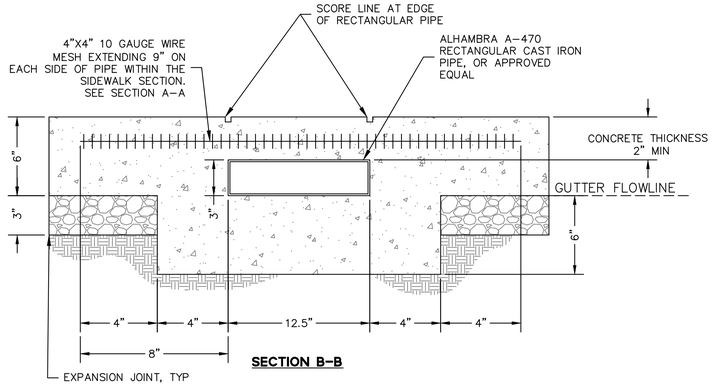
3 SIDEWALK
NTS



ISOMETRIC VIEW



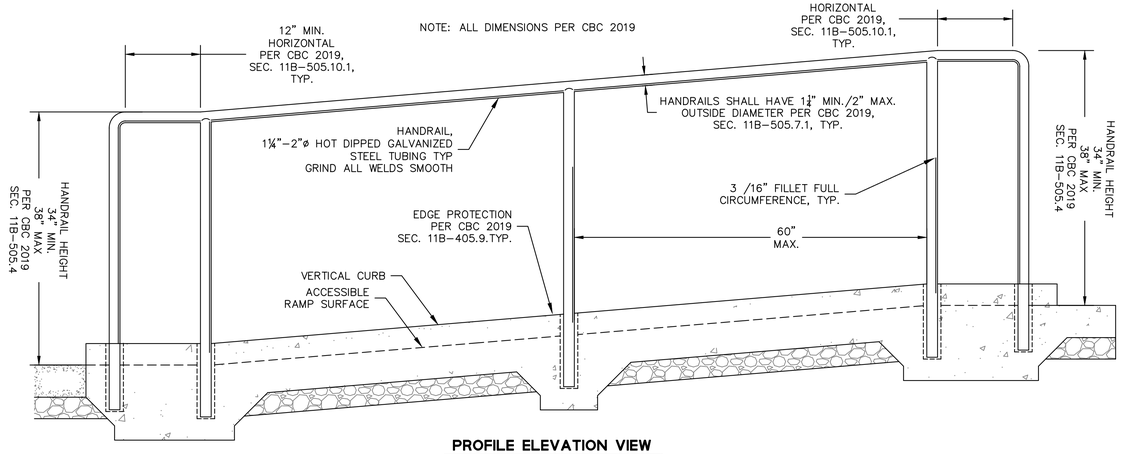
SECTION A–A



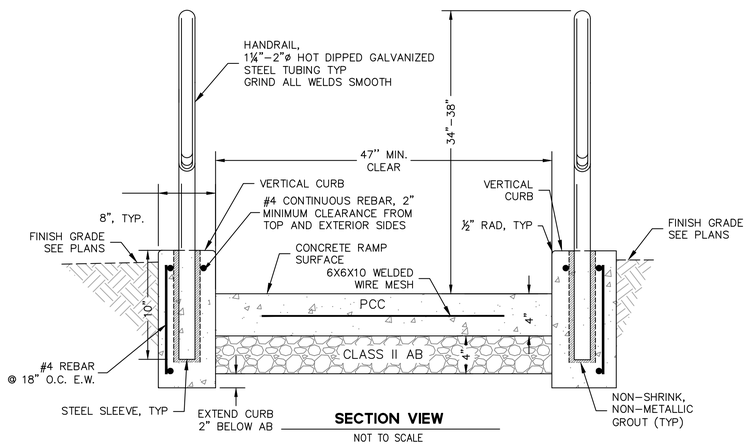
SECTION B–B

ALHAMBRA A–470 RECTANGULAR CAST IRON PIPE			
OUTSIDE PIPE	OUTSIDE HUBS	FLOW AREA	SEGMENT LENGTH
3" X 12 ½"	4 ¼" X 14"	30.0 SQ. IN.	5'–0"

4 DRAIN THROUGH WALKWAY
NTS



PROFILE ELEVATION VIEW
NOT TO SCALE



SECTION VIEW
NOT TO SCALE

NOTES:

1. TOP OF GRIPPING SURFACES ON HANDRAILS SHALL BE 34 INCHES MINIMUM TO 38 INCHES MAXIMUM VERTICALLY ABOVE WALKING SURFACES AND STAIR NOSINGS. HANDRAILS SHALL BE AT A CONSISTENT HEIGHT ABOVE WALKING SURFACES AND STAIR NOSINGS.
2. HANDRAILS SHALL BE CONTINUOUS WITHIN THE FULL LENGTH.
3. HANDRAIL GRIPPING SURFACES SHALL BE CONTINUOUS ALONG THEIR LENGTH AND SHALL NOT BE OBSTRUCTED ON THEIR TOPS OR SIDES. BOTTOMS OF HANDRAIL GRIPPING SURFACES SHALL NOT BE OBSTRUCTED FOR MORE THAN 20% OF THEIR LENGTH.
4. HANDRAIL GRIPPING SURFACES AND ANY SURFACES ADJACENT TO THEM SHALL BE FREE OF SHARP OR ABRASIVE ELEMENTS, AND HAVE ROUNDED EDGES.

5 PEDESTRIAN RAMP WITH HANDRAILS
NTS

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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

REGISTERED PROFESSIONAL ENGINEER — JAMES T. MCKINNEY — C 64852 — EXP. 6/30/23 — CIVIL — STATE OF CALIFORNIA

08/05/23

Project Number: 200577
Approved By: CM
Checked By: CM
Drawn By: MM

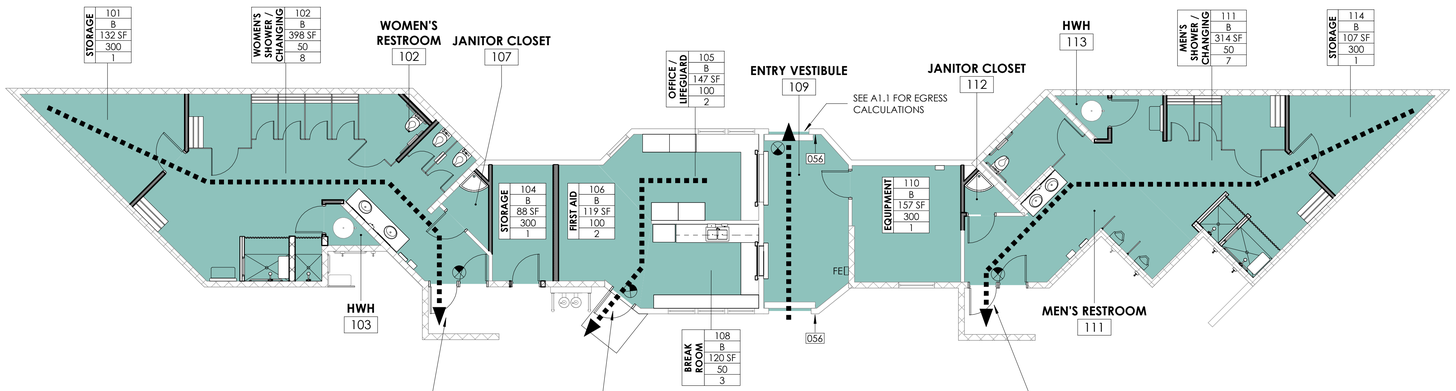
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DETAILS

SHEET NUMBER:

C5.0

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D1
A0.1 FIRST FLOOR EGRESS PLAN
SCALE: 1/8" = 1'-0"

OCCUPANCY LOAD CALC

ROOM NUMBER	ROOM NAME	SQ. FT.	LOAD FACTOR	OCCUP.	CLASS
101	STORAGE	132 SF	300	1	B
102	WOMEN'S SHOWER / CHANGING	398 SF	50	8	B
102	WOMEN'S RESTROOM	192 SF	*	*	B
103	HWH	18 SF	*	*	B
104	STORAGE	88 SF	300	1	B
105	OFFICE / LIFEGUARD	147 SF	100	2	B
106	FIRST AID	119 SF	100	2	B
107	JANITOR CLOSET	25 SF	*	*	B
108	BREAK ROOM	120 SF	50	3	B
109	ENTRY VESTIBULE	174 SF	*	*	B
110	EQUIPMENT	157 SF	300	1	B
111	MEN'S RESTROOM	274 SF	*	*	B
111	MEN'S SHOWER / CHANGING	314 SF	50	7	B
112	JANITOR CLOSET	18 SF	*	*	B
113	HWH	17 SF	*	*	B
114	STORAGE	107 SF	300	1	B
TOTAL NET AREA		2301 SF		25	

* OCCUPANT LOAD IS ZERO BASED UPON BEING AN ACCESSORY USE TO OCCUPIED ROOMS

CONSTRUCTION NOTES

056 PROVIDE SIGN AT EXIT DOOR THAT IS READILY VISIBLE, DURABLE, ADJACENT TO EXIT DOOR THAT SAYS "THIS DOOR SHALL REMAIN UNLOCKED WHEN SPACE IS OCCUPIED"

EGRESS NOTES

1. GRADE LEVELS AREAS DESIGNATED AS EXIT DISCHARGE COMPONENTS FOR BUILDING SHALL BE PERMANENTLY MAINTAINED, SUCH AREAS SHALL NOT BE DEVELOPED OR OTHERWISE ALTERED IN THEIR CAPACITY TO PROVIDE CONTINUOUS, UNOBSTRUCTED AND UNDIMINISHED MEANS OF EGRESS FOR THE BUILDING OCCUPANT. IF SUCH AREAS ARE SOLD INDEPENDENT OF THE BUILDING THEY SERVE, AN EXIT DISCHARGE COMPLYING WITH THE REQUIREMENTS OF SECTION 1006 SHALL BE PROVIDED FOR THE BUILDING.
2. DOORS IN THE MEANS OF EGRESS SYSTEM TO BE OPERABLE FROM THE INSIDE WITHOUT USE OF KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.

WALL LEGEND

- EXISTING WOOD FRAMED WALL TO REMAIN
- EXISTING 8" CMU WALL TO REMAIN
- NEW 2x4 WOOD FRAMED WALL
- NEW 2x6 WOOD FRAMED WALL
- NEW 8" CMU WALL

EGRESS LEGEND

- PATH OF TRAVEL
- EXIT SIGN, SEE ELECTRICAL DRAWINGS AND TACTILE EXIT SIGN
- FE — FIRE EXTINGUISHER
- ROOM #, OCCUPANCY, NET SQ. FT., OCC. LOAD FACTOR, OCCUPANTS
- B

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LICENSED ARCHITECT
JEFFREY A. KATZ
C018223
REN. 09/10/21
STATE OF CALIFORNIA

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CITY OF ROSEVILLE CALIFORNIA

PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

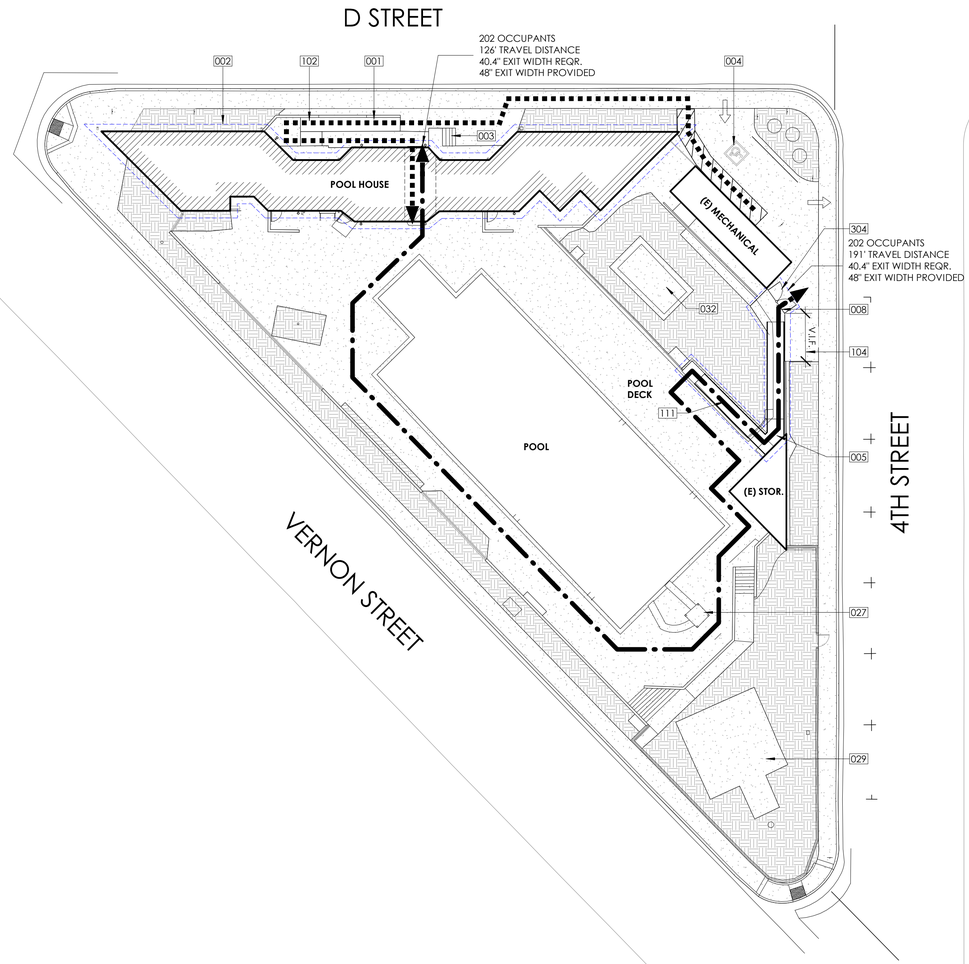
Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

Sheet Title:

EGRESS PLAN

SHEET NUMBER:

A0.1



D1 SITE PLAN
A1.1 SCALE: 1" = 20'-0"

CONSTRUCTION NOTES

001	EXISTING RAMP AND STAIR IS SHOWN HERE. SEE SHEET A2.1 FOR ADDITIVE ALTERNATE #1 TO REPLACE RAMP & STAIR
002	LIMIT OF WORK
003	EXISTING CONCRETE ENTRY STAIRS TO REMAIN
004	EXISTING ACCESSIBLE PARKING SPACE TO REMAIN
005	REPLACE EXISTING CONCRETE SIDEWALK WITH NEW 48" WIDE WALKWAY / RAMP TO PROVIDE ACCESSIBLE PATH OF TRAVEL FOR POOL DECK EXITING, SEE CIVIL DRAWINGS
008	REMOVE (E) GATE AND REPLACE WITH (N) 48" WIDE EXIT GATE WITH PANIC HARDWARE
027	EXISTING POOL SLIDE TO REMAIN
029	EXISTING PICNIC AREA TO REMAIN
032	EXISTING BLEACHERS TO REMAIN
102	EXISTING ACCESSIBLE CONCRETE RAMP TO REMAIN
104	REMOVE EXISTING GATES AND INFILL WITH NEW FENCING TO MATCH EXISTING, SEE C3/A1.2
111	RAMP 1:12 SLOPE, SEE CIVIL DRAWINGS
304	NEW DOUBLE GATE WITH PANIC HARDWARE, SEE C1/A1.2 FOR DETAIL

NOTES

1. VERIFY THAT ALL CONCRETE AT DOORWAYS SLOPE AWAY FROM THE BUILDING TO PROVIDE POSITIVE DRAINAGE.
2. DIMENSIONS SHOWN ON THIS SHEET ARE FOR REFERENCE ONLY. REFER TO CIVIL DRAWINGS FOR LOCATION COORDINATES.
3. ACCESSIBLE ROUTE FROM PARKING + PUBLIC R.O.W. AND ACCESSIBLE PATH OF TRAVEL TO PUBLIC AMENITIES SHALL NOT EXCEED 1.5% CROSS SLOPE AND SHALL HAVE MAX. SLOPE IN THE DIRECTION OF TRAVEL OF LESS THAN 4.5%.
4. SEE CIVIL DRAWINGS FOR SPOT ELEVATIONS ON WALKS AND SIDEWALKS.
5. SEE CIVIL DRAWINGS FOR ALL SLOPES, 2.0% MAX. SLOPE IN ANY DIRECTION FOR ACCESSIBLE PATH.

SITE OCCUPANT LOAD

POOL OCCUPANTS

POOL : 4,250 SF / 15 =	284 OCCUPANTS*

DECK OCCUPANTS

POOL DECK : 1,331 SF / 15 =	89 OCCUPANTS**

BUILDING OCCUPANTS

LIFE GUARD/ADMIN. : 439 SF / 100	5 OCCUPANTS
STORAGE : 418 SF / 300	2 OCCUPANTS
CHANGING : 582 SF / 50	12 OCCUPANTS
RESTROOMS : 1,056 SF / 100	11 OCCUPANTS
TOTAL OCCUPANTS:	403 OCCUPANTS***

2 EXITS REQUIRED PER 1006.3.2 OF 2019 CBC

* CALCULATED PER 31168.2 OF 2019 CBC
** MEASURED 4'-0" FROM POOL PER 3114B OF 2019 CBC
*** TOTAL OCCUPANT LOAD USED FOR EGRESS PURPOSES ONLY.

EGRESS NOTES

1. GRADE LEVELS AREAS DESIGNATED AS EXIT DISCHARGE COMPONENTS FOR BUILDING SHALL BE PERMANENTLY MAINTAINED, SUCH AREAS SHALL NOT BE DEVELOPED OR OTHERWISE ALTERED IN THEIR CAPACITY TO PROVIDE CONTINUOUS, UNOBSTRUCTED AND UNDIMINISHED MEANS OF EGRESS FOR THE BUILDING OCCUPANT. IF SUCH AREAS ARE SOLD INDEPENDENT OF THE BUILDING THEY SERVE, AN EXIT DISCHARGE COMPLYING WITH THE REQUIREMENTS OF SECTION 1006 SHALL BE PROVIDED FOR THE BUILDING.
2. DOORS IN THE MEANS OF EGRESS SYSTEM TO BE OPERABLE FROM THE INSIDE WITHOUT USE OF KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.

LEGEND

- (E) CONCRETE PAVING - SEE CIVIL
- (E) LANDSCAPING - SEE CIVIL
- ACCESSIBLE PATH OF TRAVEL
- EXIT PATH TRAVEL DISTANCE
- LIMIT OF WORK

LICENSED ARCHITECT
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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC/KG

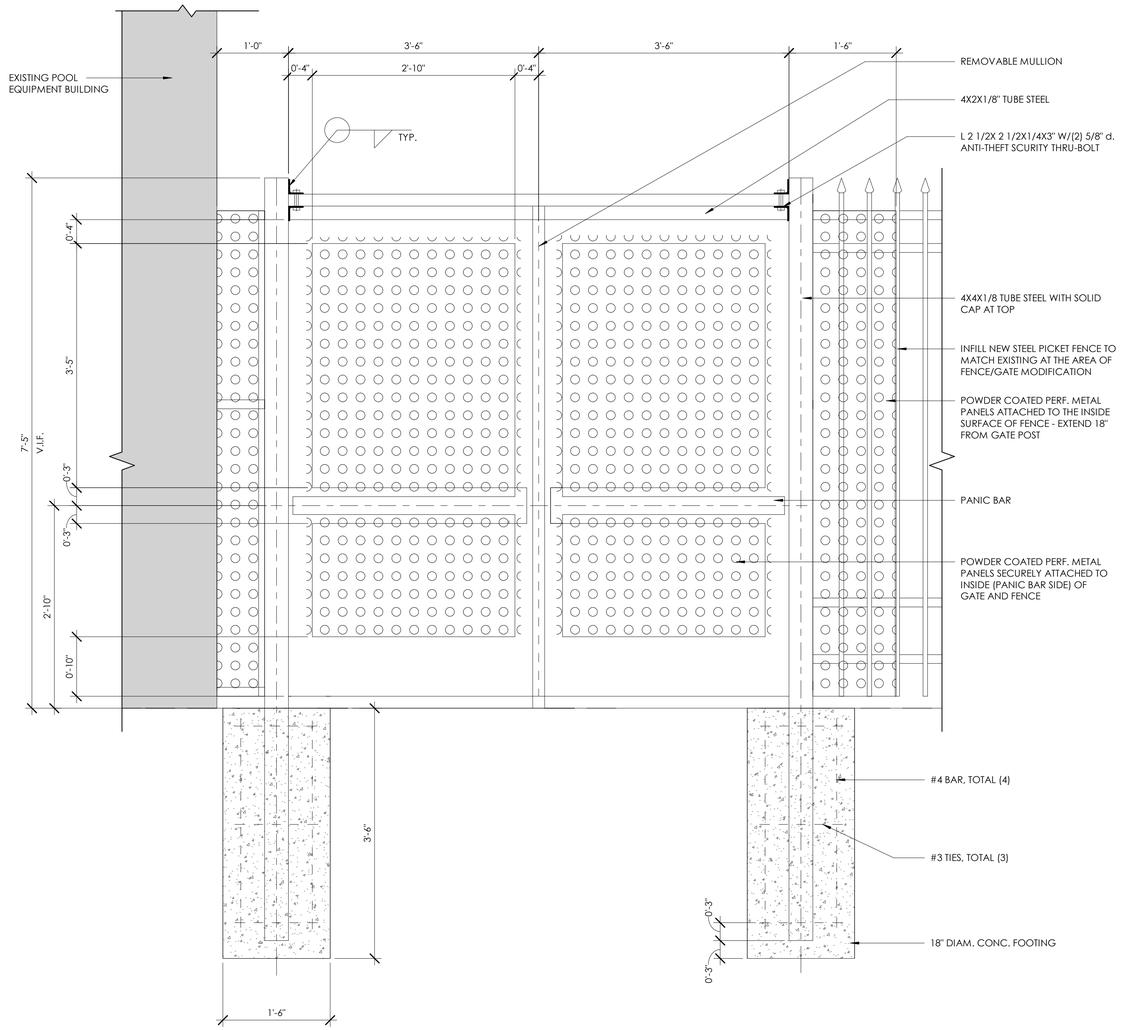
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SITE PLAN

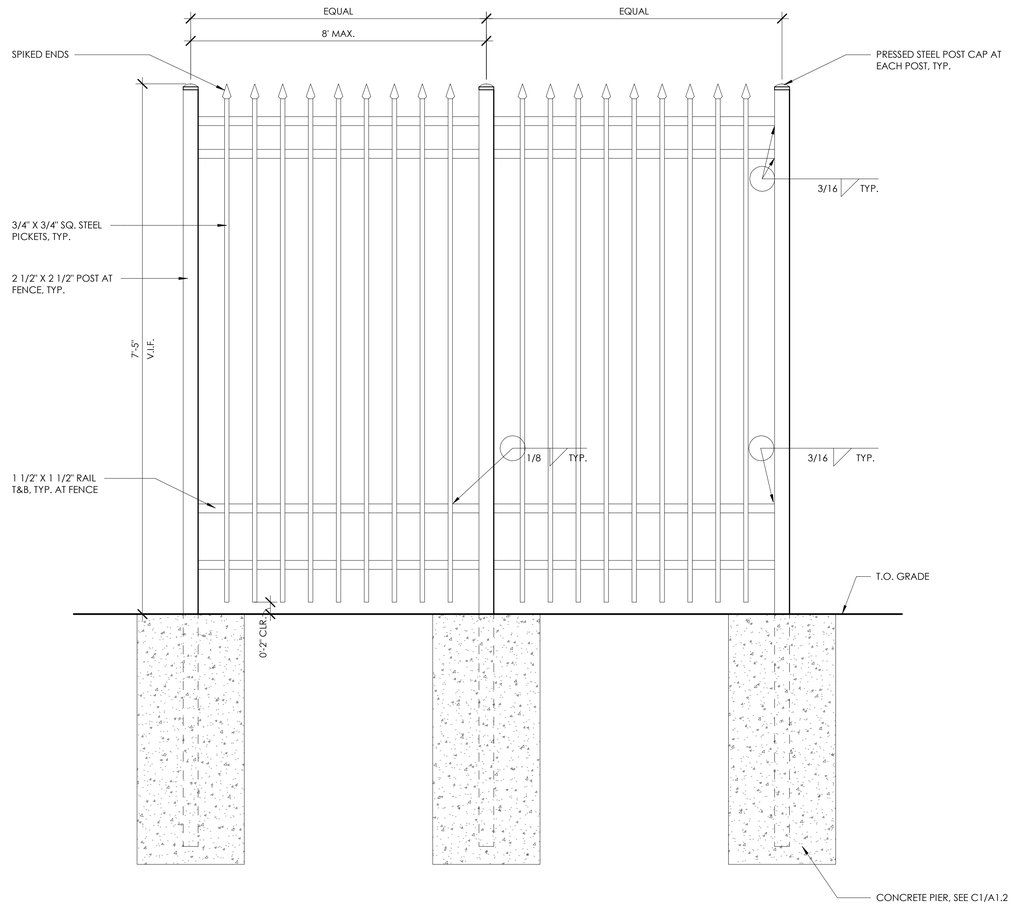
SHEET NUMBER:

A1.1

Not for Construction
For Council Approval



C1 A1.2 NEW GATE
SCALE: 1" = 1'-0"



C3 A1.2 MATCH EXISTING FENCE
SCALE: 1" = 1'-0"

LICENSED ARCHITECT
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C018223
REN. 09/10/21
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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

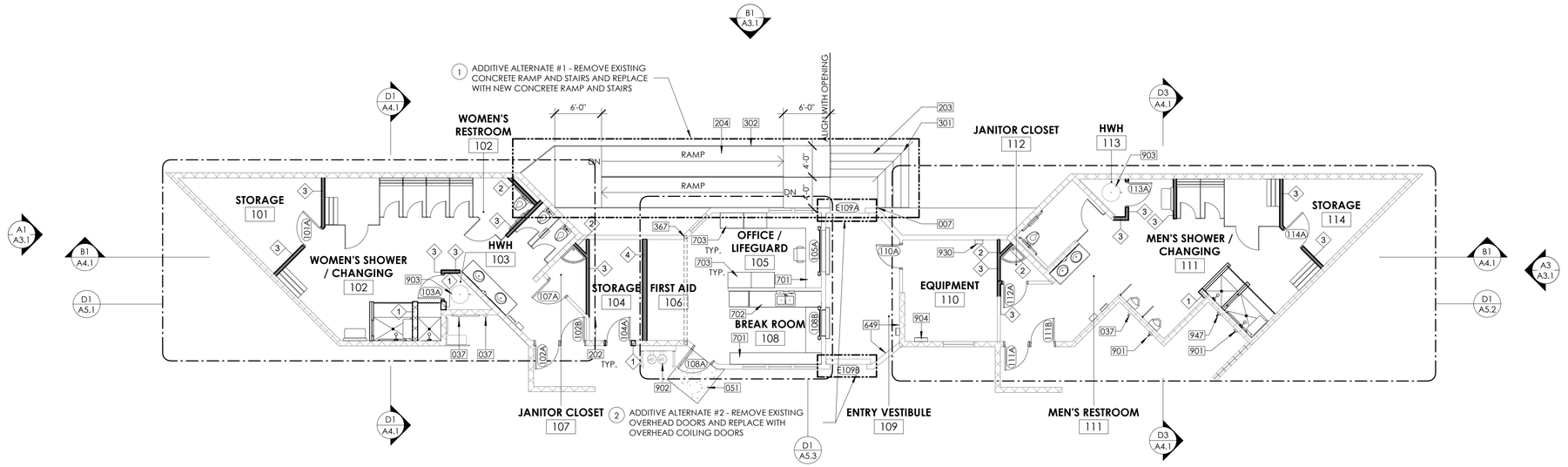
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SITE DETAILS

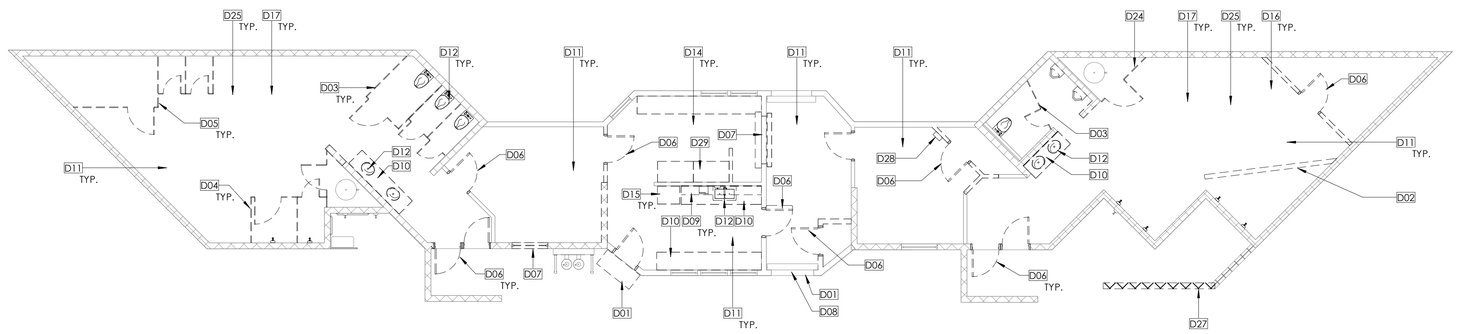
SHEET NUMBER:

A1.2

Not for Construction
For Council Approval



B1 FLOOR PLAN
A2.1 SCALE: 1/8" = 1'-0"



D1 DEMO FLOOR PLAN
A2.1 SCALE: 1/8" = 1'-0"

CONSTRUCTION NOTES

007	ALIGN WITH CORNER
037	EXISTING EXTERIOR SHOWER HEAD TO REMAIN
051	REPLACE CONCRETE AT DOOR THRESHOLD AREA TO CREATE A 60"X60" LEVEL LANDING (SLOPE MAX 2% AWAY FROM BUILDING UNTIL IT MEETS EXISTING CONCRETE DECK), LANDING TO HAVE 1/2" MAX DROP FROM TOP OF THRESHOLD. SEE DETAIL B4/A7.1
202	REPAIR CRACKS IN CONCRETE SLAB/PREP FOR NEW EPOXY
203	CONCRETE STAIRS, SEE CIVIL DRAWINGS FOR TOP AND BOTTOM ELEVATIONS. TREADS TO BE 12" & RISERS TO BE FIVE EQUAL RISERS, NOT TO EXCEED 7" & AS REQUIRED PER CIVIL DRAWING GRADES. PROVIDE NON-SLIP CONTRASTING COLOR NOSINGS AT TOP & BOTTOM PER D1/T-5
204	48" WIDE CONCRETE RAMP, SEE CIVIL DRAWINGS FOR GRADES & SLOPES
301	1-1/2" DIAMETER STEEL PIPE HANDRAILS, THREE TOTAL, PER D1/T-5
302	1-1/2" DIAMETER STEEL PIPE HANDRAIL AT 36" ABOVE RAMP & 1-1/2" STEEL PIPE GUIDE RAIL AT 6" ABOVE RAMP, HANDRAILS TO HAVE 12" EXTENSIONS AT TOP AND BOTTOM OF RAMP
367	POST BELOW TO 4X12 BEAM ABOVE
649	ADD WOOD SIDING TO MATCH EXISTING
701	NEW WORK COUNTER
702	NEW KITCHEN BASE CABINET
703	STORAGE CABINET
901	NEW EXTERIOR SHOWERS, SEE PLUMBING DRAWINGS
902	EXISTING DRINKING FOUNTAIN, SEE PLUMBING DRAWINGS
903	EXISTING HOT WATER HEATER, SEE PLUMBING DRAWINGS
904	EXISTING ELECTRICAL PANEL TO REMAIN
930	RELOCATED CABINET
947	NEW EXTERIOR SHOWER HEAD ON EXISTIING STUB

NOTES

1. SEE A2.2 FOR DIMENSION PLAN
2. SEE ENLARGED PLANS FOR ADDITIONAL INFORMATION
3. SEE A2.3 FOR REFLECTED CEILING PLAN
4. SEE A4.2 FOR WALL TYPES
5. SEE A6.1 FOR ROOM FINISH SCHEDULE & DOOR SCHEDULE

WALL LEGEND

- EXISTING WOOD FRAMED WALL TO REMAIN
- EXISTING 8" CMU WALL TO REMAIN
- NEW 2x4 WOOD FRAMED WALL
- NEW 2x6 WOOD FRAMED WALL
- NEW 8" CMU WALL

DEMOLITION NOTES

D01	DEMO SPALLED & CRACKED CONCRETE AT DOOR THRESHOLD
D02	DEMO 6" TALL CURB
D03	DEMO TOILET PARTITIONS
D04	DEMO SHOWER STALL PARTITIONS
D05	DEMO CHANGING STALL PARTITIONS
D06	DEMO DOORS AND FRAMES
D07	DEMO WINDOW & METAL WINDOW GRATE
D08	DEMO OVERHEAD COILING DOOR FOR BID ALTERNATE #2
D09	DEMO CABINETRY
D10	DEMO COUNTERTOP
D11	DEMO HIGH PERFORMANCE EPOXY FLOORING THROUGHOUT
D12	SEE PLUMBING FOR PLUMBING DEMOLITION
D14	SEE ELECTRICAL FOR ELECTRICAL DEMOLITION
D15	DEMO APPLIANCES
D16	DEMO BENCHES
D17	DEMO TOILET ROOM/SHOWER ROOM ACCESSORIES
D24	DEMO PARTITION
D25	DEMO TOILETS, URINALS, SINKS, COUNTERS, AND SHOWERHEADS
D27	REMOVE PORTION OF CMU WALL TO PROVIDE CLEAN, SMOOTH EDGE
D28	EXISTING CABINET TO BE RELOCATED
D29	REMOVE EXISTING FULL HEIGHT CABINETS

DEMO WALL LEGEND

- EXISTING WOOD FRAMED WALL TO REMAIN
- EXISTING 8" CMU WALL TO REMAIN
- EXISTING 2x4 WOOD FRAMED WALL BE REMOVED
- EXISTING 8" CMU WALL TO BE REMOVED

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LICENSED ARCHITECT
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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

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ROSEVILLE, CA 95678

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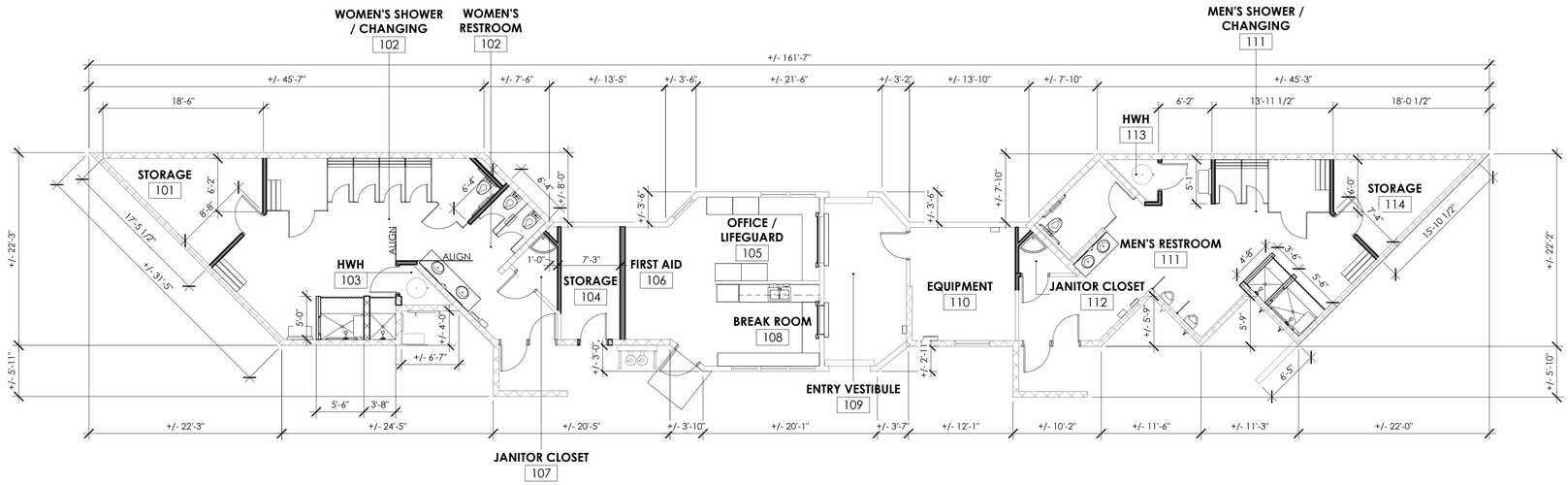
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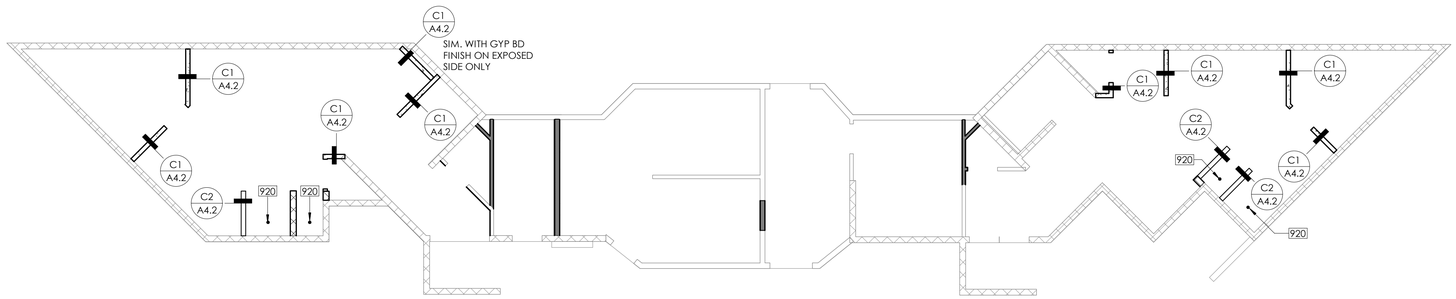
FLOOR PLAN & DEMO FLOOR PLAN

SHEET NUMBER:

A2.1



B1 DIMENSION PLAN
A2.2 SCALE: 1/8" = 1'-0"



D1 CURB PLAN
A2.2 SCALE: 1/8" = 1'-0"

NOTES

1. VERIFY ALL ROUGH OPENING SIZES PRIOR TO FRAMING
2. SEE ENLARGED PLANS FOR ADDITIONAL DIMENSIONS

WALL LEGEND

- EXISTING WOOD FRAMED WALL TO REMAIN
- EXISTING 8" CMU WALL TO REMAIN
- NEW 2x4 WOOD FRAMED WALL
- NEW 2x6 WOOD FRAMED WALL
- NEW 8" CMU WALL

CONSTRUCTION NOTES

920 FLOOR DRAIN, SEE PLUMBING

NOTES

1. VERIFY CURB WIDTH WITH ALL WALL SECTIONS AND WALL TYPES
2. SACK AND PATCH CONCRETE CURB TO PROVIDE SMOOTH FINISH WITH UNIFORM COLOR WHERE EXPOSED. SEAL CONRETE SLAB AND CURB.

LEGEND

- CMU WALL ON CONCRETE SLAB
- CONCRETE CURB

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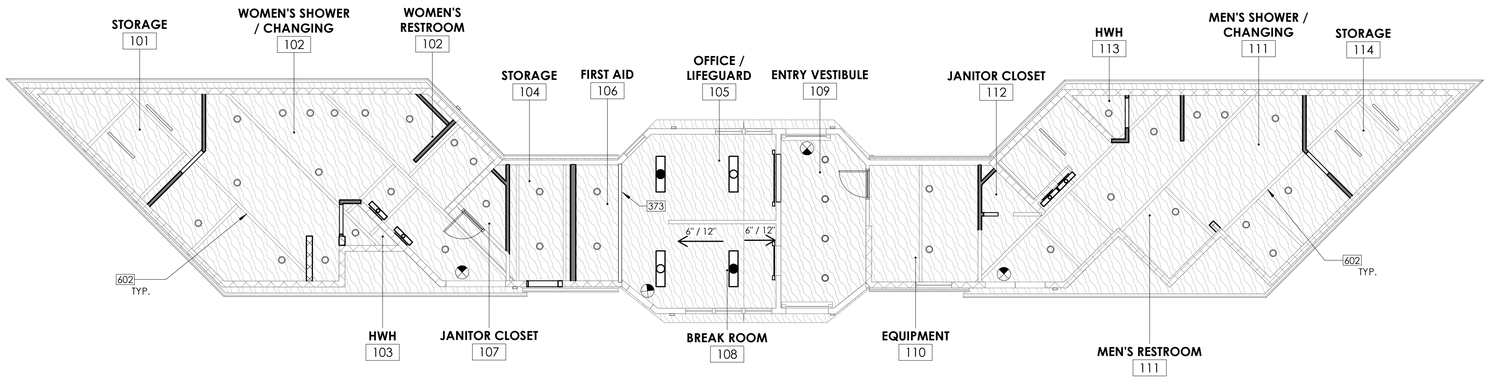
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DIMENSION PLAN & CURB PLAN

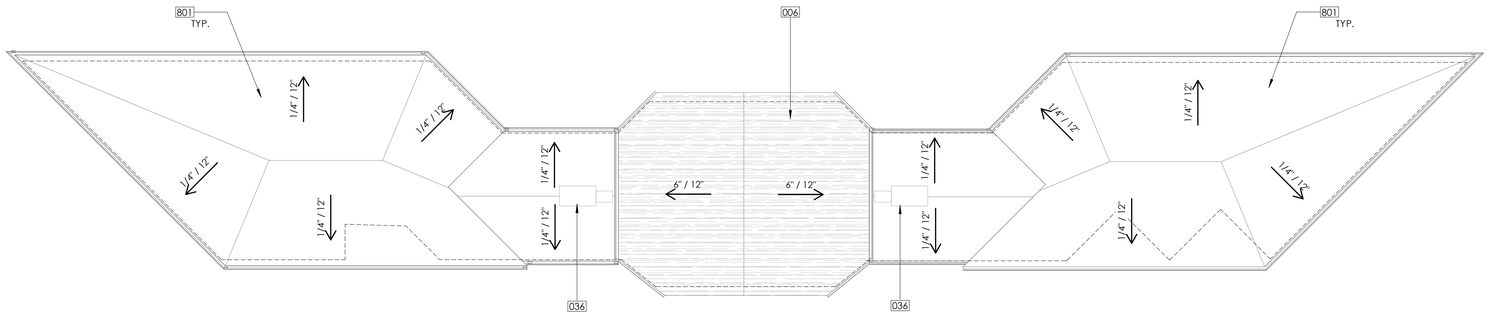
SHEET NUMBER:

A2.2

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B1 REFLECTED CEILING PLAN
A2.3 SCALE: 1/8" = 1'-0"



D1 ROOF PLAN
A2.3 SCALE: 1/8" = 1'-0"

CONSTRUCTION NOTES

006 EXISTING SHINGLE ROOFING TO REMAIN
036 EXISTING EVAPORATIVE SWAMP COOLER
373 NEW 4X12 BEAM AT LOW ROOF
602 PAINT ALL EXPOSED BEAMS AND RAFTERS
801 EXISTING SINGLE PLY ROOFING OVER TAPERED INSULATION

RCP NOTES

1. CONTRACTOR SHALL VERIFY DIMENSIONS AND LAYOUT OF ALL FIXTURES AND EQUIPMENT WITH ARCHITECT PRIOR TO ROUGH IN. REQUEST CLARIFICATION FOR ANY DIMENSIONS NOT SHOWN.
2. PROVIDE ACCESS PANELS AS REQUIRED FOR MECHANICAL EQUIPMENT, SEE MECHANICAL AND PLUMBING.
3. EXIT SIGNS SHALL BE READILY VISIBLE FROM ANY DIRECTION OR APPROACH.
4. EXIT SIGNS SHALL BE LOCATED AS NECESSARY TO CLEARLY INDICATE THE DIRECTION OF EGRESS TRAVEL. NO ONE POINT SHOULD BE MORE THAN 100 FEET FROM THE NEAREST VISIBLE SIGN.
5. SEE A2.1 FOR FLOOR PLAN AND A2.2 FOR DIMENSION PLAN.

RCP LEGEND

- PAINT EXISTING PLYWOOD CEILING OR SOFFIT
- LIGHT FIXTURE, SEE ELECTRICAL
- LIGHT FIXTURE, SEE ELECTRICAL
- LIGHT FIXTURE, SEE ELECTRICAL
- LIGHT FIXTURE, SEE ELECTRICAL
- EMERGENCY LIGHT FIXTURE, SEE ELECTRICAL
- LIGHT FIXTURE, SEE ELECTRICAL
- EXIT SIGN, SEE ELECTRICAL

ROOF PLAN NOTES

1. REFER TO MECHANICAL, PLUMBING, AND ELECTRICAL FOR LOCATIONS OF EQUIPMENT, VENTS, DUCTS, ETC.

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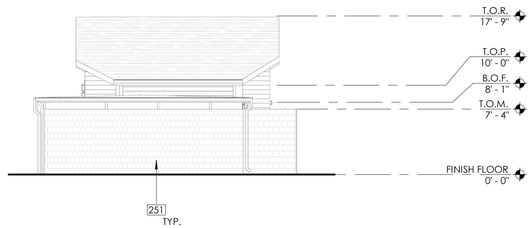
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REFLECTED CEILING PLAN & ROOF PLAN

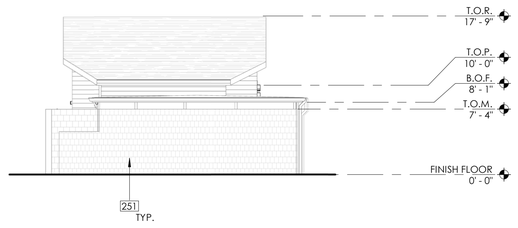
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A2.3

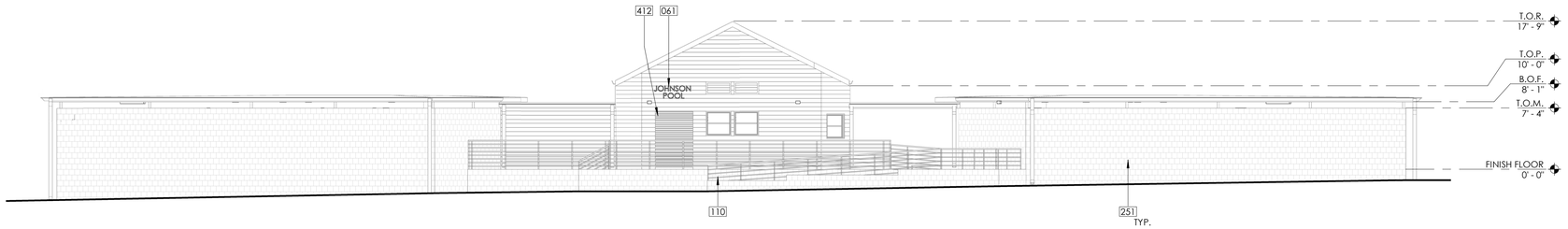
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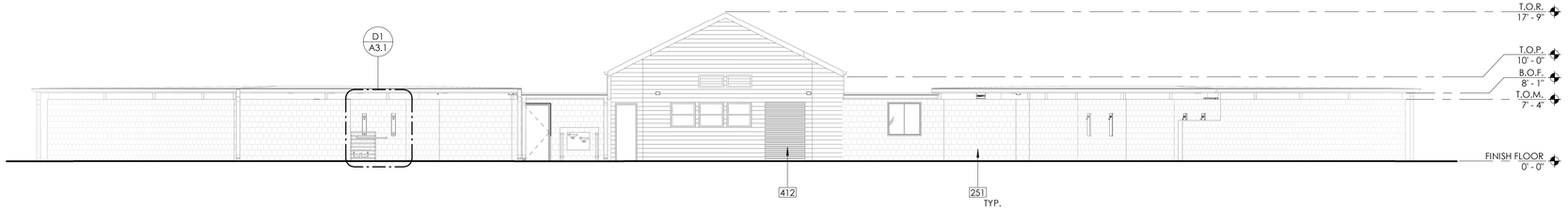
A1 A3.1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



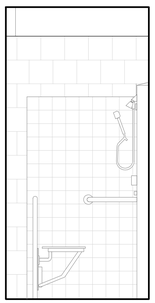
A3 A3.1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



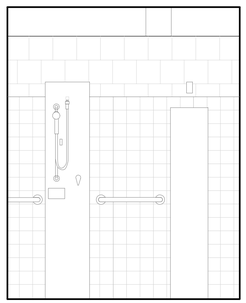
B1 A3.1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



C1 A3.1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



SEE B3 & B4/T-4 FOR TYPICAL
FIXTURE AND ACCESSORY HEIGHTS



D1 A3.1 EXISTING EXTERIOR ACCESSIBLE SHOWER ELEVATIONS
SCALE: 1/2" = 1'-0"

CONSTRUCTION NOTES

061 DIMENSIONAL LETTER SIGN
110 EXISTING STAIR AND RAMP SHOWN. SEE FLOOR PLAN FOR ADDITIVE ALTERNATE #1 STAIR AND RAMP CONFIGURATION
251 EXISTING PAINTED CMU WALLS
412 SEE DOOR SCHEDULE SHEET A6.1 FOR ADD ALTERNATE OVERHEAD DOOR REPLACEMENT

NOTES

1. NOTES AND DETAILS APPLY TO ALL ELEVATIONS U.N.O.

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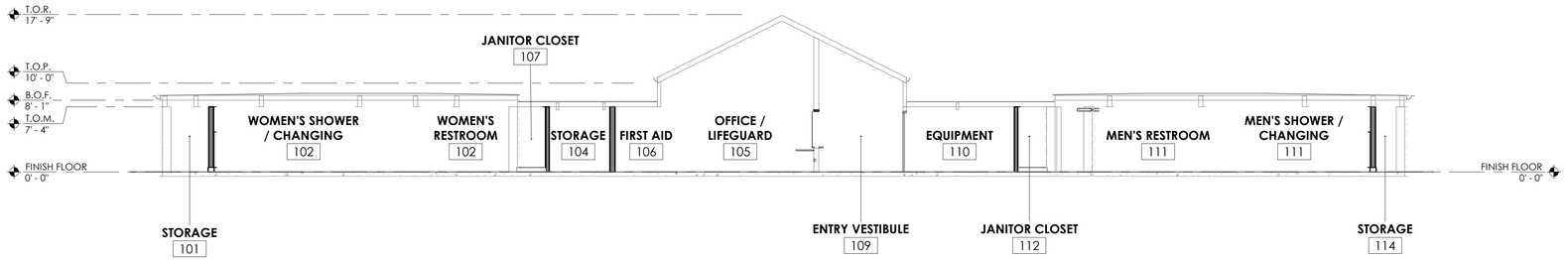
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EXTERIOR ELEVATIONS

SHEET NUMBER:

A3.1

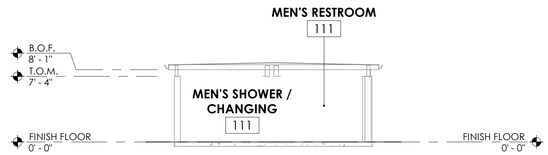
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B1 BUILDING SECTION
A4.1 SCALE: 1/8" = 1'-0"



D1 BUILDING SECTION
A4.1 SCALE: 1/8" = 1'-0"



D3 BUILDING SECTION
A4.1 SCALE: 1/8" = 1'-0"

CONSTRUCTION NOTES

NOTES

1. NOTES AND DETAILS APPLY TO ALL SECTIONS U.N.O.

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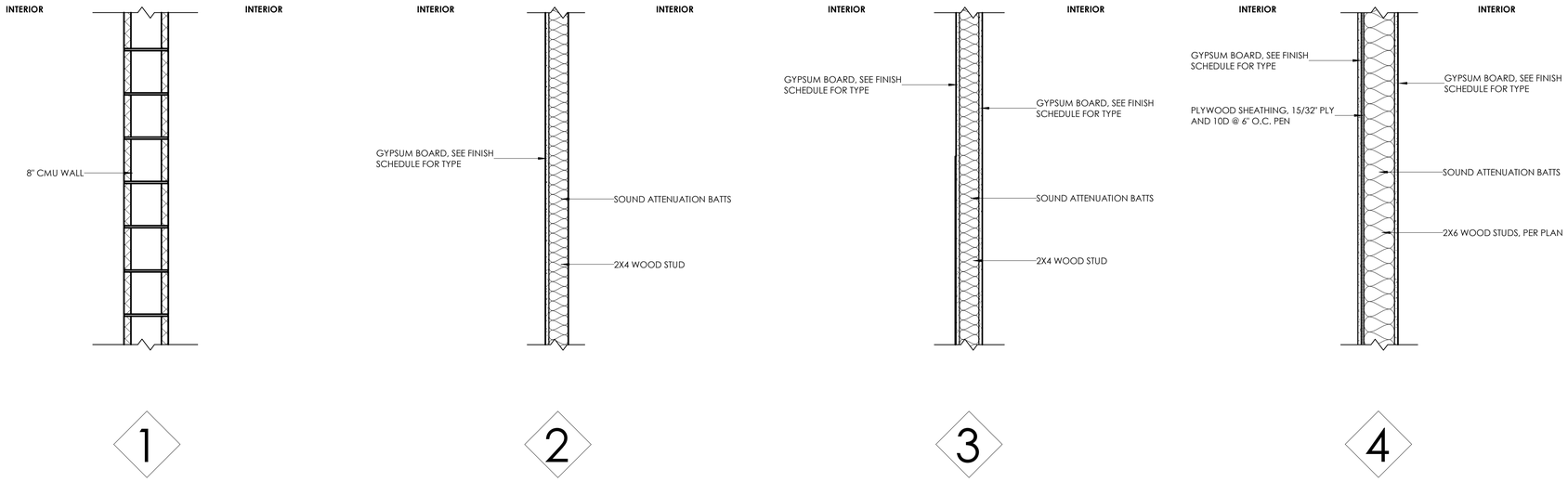
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BUILDING SECTIONS

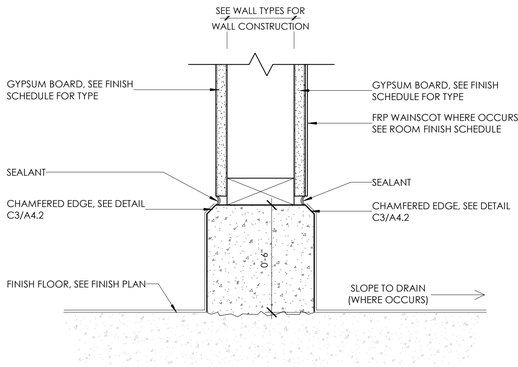
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A4.1

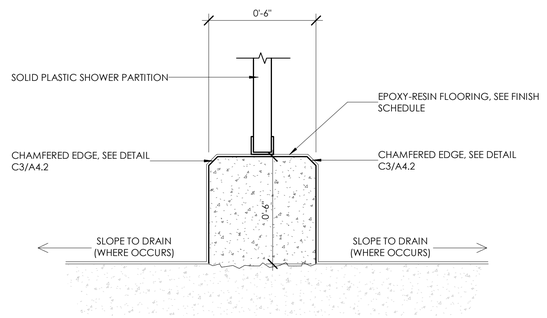
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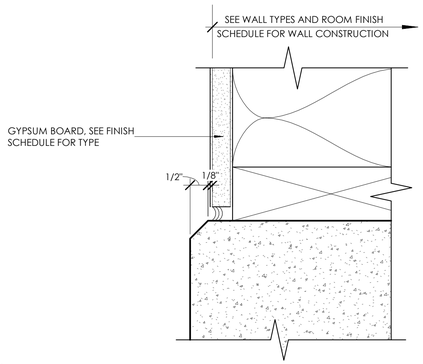
B1 A4.2 WALL TYPES
SCALE: 1" = 1'-0"



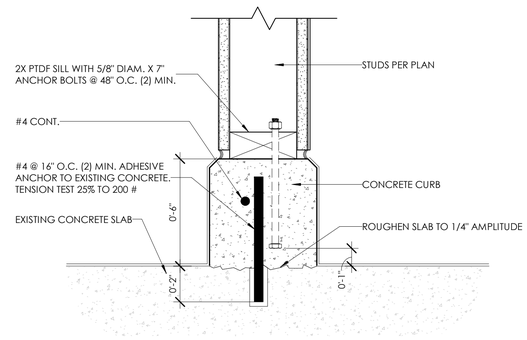
C1 A4.2 CURB - 2 SIDES EXPOSED AT INTERIOR WALLS
SCALE: 3" = 1'-0"



C2 A4.2 CURB AT SHOWER
SCALE: 3" = 1'-0"



C3 A4.2 CHAMFER EDGE DETAIL
SCALE: 6" = 1'-0"

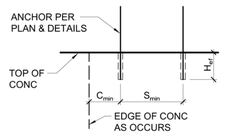


D1 A4.2 NEW CURB AT EXISTING SLAB
SCALE: 3" = 1'-0"

ADHESIVE ANCHOR IN 2500 PSI MIN CONCRETE

ADHESIVE TYPE	ANCHOR		PILOT HOLE	MIN EMBED UNO H_{ef}	MIN EDGE DISTANCE C_{min}	MIN SPCG S_{min}	MIN CONC DEPTH H_{min}
	THRD ROD	REBAR					
SIMPSON SET-XP (ICC-ESR 2508)	⅜"ø	#3	½"ø	3"	1¾"	3"	H_{ef} + 2½"
	½"ø	#4	⅝"ø	4"	1¾"	3"	H_{ef} + 3⅛"
	⅝"ø	#5	¾"ø	5"	1¾"	3"	H_{ef} + 3¾"
	¾"ø	#6	⅞"ø	6"	1¾"	3"	H_{ef} + 4⅜"
	⅞"ø	#7	1"ø	7"	1¾"	3"	H_{ef} + 4"
	1"ø	#8	1⅛"ø	8"	1¾"	3"	H_{ef} + 5⅝"
	1¼"ø	#10	1⅜"ø	10"	2¾"	6"	H_{ef} + 6¾"
HILTI HIT-HY 200R (ICC-ESR 3187)	⅜"ø	N/A	7/16"ø	3"	1¾"	1⅛"	H_{ef} + 1¼"
	N/A	#3	½"ø	3"	1¾"	1⅛"	
	½"ø	N/A	9/16"ø	4"	1¾"	2½"	
	N/A	#4	⅝"ø	4"	1¾"	2½"	
	⅝"ø	#5	¾"ø	5"	1¾"	3⅛"	H_{ef} + 1⅝"
	¾"ø	#6	⅞"ø	6"	1¾"	3¾"	H_{ef} + 1¾"
	⅞"ø	#7	1"ø	7"	1¾"	4⅜"	H_{ef} + 2"
	1"ø	#8	1⅛"ø	8"	1¾"	5"	H_{ef} + 2⅛"
	N/A	#9	1⅜"ø	9"	1¾"	5⅝"	H_{ef} + 2⅜"
	1¼"ø	N/A	1⅜"ø	10"	1¾"	6¼"	
	N/A	#10	1½"ø	10"	1¾"	6¼"	H_{ef} + 3"

D2 A4.2 ADHESIVE ANCHOR
SCALE: 1 1/2" = 1'-0"



NOTES:

1. INSTALL ADHESIVE ANCHORS PER MANUFACTURER'S INFORMATION AND ICC REPORT.
2. CONTRACTOR TO VERIFY MINIMUM EDGE DISTANCES, SPACING, AND THICKNESS ARE IN ACCORDANCE W/ SCHEDULE PRIOR TO INSTALLING ANCHOR.
3. HOLES TO BE DRILLED W/ ROTARY DRILL ONLY. WHEN DRILLING HOLES IN EXISTING CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS. MAINTAIN A REASONABLE CLEARANCE BETWEEN REINFORCEMENT AND THE DRILLED-IN ANCHOR. FILL ABANDONED HOLES W/ HIGH STRENGTH GROUT.
4. SPECIAL INSPECTION IS REQUIRED PER SECTION 1705 AND THE REQUIREMENTS OF THE ICC REPORTS. THE SPECIAL INSPECTOR SHALL PERFORM PERIODIC/CONTINUOUS INSPECTION IN ACCORDANCE WITH TABLE 1705.3. THE SPECIAL INSPECTOR SHALL INSPECT ANCHOR TYPE, ANCHOR DIMENSIONS, HOLE CLEANLINESS, EMBEDMENT DEPTH, CONCRETE TYPE, CONCRETE COMPRESSIVE STRENGTH, DRILL BIT DIAMETER, HOLE DEPTH, EDGE DISTANCE(S), ANCHOR SPACING(S), CONCRETE THICKNESS, AND ADHESIVE INJECTION.

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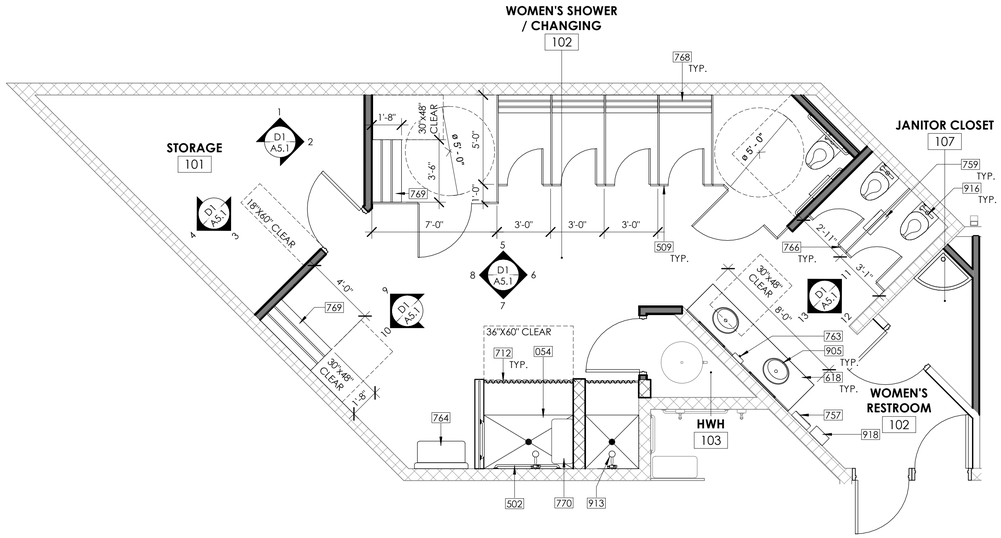
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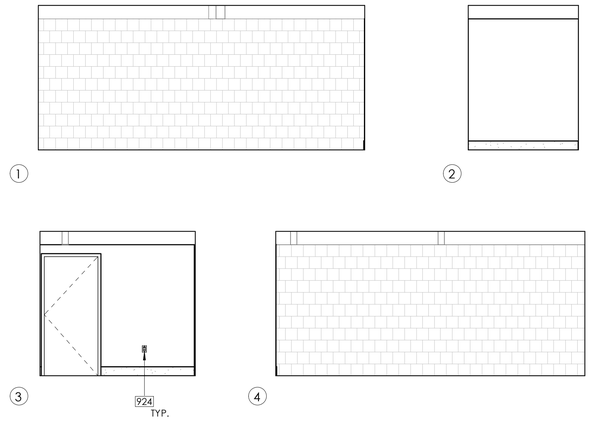
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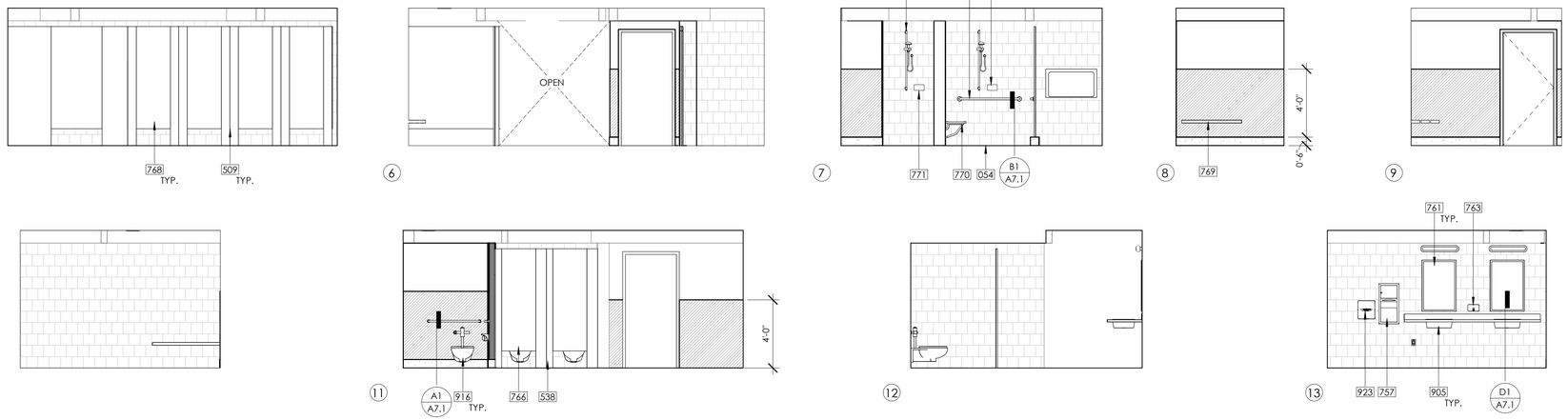
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A4.2

Not for Construction
For Council Approval







D1 A5.1 ENLARGED PLAN & INTERIOR ELEVATIONS - ROOMS 101, 102, 104 & 107 - STORAGE, WOMEN'S RESTROOM/SHOWER/CHANGING, STORAGE & JANITOR CLOSET
SCALE: 1/4" = 1'-0"

CONSTRUCTION NOTES

054	30X60 ACCESSIBLE ROLL IN SHOWER, SEE A3 AND A4/T-4
502	SHOWER GRAB BAR, SEE B3/T-3
509	CHANGING STALL PARTITIONS
538	TOILET STALL PARTITIONS
618	SOLID SURFACE COUNTERTOP, SEE FINISH SCHEDULE
712	SHOWER CURTAIN AND CURTAIN ROD
757	PAPER TOWEL DISPENSER/RECEPTACLE
759	TOILET PAPER DISPENSER
761	MIRROR
763	SOAP DISPENSER
764	WALL MOUNTED BABY CHANGING STATION
766	TOILET STALL DOOR, SEE B1/T-4
768	FLOOR MOUNTED BENCH
769	ACCESSIBLE BENCH
770	FOLDING SHOWER SEAT
771	SOAP DISH
905	SINK, SEE PLUMBING DRAWINGS
913	SHOWER, SEE PLUMBING DRAWINGS
916	LAVATORY, SEE PLUMBING DRAWINGS
918	ELECTRIC HAND DRYER
923	HAND DRYER TO BE XLERATOR MODEL XL-SB
924	ELECTRICAL OUTLET, SEE ELECTRICAL DRAWINGS

NOTES

1. SEE SHEETS T-3 & T-4 FOR RESTROOM FIXTURE AND ACCESSORY HEIGHTS AND CLEARANCES

LEGEND

FIBER REINFORCED PLASTIC

LICENSED ARCHITECT
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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

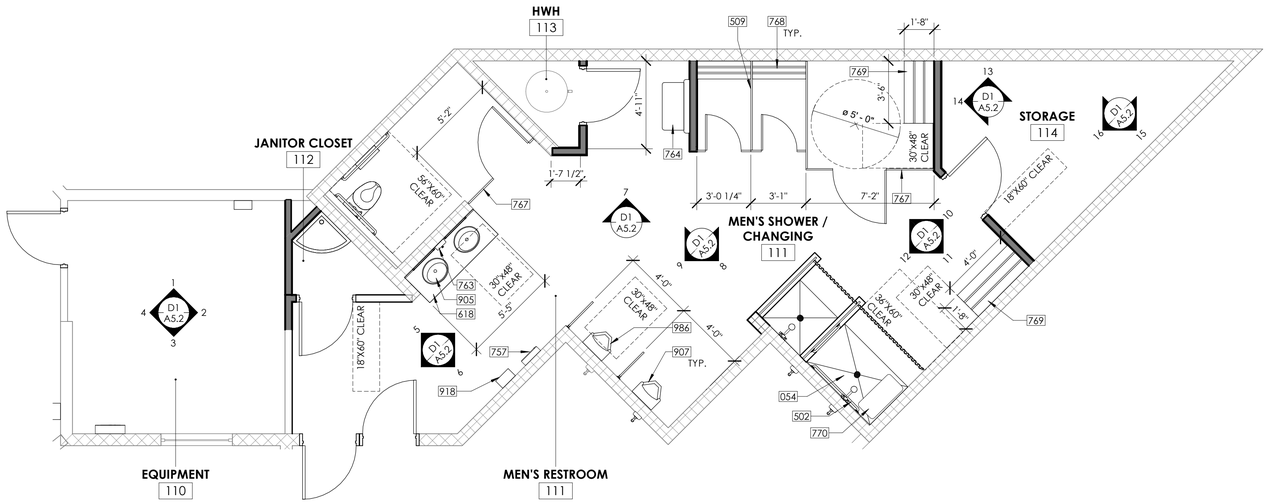
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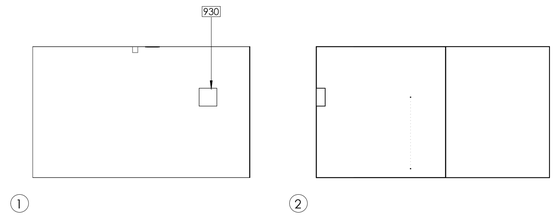
ENLARGED PLANS & INTERIOR ELEVATIONS

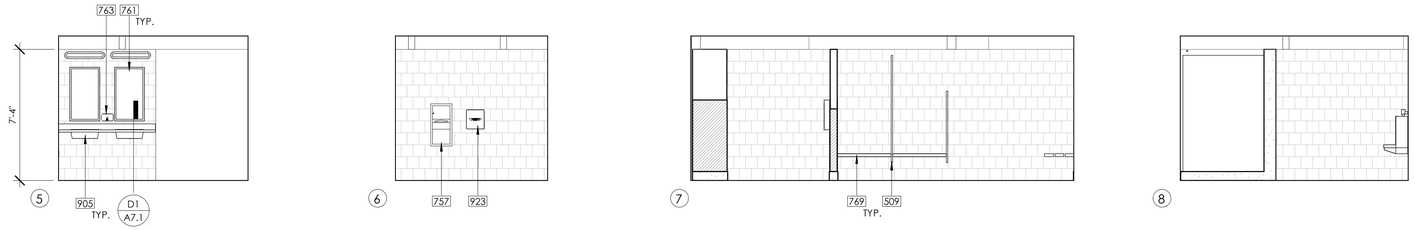
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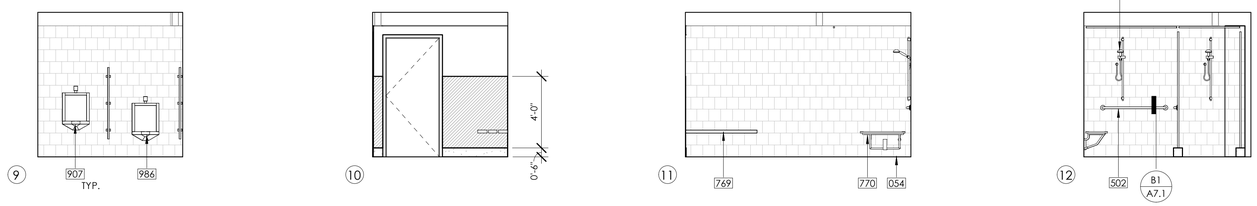
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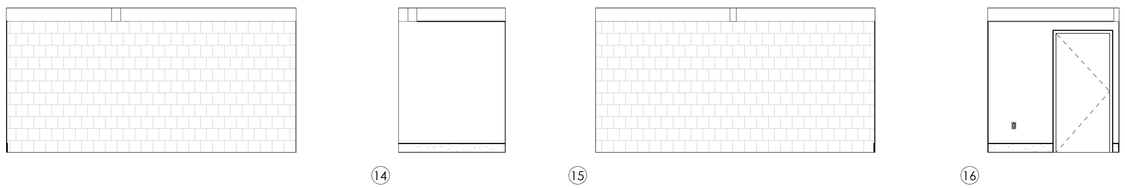
Not for Construction
For Council Approval











D1 A5.2 ENLARGED PLAN & INTERIOR ELEVATIONS - ROOMS 110, 111, 112, 114 - EQUIPMENT, JANITOR CLOSET, MEN'S RESTROOM / SHOWER / CHANGING, STORAGE
SCALE: 1/4" = 1'-0"

CONSTRUCTION NOTES

054	30X60 ACCESSIBLE ROLL IN SHOWER, SEE A3 AND A4/T-4
502	SHOWER GRAB BAR, SEE B3/T-3
509	CHANGING STALL PARTITIONS
618	SOLID SURFACE COUNTERTOP, SEE FINISH SCHEDULE
757	PAPER TOWEL DISPENSER/RECEPTACLE
761	MIRROR
763	SOAP DISPENSER
764	WALL MOUNTED BABY CHANGING STATION
767	ACCESSIBLE TOILET STALL, SEE B3/T-3
768	FLOOR MOUNTED BENCH
769	ACCESSIBLE BENCH
770	FOLDING SHOWER SEAT
905	SINK, SEE PLUMBING DRAWINGS
907	URINAL, SEE PLUMBING DRAWINGS
910	ACCESSIBLE SHOWER HEAD, SEE PLUMBING
918	ELECTRIC HAND DRYER
923	HAND DRYER TO BE XLERATOR MODEL XL-SB
930	RELOCATED CABINET
986	ACCESSIBLE URINAL, SEE PLUMBING DRAWINGS

NOTES

1. SEE SHEETS T-3 & T-4 FOR RESTROOM FIXTURE AND ACCESSORY HEIGHTS AND CLEARANCES

LEGEND

FIBER REINFORCED PLASTIC

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(CONSULTANT LOGO)

PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

(CLIENT LOGO)

Description:	Date:
CONCEPT DESIGN	01/11/20

NOT FOR CONSTRUCTION

Project Number:	200702
Approved By:	Approver
Checked By:	Checker
Drawn By:	Author

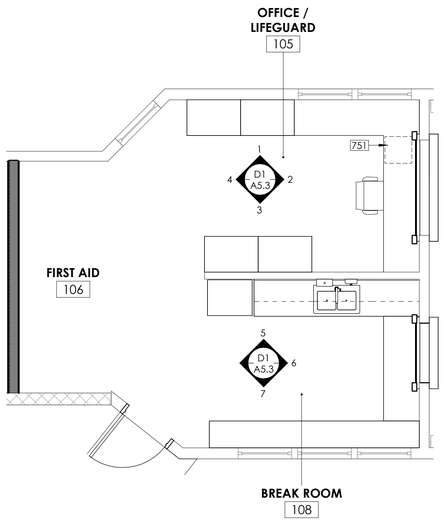
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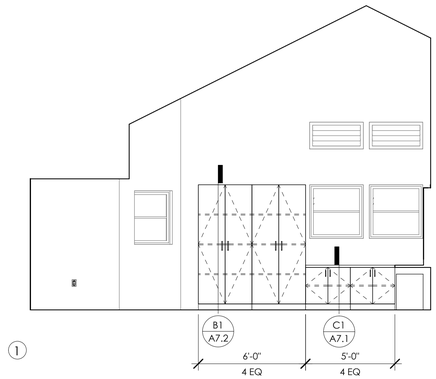
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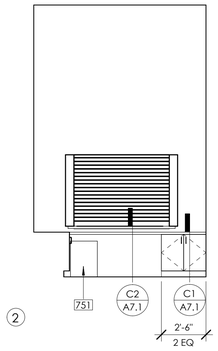
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Not for Construction
For Council Approval

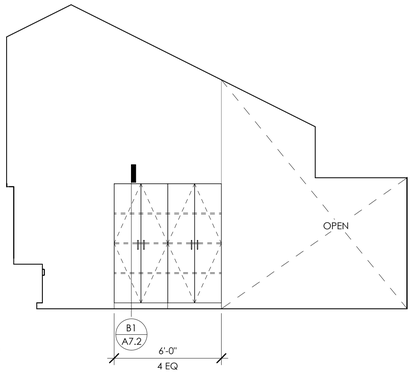




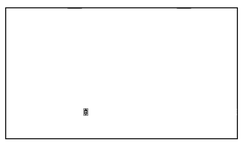
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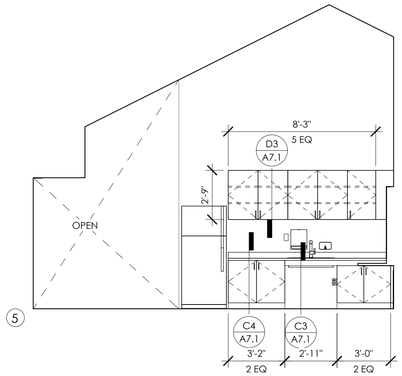
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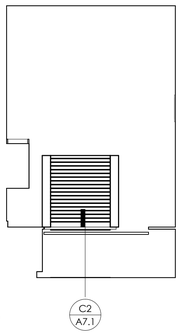
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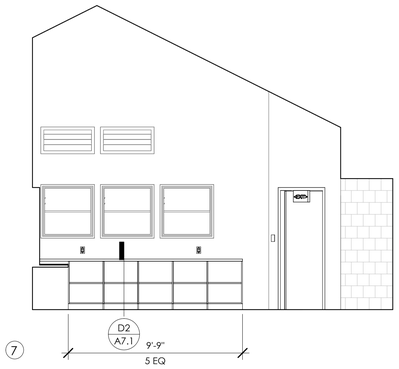
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5



6



7

D1
A5.3

ENLARGED PLAN & INTERIOR ELEVATIONS - ROOMS 105, 106 & 108 - OFFICE/LIFEGUARD, FIRST AID & BREAK ROOM

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

CONSTRUCTION NOTES

751 SAFE

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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

Sheet Title:

ENLARGED PLANS & INTERIOR ELEVATIONS

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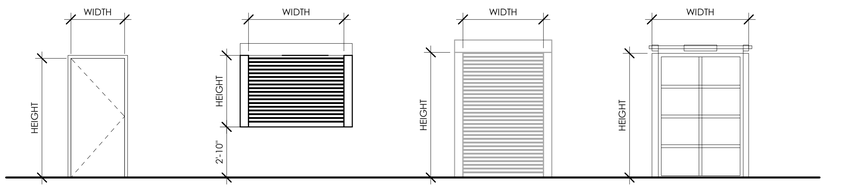
Not for Construction
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ROOM FINISH SCHEDULE

ROOMS		FLOOR		BASE		WAINSCOT		WALLS								CEILING			CASEWORK				
								NORTH		EAST		SOUTH		WEST									
NUMBER	DESCRIPTION	MATERIAL	COLOR	MATERIAL	COLOR	MATERIAL	COLOR	MATERIAL	COLOR	MATERIAL	COLOR	MATERIAL	COLOR	MATERIAL	COLOR	MATERIAL	COLOR	HEIGHT	COUNTERTOP	COLOR	CABINET	COLOR	REMARKS
101	STORAGE	EP	EP-1	EP	EP-1			CMU	PT-1	CMU	PT-1	GWBWR	PT-1	CMU/GWBWR	PT-1	PLYWD	PT-1	8' - 1"					2, 3, 7
102	WOMEN'S SHOWER / CHANGING	EP	EP-1	EP	EP-1	FRP	FRP-1	CMU/GWBWR	PT-1	CMU	PT-1	CMU/GWBWR	PT-1	CMU/GWBWR	PT-1	PLYWD	PT-1	8' - 1"					2, 3, 7
102	WOMEN'S RESTROOM	EP	EP-1	EP/RB	EP-1/RB-1	FRP	FRP-1	GWBWR	PT-1	CMU	PT-1	CMU/GWBWR	PT-1	CMU	PT-1	PLYWD	PT-1	8' - 1"	SSU	SSU-1			2, 3, 7
103	HWH	EP	EP-1	EP	EP-1			CMU/GWBWR	PT-1	GWBWR	PT-1	CMU	PT-1	CMU	PT-1	PLYWD	PT-1	8' - 1"					2, 3, 7
104	STORAGE	EP	EP-1	EP/RB	EP-1/RB-1			GWB	PT-1	GWB	PT-1	GWB	PT-1	CMU	PT-1	PLYWD	PT-1	7' - 4"					2, 3, 7
105	OFFICE / LIFEGUARD	EP	EP-1	RB	RB-1			PLYWD	PT-1	PLYWD	PT-1	PLYWD	PT-1	PLYWD	PT-1	PLYWD	PT-1	VARIES	SSU	SSU-1	PL	PL-1	1, 3, 5, 7
106	FIRST AID	EP	EP-1	EP/RB	EP-1/RB-1			GWB	PT-1		PT-1				PT-1	PLYWD	PT-1	7' - 4"	SSU	SSU-1			1, 3, 7
107	JANITOR CLOSET	EP	EP-1	EP/RB	EP-1/RB-1	FRP	FRP-1	CMU/GWBWR	PT-1	CMU/GWBWR	PT-1	GWBWR	PT-1	GWBWR	PT-1	PLYWD	PT-1	7' - 4"					1, 3, 7
108	BREAK ROOM	EP	EP-1	RB	RB-1			PLYWD	PT-1	PLYWD	PT-1	PLYWD	PT-1	PLYWD	PT-1	PLYWD	PT-1	VARIES	SSU	SSU-1	PL	PL-1	2, 3, 5, 7
109	ENTRY VESTIBULE	EP	EP-1					PLYWD	PT-1	PLYWD	PT-1	PLYWD	PT-1	PLYWD	PT-1	PLYWD	PT-1	8' - 1"					2, 3, 7
110	EQUIPMENT	EP	EP-1	EP/RB	EP-1/RB-1			CMU/GWB	PT-1	GWB	PT-1	GWB	PT-1	CMU	PT-1	PLYWD	PT-1	7' - 4"					2, 3, 7
111	MEN'S RESTROOM	EP	EP-1	EP/RB	EP-1/RB-1	FRP	FRP-1	CMU/GWBWR	PT-1	CMU	PT-1	CMU	PT-1	CMU	PT-1	PLYWD	PT-1	8' - 1"	SSU	SSU-1			2, 3, 7
111	MEN'S SHOWER / CHANGING	EP	EP-1	EP	EP-1	FRP	FRP-1	GWBWR	PT-1	CMU	PT-1	GWBWR	PT-1	CMU	PT-1	PLYWD	PT-1	8' - 1"					2, 3, 7
112	JANITOR CLOSET	EP	EP-1	EP/RB	EP-1/RB-1	FRP	FRP-1	GWBWR	PT-1	CMU/GWBWR	PT-1	CMU	PT-1	GWBWR	PT-1	PLYWD	PT-1	7' - 4"					2, 3, 7
113	HWH	EP	EP-1	EP	EP-1			CMU	PT-1	CMU	PT-1	GWBWR	PT-1	GWBWR	PT-1	PLYWD	PT-1	8' - 1"					2, 3, 7
114	STORAGE	EP	EP-1	EP	EP-1			GWBWR	PT-1	CMU	PT-1	CMU	PT-1	CMU/GWBWR	PT-1	PLYWD	PT-1	8' - 1"					2, 3, 7

DOOR SCHEDULE

DOOR											FRAME			DETAIL				HARDWARE GROUP	REMARKS
MARK	TYPE	WIDTH	HEIGHT	ELEV	DEPTH	MATERIAL	COLOR INT/EXT	FINISH	LOUVER SIZE	HOUR	MATERIAL	FINISH	COLOR INT/EXT	HEAD	JAMB	JAMB	THRESHOLD		
101A	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	A2/A7.1	A3/A7.1	A3/A7.1	A4/A7.1		6, 9
102A	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	B2/A7.1	B3/A7.1	B3/A7.1	B4/A7.1		1, 4, 5, 6, 7, 9
102B	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	B2/A7.1	B3/A7.1	B3/A7.1	B4/A7.1		1, 4, 5, 6, 7, 9
103A	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	A2/A7.1	A3/A7.1	A3/A7.1	A4/A7.1		6, 9
104A	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	B2/A7.1	B3/A7.1	B3/A7.1	B4/A7.1		6, 9
105A	ROLL-UP COUNTER SHUTTER	5' - 4" V.I.F.	4' - 0" V.I.F.	B	0' - 0 1/2"	SS	SS-1	FF			SS	FF	SS-1	D4/A7.1	D4/A7.1				
107A	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	A2/A7.1	A3/A7.1	A3/A7.1	A4/A7.1		
108A	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	A2/A7.1	A3/A7.1	A3/A7.1	A4/A7.1		4, 5, 6, 9
108B	ROLL-UP COUNTER SHUTTER	3' - 4"	4' - 0"	B	0' - 0 1/2"	SS	SS-1	FF			SS	FF	SS-1	D4/A7.1	D4/A7.1	D4/A7.1			
110A	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	A2/A7.1	A3/A7.1	A3/A7.1	A4/A7.1		4, 6, 9
111A	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	B2/A7.1	B3/A7.1	B3/A7.1	B4/A7.1		1, 4, 5, 6, 7, 9
111B	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	B2/A7.1	B3/A7.1	B3/A7.1	B4/A7.1		1, 4, 5, 6, 7, 9
112A	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	A2/A7.1	A3/A7.1	A3/A7.1	A4/A7.1		6, 9
113A	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	A2/A7.1	A3/A7.1	A3/A7.1	A4/A7.1		6, 9
114A	SINGLE	3' - 0"	6' - 8"	A	0' - 1 3/4"	HM	PT-2	PT			HM	PT	PT-2	A2/A7.1	A3/A7.1	A3/A7.1	A4/A7.1		6, 9
E109A	ROLL UP	4' - 6" V.I.F.	7' - 0" V.I.F.	C	0' - 0 1/2"														8, 10
E109B	ROLL UP	4' - 9" V.I.F.	7' - 0" V.I.F.	C	0' - 0 1/2"														8, 10



Ⓐ Ⓑ Ⓒ EXISTING Ⓒ ADDITIVE ALTERNATE #2 - REPLACE (E) ROLL-UP WITH (N) OVERHEAD SECTIONAL DOOR

FINISH NOTES

1. PAINT FINISH: EGG SHELL, COLOR PER OWNER
2. PAINT FINISH: SEMI-GLOSS, COLOR PER OWNER
3. REMOVE ALL EXISTING EPOXY COATING AT FLOOR AND BASE LOCATIONS AND REPLACE WITH NEW EPOXY COATING FLOOR AND BASE THROUGHOUT
4. REFER TO INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION
5. SEAL EDGES AND PAINT PLYWOOD
6. SACK AND PATCH CONCRETE CURB TO PROVIDE SMOOTH FINISH WITH UNIFORM COLOR WHERE EXPOSED SEAL, CONCRETE SLAB AND CURB
7. ALL COLOR SELECTIONS ARE TO BE BY OWNER

MATERIAL LEGEND

ABBR	DESCRIPTION
CNC	CONCRETE (SEALED)
CMU	CONCRETE MASONRY UNIT
CT	CERAMIC TILE
EXP	EXPOSED STRUCTURE
EP	HIGH PERFORMANCE EPOXY COATING OVER CONC. SLAB
FF	FACTORY FINISH
FRP	FIBER REINFORCED PLASTIC
GL	GLAZING
GWB	GYPSUM WALL BOARD 5/8" UON
GWBWR	GYPSUM WALL BOARD, WATER RESISTANT (5/8")
HM	HOLLOW METAL
MTL	METAL
PL	PLASTIC LAMINATE
PT	PAINT
PLYWD	1/2" PLYWOOD, PAINTED
RB	RUBBER BASE
SM	SHEET METAL
SS	STAINLESS STEEL
SSU	SOLID SURFACE
WD	WOOD

DOOR NOTES

1. TOILET ROOM ISA SIGNAGE AND TEXT ON WALL ADJACENT TO DOOR, SEE A1 T-6
2. PROVIDE ISA SYMBOL ON DOOR
3. (E) DOOR TO REMAIN, REFINISH & REPLACE HARDWARE
4. (E) DOOR TO BE REPLACED. LEAVE (E) HM DOOR FRAME AND REUSE
5. PROVIDE TACTILE EXIT / EXIT ROUTE SIGN
6. PROVIDE ROOM IDENTIFICATION SIGNAGE, VERIFY TEXT WITH OWNER, SEE B3 & D4/T-6
7. PROVIDE CLOSER AT THIS DOOR
8. PROVIDE SIGN AT EXIT DOOR THAT IS READILY VISIBLE, DURABLE, ADJACENT TO EXIT DOOR THAT SAYS "THIS DOOR SHALL REMAIN UNLOCKED WHEN SPACE IS OCCUPIED"
9. DOOR OPENING HARDWARE TO BE MOUNTED 34" TO 44" ABOVE FINISHED FLOOR
10. ADDITIVE ALTERNATE #2 - REPLACE EXISTING OVERHEAD COILING DOOR WITH ALUMINUM AND GLASS OVERHEAD SECTIONAL DOOR

NOTES:

1. DOORS IN THE MEANS OF EGRESS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.

Not for Construction
For Council Approval

LICENSED ARCHITECT
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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

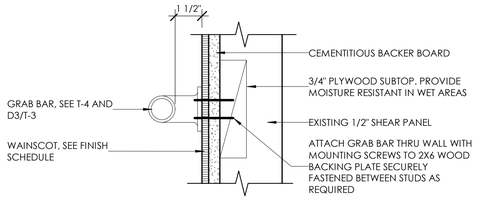
Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

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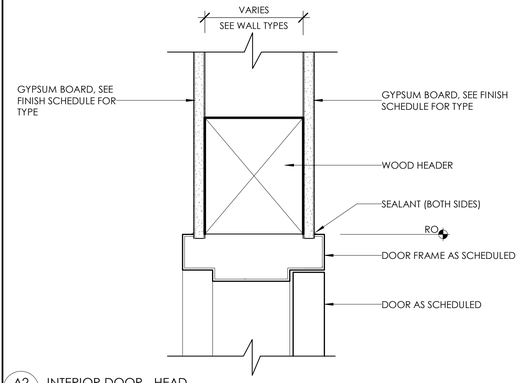
ROOM FINISH SCHEDULE & DOOR SCHEDULE

SHEET NUMBER:

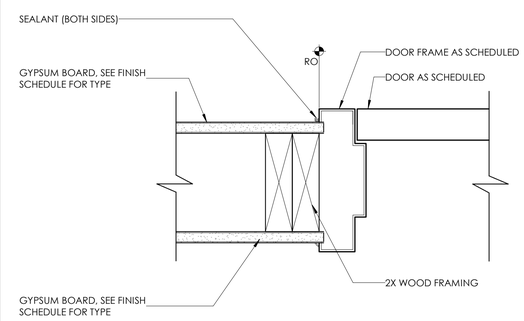
A6.1



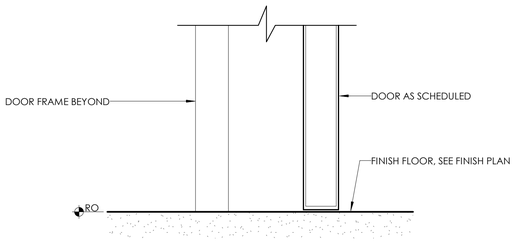
A1 A7.1 GRAB BAR AT WOOD FRAMED WALL
SCALE: 3" = 1'-0"



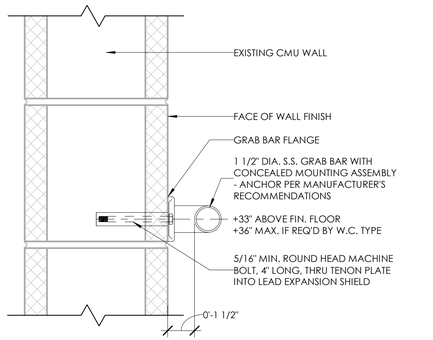
A2 A7.1 INTERIOR DOOR - HEAD
SCALE: 3" = 1'-0"



A3 A7.1 INTERIOR DOOR - JAMB
SCALE: 3" = 1'-0"

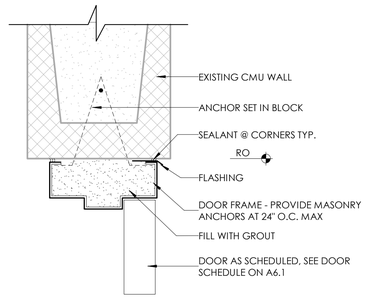


A4 A7.1 INTERIOR DOOR - THRESHOLD
SCALE: 3" = 1'-0"

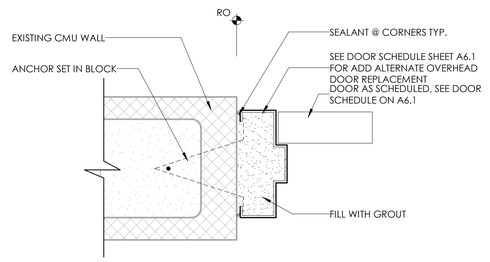


NOTE:
GRAB BAR ASSEMBLY TO WITHSTAND A LOAD OF 250 POUNDS APPLIED AT ANY POINT IN ANY DIRECTION

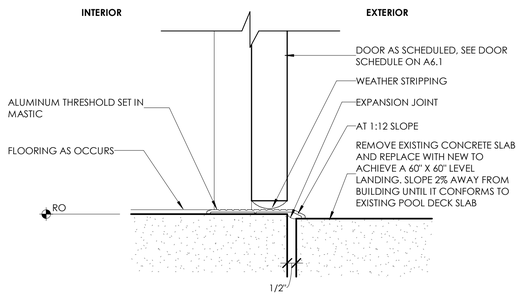
B1 A7.1 GRAB BAR AT CMU WALL
SCALE: 3" = 1'-0"



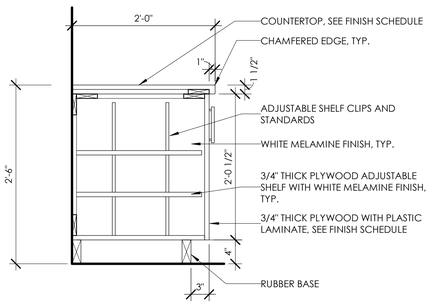
B2 A7.1 EXTERIOR/INTERIOR DOOR - CMU HEAD
SCALE: 3" = 1'-0"



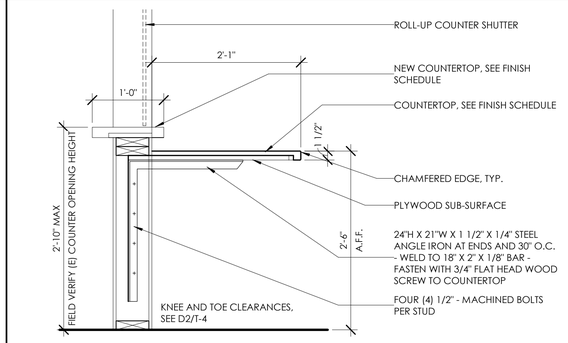
B3 A7.1 EXTERIOR/INTERIOR DOOR - CMU JAMB
SCALE: 3" = 1'-0"



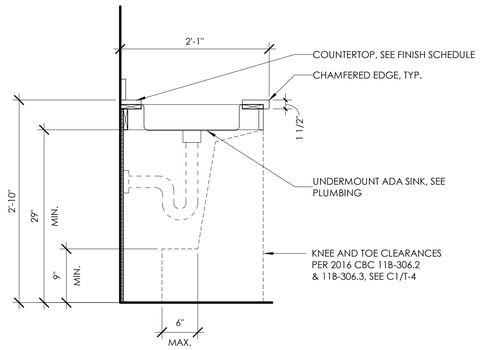
B4 A7.1 EXTERIOR DOOR - THRESHOLD
SCALE: 3" = 1'-0"



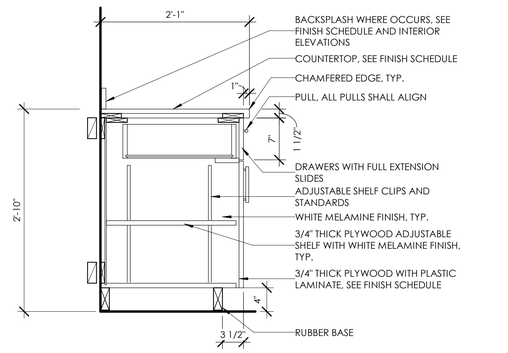
C1 A7.1 OFFICE BASE CABINET
SCALE: 1" = 1'-0"



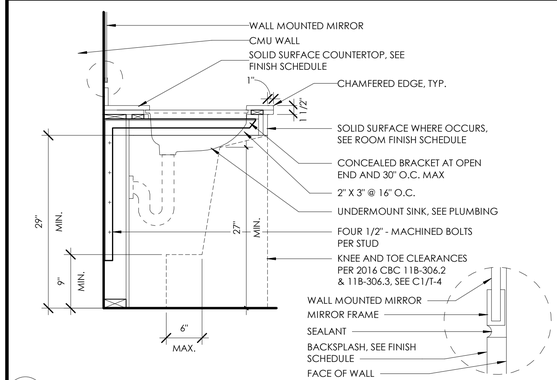
C2 A7.1 RECEPTION/WORK COUNTER
SCALE: 1" = 1'-0"



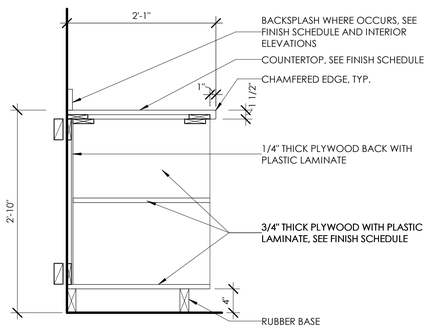
C3 A7.1 KITCHEN SINK CABINET
SCALE: 1" = 1'-0"



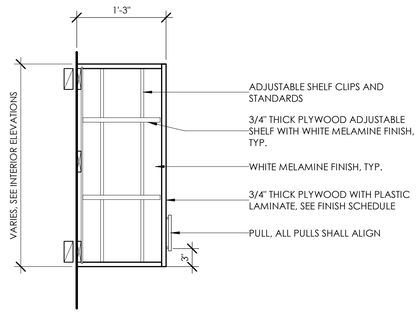
C4 A7.1 KITCHEN BASE CABINET
SCALE: 1" = 1'-0"



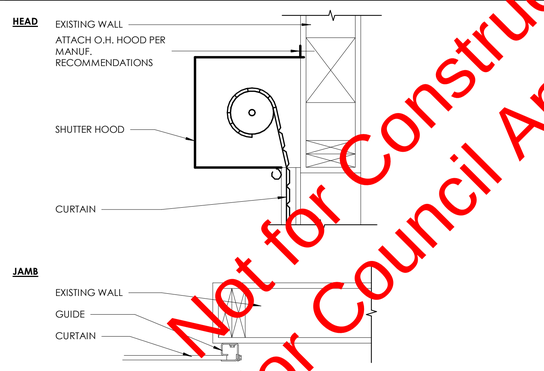
D1 A7.1 RESTROOM ADA LAVATORY
SCALE: 1" = 1'-0"



D2 A7.1 LIFEGUARD/CUBBY CABINET
SCALE: 1" = 1'-0"



D3 A7.1 UPPER CASEWORK DETAIL
SCALE: 1" = 1'-0"



D4 A7.1 OVERHEAD COUNTER SHUTTER
SCALE: 1 1/2" = 1'-0"

Not for Construction
For Council Approval

LICENSED ARCHITECT
JEFFREY A. KATZ
C-31823
REN. 09/10/21
STATE OF CALIFORNIA

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PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

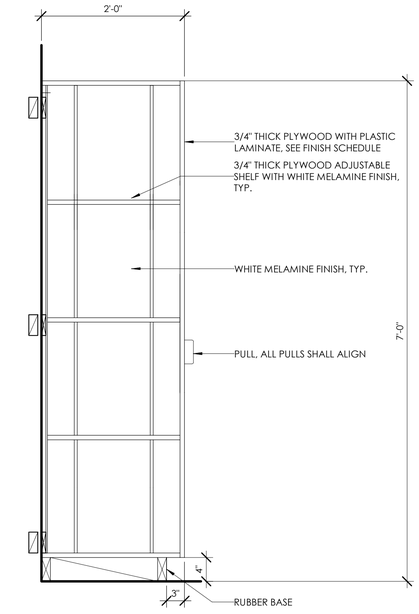
Project Number:	200702
Approved By:	MK
Checked By:	JB
Drawn By:	SC

Sheet Title:

DETAILS

SHEET NUMBER:

A7.1



NOTE: PROVIDE CONTINUOUS HINGE AND SPLINE

B1 / A7.2 STORAGE CABINET DETAIL
SCALE: 1" = 1'-0"

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(CONSULTANT LOGO)

PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE REMODEL

100 D STREET
ROSEVILLE, CA 95678

(CLIENT LOGO)

Description:	Date:
CONCEPT DESIGN	01/11/20

NOT FOR CONSTRUCTION

Project Number:	200702
Approved By:	Approver
Checked By:	Checker
Drawn By:	Author

Sheet Title:

DETAILS

SHEET NUMBER:

A7.2

Not for Construction
For Council Approval

MECHANICAL GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODES, SPECIFICATIONS, LOCAL ORDINANCES AND INDUSTRY STANDARDS.
2. VERIFY EXACT LOCATION OF ALL (E) EQUIPMENT, DUCTWORK, DIFFUSERS, REGISTERS AND GRILLES. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES BETWEEN (E) SYSTEMS AND DRAWINGS.
3. COORDINATE EXACT LOCATION OF EQUIPMENT AND ALL PENETRATIONS THROUGH ROOF, FLOORS AND WALLS WITH ARCHITECTURAL STRUCTURAL SYSTEMS PRIOR TO COMMENCING WORK.
4. COORDINATE EXACT SIZE AND ROUTING OF DUCTWORK WITH ARCHITECTURAL PLANS, STRUCTURE AND EQUIPMENT PRIOR TO COMMENCING WORK.
5. SEE ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION OF ALL CEILING DIFFUSERS, REGISTERS AND GRILLES.
6. FURNISH AND INSTALL MANUAL AIR DAMPERS AT ALL DUCT BRANCH TAKEOFFS TO A SINGLE SUPPLY DUFFUSER.
7. FLEXIBLE DUCTWORK CONNECTIONS TO CEILING DIFFUSERS ARE LIMITED TO 5' MAXIMUM LENGTH.
8. ALL DUCTWORK, CEILING DIFFUSERS/REGISTERS/GRILLES, EQUIPMENT, PIPING ETC., ARE NEW U.O.N. (SHOWN HEAVY). (E) DUCTWORK, PIPING ETC. IS SHOWN LIGHT. SEE LEGEND.
9. (E) DUCTWORK AND ITEMS TO BE REMOVED ARE SHOWN CROSSED ("X") OUT, SEE LEGEND, COORDINATE CLOSELY WITH (N) DUCTWORK AND P.O.C.'S SHOWN. ALL OTHER (E) DUCTWORK, ETC. TO REMAIN.
10. WHERE INLET DUCT DIAMETER AND DIFFUSER NECK SIZE ARE THE SAME (I.E. 9"ø & 9x9) CONTRACTOR SHALL OVERSIZE THE SHEET METAL PLENUM TO ACCOMODATE THE ROUND DUCT CONNECTION.

DIFFUSER, REGISTER & GRILLE SCHEDULE

SYMBOL	DESCRIPTION	KRUEGER	METALAIRE	NAILOR	TITUS	TUTTLE & BAILEY
CD ⊠	MODULAR CORE SURFACE MOUNT CEILING DIFFUSER BEVEL FRAME 3/4" DROP	1240 FRAME 21 – 1 1/4"	9000–2	7500–S	MCD BORDER TYPE 6	SQD–SB

NOTES:

1. ALL SYMBOLS NOTED MAY NOT BE USED. REFER TO PLANS FOR SIZE AND QUANTITY.
2. ALL SUPPLY AIR DIFFUSERS ARE 4 WAY BLOW UNLESS SHOWN OTHERWISE.
3. FURNISH ALL PRODUCTS OF A SINGLE MANUFACTURER.
4. COORDINATE DIFFUSER TYPE WITH ARCHITECTURAL REFLECTED CEILING PLAN.
5. OPPOSED BLADE DAMPERS ARE NOT REQUIRED AT DIFFUSERS, REGISTERS OR GRILLES.
6. PROVIDE MANUAL AIR DAMPERS AT EACH BRANCH DUCT TO A SINGLE DIFFUSER, REGISTER OR GRILLE.
- ALUMINUM REGISTERS FOR SHOWERS AND DAMP AREAS

MECHANICAL LEGEND

SYMBOL	ABBREVIATION	DESCRIPTION
	ABV	ABOVE
	ABC	ABOVE CEILING
	AF	ABOVE FLOOR
	AFF	ABOVE FINISHED FLOOR
	AFG	ABOVE FINISHED GRADE
⊠	AD , AP	ACCESS DOOR , ACCESS PANEL
	AC	AIR CONDITIONING
	APD	AIR PRESSURE DROP, INCHES WATER COLUMN
	AB	ANCHOR BOLT
	ANV	ANGLE VALVE
	AAV	AUTOMATIC AIR VENT
ATV	ATV	ATMOSPHERIC VENT (STEAM OR HOT VAPOR)
	BV	BALL VALVE
	BDD	BACK DRAFT DAMPER
	BFP	BACKFLOW PREVENTER
	BF	BELOW FLOOR
	BHP	BRAKE HORSE POWER
	BTU(H)	BRITISH THERMAL UNITS (PER HOUR)
	BFV	BUTTERFLY VALVE
BPT	BPT	BYPASS TIMER
	CBV	CALIBRATED BALANCE VALVE
	CC	CENTER TO CENTER
	CLG	CEILING
	CEF	CEILING EXHAUST FAN
	CKV	CHECK VALVE
	CP	CIRCULATING PUMP
	CLR	CLEAR
	CONC	CONCRETE
		CONCENTRIC REDUCER
CD	CD	CONDENSATE DRAIN
	COND	CONDENSER
	CONN	CONNECT OR CONNECTION
	CONT	CONTINUATION
	CONTR	CONTRACTOR
	CT	COOLING TOWER
ƒ	CFM	CUBIC FEET OF AIR FLOW PER MINUTE
	DPR	DAMPER
°F		DEGREES FAHRENHEIT
ø	DIA	DIAMETER , PHASE
	DL	DOOR LOUVER
	DN	DOWN
	DR	DRAIN
	DB	DRY BULB (DEGREES FAHRENHEIT)
(DS)	DS	DYNAMIC SENSOR
		ECCENTRIC REDUCER
	EP	ELECTRICAL PANEL
	EL	ELEVATION
	ENT	ENTERING
	EDB	ENTERING DRY BULB
	EW	ENTERING WATER
	EWT	ENTERING WATER TEMPERATURE
	EWB	ENTERING WET BULB
	EVAP	EVAPORATOR
	EC	EVAPORATIVE COOLER
	EA	EXHAUST AIR
	EAD	EXHAUST AIR DAMPER
	EF	EXHAUST FAN
	(E), EXIST	EXISTING
	(E)	EXISTING TO BE REMOVED
	ESP	EXTERNAL STATIC PRESSURE
	FPM	FEET PER MINUTE
	FIN	FINISH
F	FD	FIRE DAMPER
FS	FS	FIRE/SMOKE DAMPER
	FC	FLEXIBLE CONNECTION
	FLR	FLOOR
		FLOW IN DIRECTION OF ARROW
	FLV	FLOW LIMITING VALVE
	FA	FROM ABOVE
	FB	FROM BELOW
	FLA	FULL LOAD AMPS
	GCK	GAGE COCK
	GPH	GALLONS PER HOUR
	GPM	GALLONS PER MINUTE
	GV	GATE VALVE
	GLV	GLOBE VALVE
	GALV	GALVANIZED
	GI	GALVANIZED IRON
	GA	GAUGE
	HTG	HEATING

MECHANICAL LEGEND cont'd

SYMBOL	ABBREVIATION	DESCRIPTION
(H) X	H	HUMIDISTAT, "X" INDICATES DEVICE CONTROLLED
	IE	INVERT ELEVATION
	KW	KILOWATTS
	KWH	KILOWATT HOUR
	LDB	LEAVING DRY BULB IN DEGREES FAHRENHEIT
	LWB	LEAVING WET BULB IN DEGREES FAHRENHEIT
	LRA	LOCKED ROTOR AMPERES
	LVR	LOUVER
	MAD, MD	MANUAL AIR DAMPER
	MAV	MANUAL AIR VENT
	MFR	MANUFACTURER
	MAX	MAXIMUM
	MIN	MINIMUM
	MCC	MOTOR CONTROL CENTER
	(N)	NEW
	OC	ON CENTER
	OA	OUTSIDE AIR
	OAD	OUTSIDE AIR DAMPER
	OD	OUTSIDE DIAMETER
	OV	OUTLET VELOCITY
	OH	OVERHEAD
		PETE'S PLUG
		PIPE ANCHOR
		PIPE DROP
		PIPE GUIDE
		PIPE RISE
		PITCH DOWN IN DIRECTION OF FLOW
	POC	POINT OF CONNECTION
	LBS	POUNDS
	PSI (G) (A)	POUNDS PER SQUARE INCH (GAUGE) (ABSOLUTE)
	PD	PRESSURE DROP
	PG	PRESSURE GAUGE
	PRV	PRESSURE REDUCING VALVE
	PCR	PUMPED CONDENSATE RETURN
RG	RG	REFRIGERANT GAS PIPING
RS	RS	REFRIGERANT SUCTION PIPING
RL	RL	REFRIGERANT LIQUID PIPING
	RV or P&TRV	RELIEF VALVE OR PRESSURE & TEMPERATURE RELIEF VALVE
	RA	RETURN AIR
	RAD	RETURN AIR DAMPER
	RPM	REVOLUTIONS PER MINUTE
	RLA	RUNNING LOAD AMPERES
	SB	SECURITY BARS
	SM	SHEET METAL
SD	SD	SMOKE DAMPER
(SD)	SKD	SMOKE DETECTOR
	SD	SPLITTER DAMPER
	SQFT, FT^2	SQUARE FEET
	SQIN, IN^2	SQUARE INCHES
	SP	STATIC PRESSURE
	SPD	STATIC PRESSURE DROP
		STEAM TRAP (ALL TYPES)
	STR	STRAINER
	SA	SUPPLY AIR
	SF	SUPPLY FAN
	TCP	TEMPERATURE CONTROL PANEL
	TCV	TEMPERATURE CONTROL VALVE
(TS) X		TEMPERATURE SENSOR, "X" INDICATES DEVICE CONTROLLED
		THERMOMETER
(T) X	T	THERMOSTAT, "X" INDICATES DEVICE CONTROLLED. 48" AFF (TO TOP OF STAT)
	MBH	THOUSAND BRITISH THERMAL UNITS PER HOUR
	TA	TO ABOVE
	TB	TO BELOW
	TP	TOTAL PRESSURE
	TSP	TOTAL STATIC PRESSURE
	TYP	TYPICAL
	UG	UNDERGROUND
	UCD	UNDER CUT DOOR
	UON	UNLESS OTHERWISE NOTED
		UNION
	VLV	VALVE
		VALVE IN RISER (TYPE AS INDICATED OR NOTED)
		VALVE IN VALVE BOX
	WPD	WATER PRESSURE DROP
	W	WATTS
	WT	WEIGHT
	WB	WET BULB
	WMS	WIRE MESH SCREEN
	WP	WORKING PRESSURE
		2–WAY CONTROL VALVE
		3–WAY CONTROL VALVE

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capital engineering
RANCHO CORDOVA, CALIFORNIA

AC - IS | 210613.00
PM - DESIGN TEAM | PROJECT NO.

REGISTERED PROFESSIONAL ENGINEER — ISAAC SOLOMON CLARK — M 29743 — EXPIRES 06/30/24 — MECHANICAL — STATE OF CALIFORNIA

DATE SIGNED: 08/03/22

PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number: 200702
Approved By: AC
Checked By: AC
Drawn By: IS

Sheet Title:

MECHANICAL SCHEDULE, NOTES & LEGENDS

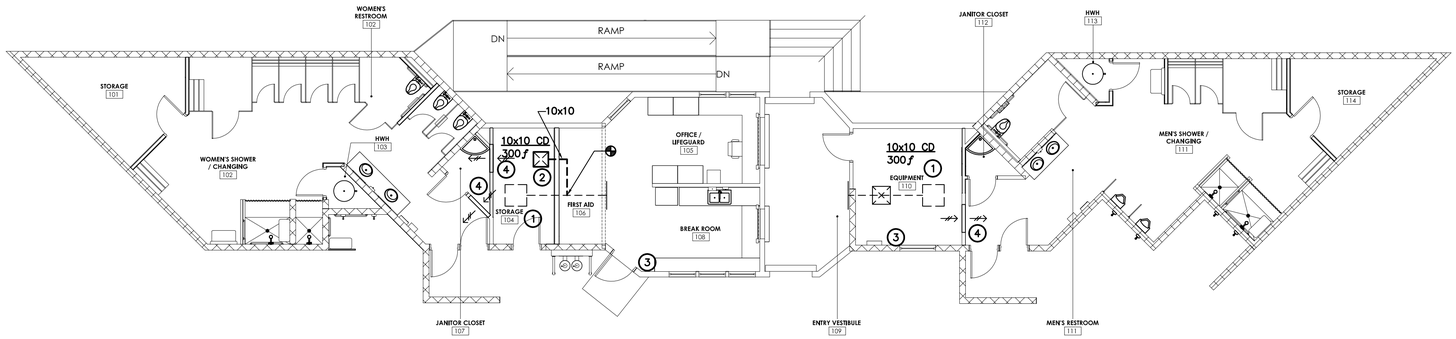
SHEET NUMBER:

M0.1

Not for Construction
For Council Approval

SHEET NOTES

1. EXISTING EVAPORATIVE COOLER AND DUCTWORK ON ROOF TO REMAIN.
2. NEW DUCT DROP THRU ROOF.
3. (N) OCCUPANCY SENSOR, INTERLOCK WITH EVAPORATIVE COOLER TO ENABLE UNIT OPERATION.
4. (N) TRANSFER OPENING WITH WIRE MESH SCREEN, MATCH EXISTING, MIN. 1 SQ. FT. FREE AREA.

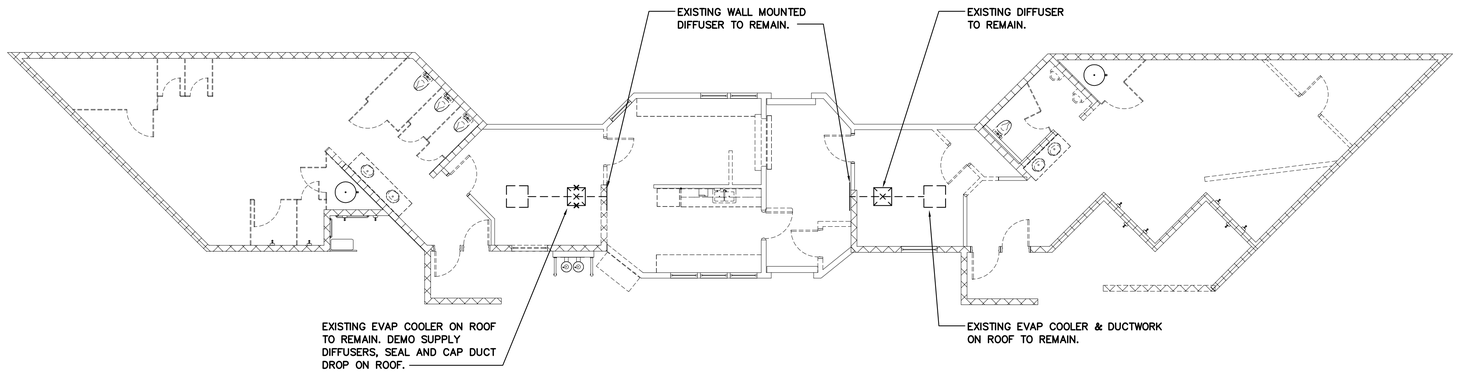


MECHANICAL FLOOR PLAN

SCALE : 1/8" = 1'-0"

1 / M2.1

N



MECHANICAL DEMO FLOOR PLAN

SCALE : 1/8" = 1'-0"

1 / M2.1

N

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capital engineering
RANCHO CORDOVA, CALIFORNIA

AC - IS
PM - DESIGN TEAM

210613.00
PROJECT NO.

REGISTERED PROFESSIONAL ENGINEER
ANTHONY COCKRELL
M 29743
EXPIRES 06/30/24
MECHANICAL
STATE OF CALIFORNIA

DATE SIGNED: 08/03/22

PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number: 200702
Approved By: AC
Checked By: AC
Drawn By: IS

Sheet Title:

MECHANICAL FLOOR PLAN

SHEET NUMBER:

M2.1

Not for Construction
For Council Approval

PLUMBING GENERAL NOTES

1. COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO TRENCHING OR INSTALLING PIPING AND ASSOCIATED ITEMS.
2. KEEP VTR'S A MINIMUM OF 10 FEET FROM AIR INTAKES AND 4 FEET MINIMUM FROM OUTSIDE WALLS.
3. ALL MECHANICAL UNITS ARE SHOWN FOR REFERENCE AND COORDINATION ONLY. SEE "M" SHEETS.
4. OFFSET ALL RISERS AND DROPS TO AVOID PENETRATIONS AT TOP PLATES.
5. FIELD VERIFY EXACT SIZES, LOCATIONS AND ELEVATIONS OF ALL PIPING CONNECTIONS, OTHER WORK, ETC., PRIOR TO TRENCHING OR INSTALLING OF ANY NEW WORK.
6. ALL VALVES SHALL BE LINE SIZE.
7. PENETRATION OF PIPES, CONDUIT, ETC., IN WALLS AND/OR FLOORS REQUIRING PROTECTED OPENINGS SHALL BE FIRE STOPPED. MATERIAL SHALL BE A TESTED ASSEMBLY APPROVED BY THE STATE FIRE MARSHAL.
8. ALL FLOOR DRAINS LOCATED IN CERAMIC TILE SHALL HAVE A SQUARE TOP.
9. CONCRETE ANCHORS SHALL BE HILTI, KWIK BOLT $\frac{3}{8}$" ø WITH $2\frac{1}{2}$" MIN. EMBEDMENT. ANCHORS SHALL BE TESTED PER IR 26-6, INTERPRETATIVE REGULATION FOR EXPANSION ANCHORS IN HARDENED CONCRETE. ANCHOR TEST LOAD IS 968 LBS. TENSION.

PLUMBING LEGEND

SYMBOL	ABBREVIATION	DESCRIPTION
	ABC	ABOVE CEILING
	AFF	ABOVE FINISHED FLOOR
	AFG	ABOVE FINISHED GRADE
	AF , BF	ABOVE FLOOR , BELOW FLOOR
	AD , AP	ACCESS DOOR , ACCESS PANEL
AW	AW	ACID WASTE BELOW FLOOR
AW	AW	ACID WASTE ABOVE FLOOR
AV	AV	ACID VENT PIPING
	ANV	ANGLE VALVE
	AQ	AQUASTAT
	AD	AREA DRAIN
	BFP, RP, DCV	BACKFLOW PREVENTER, REDUCED PRESSURE, DOUBLE CHECK VALVE
	BV	BALL VALVE
		BRANCH – TOP CONNECTION
		BRANCH – BOTTOM CONNECTION
or		BRANCH – SIDE CONNECTION
	BFV	BUTTERFLY VALVE
	CBV	CALIBRATED BALANCE VALVE
	COP	CAP ON END OF PIPE
CO_2	CO_2	CARBON DIOXIDE
	CB , RD	CATCH BASIN , ROOF DRAIN
℄		CENTER LINE
CG	CG	CHASIS GREASE
	CKV	CHECK VALVE
DWR	DWR	CHILLED DRINKING WATER RETURN
DWS	DWS	CHILLED DRINKING WATER SUPPLY
	CP	CIRCULATING PUMP
	CW	COLD WATER
	CWD	COLD WATER DROP
	CWR	COLD WATER RISE
H	CWH, HWH, VH	COLD WATER HEADER, HOT WATER HEADER, VENT HEADER
A	A	COMPRESSED AIR
X#A	X#A	COMPRESSED AIR – X#
	CR	CONCENTRIC REDUCER
CD	CD	CONDENSATE DRAIN LINE
	CMP	CORRUGATED METAL PIPE
CO CO	CO	CLEANOUT
DI	DI	DEIONIZED WATER
°F		DEGREES FAHRENHEIT
ø , □		DIAMETER , SQUARE (FEET)
DF	DF	DIESEL FUEL
DIS	DIS	DISTILLED WATER
DSP	DSP	DRY STAND PIPE
	ER	ECCENTRIC REDUCER
	(E)	EXISTING TO BE REMOVED
	EJ	EXPANSION JOINT
FF=		FINISHED FLOOR ELEVATION
	FHC	FIRE HOSE RACK AND CABINET
F	F	FIRE PROTECTION WATER SUPPLY
FU		FIXTURE UNIT
	FC	FLEXIBLE CONNECTOR
⌀	CO	CLEANOUT
	FD	FLOOR DRAIN
	FS	FLOOR SINK
		FLOW IN DIRECTION OF ARROW
FS	FLV	FLOW LIMITING VALVE
	FS	FLOW SWITCH
FV , FT		FLUSH VALVE , FLUSH TANK
(FA) , (TA)		FROM ABOVE , TO ABOVE
(FB) , (TB)		FROM BELOW , TO BELOW
	GCK	GAGE COCK
	GSCK , PC	GAS COCK , PLUG COCK
GA	GA	GASOLINE
GV		GASOLINE VENT
G	G	GAS – LOW PRESSURE
MG	MG	GAS – MEDIUM PRESSURE
HG	HG	GAS – HIGH PRESSURE
	GPR	GAS PRESSURE REGULATOR VALVE
R	GPR	GAS PRESSURE REGULATOR
	GM	GAS METER
		GAS SEISMIC VALVE
	GV	GATE VALVE
	GV	GREASE VENT
	GPM	GALLONS PER MINUTE
	GLV	GLOBE VALVE
⌀	CO	CLEANOUT
GW	GW	GREASE WASTE PIPING
	HD	HOPPER DRAIN , HUB DRAIN
	HB	HOSE BIBB

PLUMBING LEGEND cont'd

SYMBOL	ABBREVIATION	DESCRIPTION
	HW	HOT WATER PIPING
	HWR	HOT WATER PIPING RISE
	HWD	HOT WATER PIPING DROP
	HW	HOT WATER PIPING WITH HEAT TRACE TAPE
	HWRET	HOT WATER RETURN
	HWRET(R)	HOT WATER RETURN RISE
	HWRET(D)	HOT WATER RETURN DROP
( )	( ) HW	HOT WATER (TEMP. °F)
( )	( ) HWR	HOT WATER RETURN (TEMP. °F)
IS	IS	IRRIGATION SUPPLY
D	D	INDIRECT DRAIN , CONDENSATE DRAIN
LPG	LPG	LIQUIFIED PETROLEUM GAS
LO	LO	LUBRICATING OIL
LOV	LOV	LUBRICATING OIL VENT
	(N) , (E)	NEW , EXISTING
	(NTS)	NOT TO SCALE
	OH	OVERHEAD
OF	OF	OVERFLOW RAINWATER LEADER
	OFD	OVERFLOW DRAIN
	AN	PIPE ANCHOR
		PIPE GUIDE
		PIPE IN SLEEVE
		PITCH DOWN IN DIRECTION OF FLOW
	PT	PLUGGED TEE
	POC	POINT OF CONNECTION
	PG	PRESSURE GAUGE
P & TRV	P & TRV	PRESSURE & TEMPERATURE RELIEF VALVE PIPING
	PRV	PRESSURE REDUCING VALVE
PD	PD	PUMP DISCHARGE LINE
RWL	RWL	RAINWATER LEADER
	WH	RECESSED BOX HOSE BIBB OR WALL HYDRANT
	RV or P&TRV	RELIEF VALVE OR PRESSURE & TEMPERATURE RELIEF VALVE
	RET	RETURN
	RE , IE	RIM ELEVATION , INVERT ELEVATION
	(R) , (D)	RISE , DROP
		RISER DOWN (ELBOW)
		RISER UP (ELBOW)
	R , D	RISE OR DROP
	RD	ROOF DRAIN
	S, W	SOIL, WASTE OR SANITARY SEWER ABOVE FLOOR
	S, W	SOIL, WASTE OR SANITARY SEWER BELOW FLOOR
		SOLENOID VALVE WITH MOTOR ACTUATOR
SD	SD	STORM DRAIN
	STR	STRAINER
T	T	TEMPERED WATER SUPPLY
	TH	THERMOMETER
		THREE WAY CONTROL VALVE
TP	TP	TRAP PRIMER
TP		TRAP PRIMER PIPING
		TWO WAY CONTROL VALVE
	TYP	TYPICAL
	UN	UNION OR FLANGE
UD	UD	UNDER DRAIN
	AV	VALVE WITH MOTOR ACTUATOR
		VALVE IN RISER (TYPE AS INDICATED OR NOTED)
	VB	VALVE IN VALVE BOX (VALVE TYPE SYMBOL AS REQUIRED FOR VALVE TYPE USED)
	V	VENT PIPING
V , VR , VTR		VENT , VENT RISER , VENT THRU ROOF
VCP		VITRIFIED CLAY PIPE
	WCO	WALL CLEANOUT
	WHA	WATER HAMMER ARRESTER
WM	WM	WATER METER
WO	WO	WASTE OIL
WOV	WOV	WASTE OIL VENT
WSP	WSP	WET STAND PIPE
	PIV	POST INDICATOR VALVE
	FH	FIRE HYDRANT
	FDC	FIRE DEPARTMENT CONNECTION

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MECHANICAL
STATE OF CALIFORNIA

DATE SIGNED: 08/03/22

PROJECT:

CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

CITY OF ROSEVILLE CALIFORNIA

Description:	Date:
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PLUMBING SCHEDULE, NOTES & LEGENDS

SHEET NUMBER:

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PLUMBING FIXTURE SPECIFICATION & CONNECTION SCHEDULE

ADA	SYMBOL	FIXTURE	FIXTURE MANUFACTURER AND MODEL No.	FAUCET OR VALVE MANUFACTURER AND MODEL No.	TRIM MANUFACTURER AND MODEL No.	REMARKS	VENT	WASTE		COLD WATER		HOT WATER	
								BRANCH	OUTLET	BRANCH	OUTLET	BRANCH	OUTLET
	WC-1	**WATER CLOSET** WALL MOUNTED FLUSH VALVE STD/ACCESSIBLE	"KOHLER" KINGSTON 1.28, NO. K84325-SS-0, WALL HUNG, VITREOUS CHINA, ELONGATED, SIPHON JET ACTION, 1-1/2" TOP SPUD. 1.28 GPF	"SLOAN" ROYAL SFSM 111-1.28, ADA COMPLIANT, 1.28 GPF (BATTERY SIDE)	SEAT: "CHURCH" MODEL 295SSCT OR "BEMIS" MODEL 1955SSCT. PROVIDE WITH SELF- SUSTAINING CONCEALED CHECK HINGES, ONE PIECE STAINLESS STEEL POST HINGES, WHITE COLOR. CARRIER: "JAY R. SMITH" 100 OR 200 SERIES OR 500# RATED "ZURN" Z1201 AND Z1202 SERIES PROVIDE REAR SUPPORT LUG AND ANCHOR FOOT ASSEMBLY.	MOUNT AT HEIGHT INDICATED ON ARCHITECTURAL DRAWINGS. WHERE USED FOR CBC ACCESSIBLE WATER CLOSETS, THE FLUSH VALVE HANDLE SHALL BE MOUNTED ON THE WIDE SIDE OF THE WATER CLOSET ENCLOSURE.	2"	4"	4"	1-1/4"	1"	--	--
	UR-1	**URINAL** WALL MOUNTED FLUSH VALVE STD/ACCESSIBLE	"KOHLER" BARDON 1/8 GPF NO. K-4991-ET WALL HUNG, VITREOUS CHINA, SIPHON JET ACTION. 3/4" TOP SPUD, 2" THREADED OUTLET. .125 GPF WEIGHT = 51 LBS.	"SLOAN" ROYAL OPTIMA SMOOTH 186 HEU 0.125 GPF (BATTERY SIDE)	CARRIER: "JAY R. SMITH" 637 SERIES OR "ZURN" Z1222	MOUNT AT HEIGHT INDICATED ON ARCHITECTURAL DRAWINGS.	1-1/2"	2"	2"	1"	3/4"	--	--
	L-1	**LAVATORY** UNDERMOUNTED HOT AND COLD WATER STD/ACCESSIBLE	"KOHLER" CAXTON OVAL NO. K-2211 UNDERCOUNT, VITREOUS CHINA, FRONT OVERFLOW, 4" CENTERS, 20-1/4" x 17-1/2" WITH FITTING LEDGE, SELF-RIMMING STYLE.	"CHICAGO" 3600-E2805AB FAUCET, PUSH LEVER WITH AERATOR WITH 0.5 GPM FLOW RATE. WITH VANDAL RESISTANT ECONO-FLO SPRAY OUTLET. WITH IPS CONNECTIONS, ADA COMPLIANT.	ADA COMPLIANT. LAVATORY GRID DRAIN WITH 1-1/4" OFFSET TAILPIECE, INTEGRAL PERFORATED GRID NO. 7723.018, CHROME FINISH. MOUNT P-TRAP FLUSH TO WALL.	COUNTER MOUNTED	1-1/2"	2"	1-1/2"	3/4"	1/2"	3/4"	1/2"
	S-1	**SINK** COUNTER MOUNTED HOT AND COLD WATER TWO COMPARTMENT	"ELKAY" MODEL LRADQ33-19-60, 19" FRONT TO BACK, 33" WIDE x 6" DEPTH OVERALL. 18 GAUGE STAINLESS STEEL, TWO COMPARTMENT WITH LEDGE BACK, SELF-RIM. PROVIDE FAUCET HOLES ON 8" CENTERS. PROVIDE REAR DRAIN LOCATION FOR BOTH COMPARTMENTS.	"CHICAGO" ECAST MODEL 1100-E35-317ABCP (VVAVVP), WITH INDEXED WRIST BLADE HANDLES, 8" LONG SWIVEL SPOUT AND 1.5 GPM VANDAL RESISTANT LAMINAR FLOW AERATOR.	"ELKAY" MODEL LKAD35, OFFSET CRUMB CUP STRAINER WITH REMOVABLE BASKET AND P-TRAP FOR EACH C COMPARTMENT. INSTALL P-TRAP FLUSH TO WALL.	DISPOSER: "IN-SINK-ERATOR" EVOLUTION ESSENTIAL, CONTINUOUS FEED, 3/4 HP, CAPACITOR START. INSTALL DISPOSER IN RIGHT HAND COMPARTMENT. PROVIDE WALL SWITCH FOR OPERATION OF DISPOSER AND PROVIDE FULL 6 YEAR PARTS AND SERVICE WARRANTY FOR DISPOSER.	1-1/2"	2"	1-1/2"	3/4"	1/2"	3/4"	1/2"
	SS-1	**SERVICE SINK** FLOOR MOUNTED HOT AND COLD WATER JANITORS	"ACORN" TCR-28, TERRAZZO-WARE, 28"x28"x12" DEEP FLOOR MOUNTED, TERRAZZO, WITH STAINLESS STEEL CAP. UNIT SHALL INCLUDE MODEL KH36 HOSE WITH WALL HANGER, KMH MOP HANGER WITH 3 SPRING LOADED GRIPS ON A STAINLESS STEEL BRACKET.	"CHICAGO" MODEL 897-CP WALL MOUNTED POLISHED CHROME FAUCET WITH VACUUM BREAKER, ADJUSTABLE TOP BRACE AND 3/4" MALE THREADED HOSE OUTLET.		AS PART OF ROUGH-IN FOR FAUCET, PROVIDE SUITABLE BLOCKING FOR TOP BRACE. PROVIDE CAP WITH FLANGE ON SIDES ADJACENT TO WALLS.	2"	3"	3"	3/4"	3/4"	3/4"	3/4"
	SH-1	**SHOWER** FLUSH MOUNTED ACCESSIBLE	"BRADLEY" MODEL HN250-T24 (California) - HD/SX FLUSH MOUNTED INDIVIDUAL WALL SHOWER ADA COMPLIANT	COMPLETE WITH HOT AND COLD WATER PRESSURE BALANCED MIXING VALVES, 2.0 GPM FLOW CONTROL, EQUA-FLO HEAVY DUTY PRESSURE BALANCED MIXING VALVE, SEVERE SERVICE SHOWER HEAD AND RECESSED SOAP DISH.	INTEGRAL	MOUNT AT HEIGHT INDICATED ON ARCHITECTURAL DRAWINGS. SEE PLAN FOR ACCESSIBLE SEAT AND BAR LOCATION	-	-	-	3/4"	1/2"	3/4"	1/2"
	SH-2	**SHOWER** SURFACE MOUNTED STANDARD	"BRADLEY" MODEL WS-1WCA-HD/SX/SHV-RSD SURFACE MOUNTED INDIVIDUAL WALL SHOWER	COMPLETE WITH HOT AND COLD WATER PRESSURE BALANCED MIXING VALVES, 2.0 GPM FLOW CONTROL, EQUA-FLO HEAVY DUTY PRESSURE BALANCED MIXING VALVE, SEVERE SERVICE SHOWER HEAD, RECESSED SOAP DISH AND VERTICAL SHROUD.	INTEGRAL	MOUNT AT HEIGHT INDICATED ON ARCHITECTURAL DRAWINGS.	-	-	-	3/4"	1/2"	3/4"	1/2"

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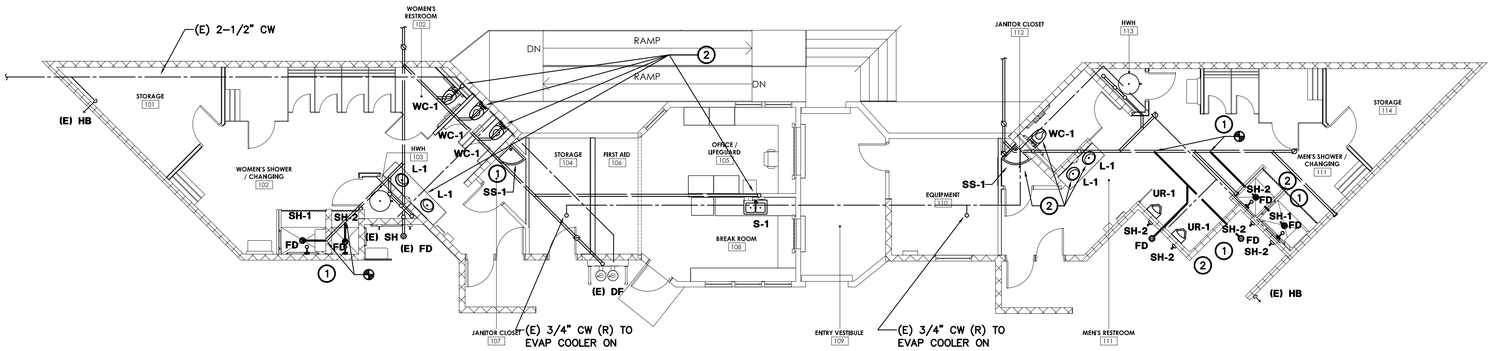
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PLUMBING FIXTURE SCHEDULE & DETAILS

SHEET NUMBER:
P0.2

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SHEET NOTES
1 SAW CUT FLOOR AS NEEDED FOR WASTE PIPING.
2 CONNECT (N) FIXTURES TO (E) DOMESTIC WATER AND WASTE/VENT PIPING AT WALL.



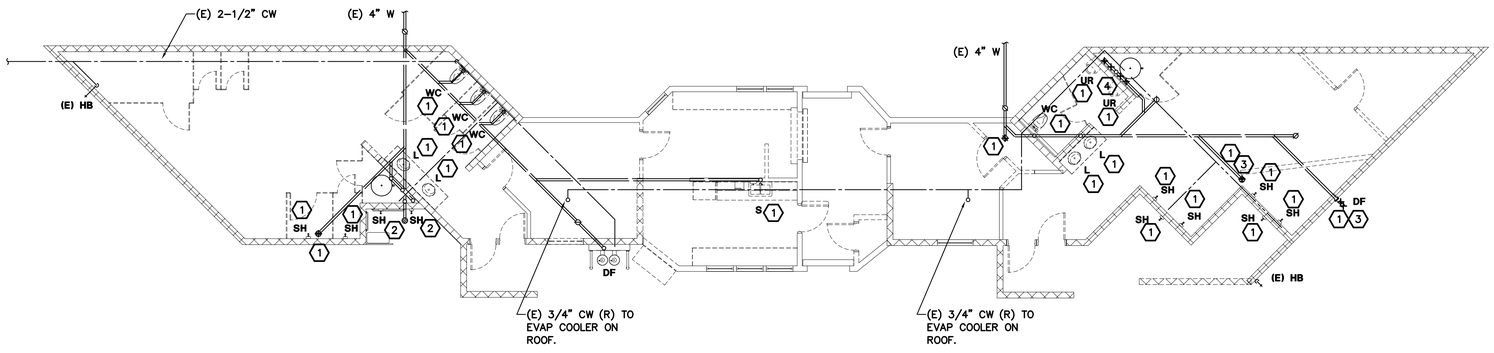
PLUMBING FLOOR PLAN

SCALE : 1/8" = 1'-0"

1 / P2.1

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SHEET NOTES
1 DEMO EXISTING PLUMBING FIXTURE.
2 EXISTING PLUMBING FIXTURE TO REMAIN.
3 CAP EXISTING WASTE AND WATER LINE.
4 CAP EXISTING WASTE AT WALL.



PLUMBING DEMO FLOOR PLAN

SCALE : 1/8" = 1'-0"

1 / P2.1

N

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PLUMBING FLOOR PLAN

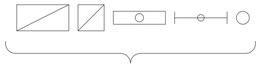
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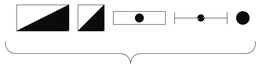
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LIGHTING LEGEND

COORDINATE THE EXACT MOUNTING AND LOCATION OF ALL LIGHTING, SUPPORTS AND ALL CONDUITS WITH OTHER TRADES PRIOR TO ROUGH-IN. SEE ARCH PLANS FOR EXACT GRID, FLUSH AND SURFACE MOUNTING LOCATIONS.



LIGHTING FIXTURES. SEE FIXTURE SCHEDULE FOR MODEL/PART NUMBERS AND ADDITIONAL DETAILS.



EMERGENCY LIGHTING FIXTURES. SEE FIXTURE SCHEDULE FOR MODEL/PART NUMBERS AND ADDITIONAL DETAILS.



LUMINAIRE(S) POLE MOUNTED WITH ARM. TYPE AS NOTED.



LUMINAIRE(S) POLE MOUNTED ON TOP. TYPE AS NOTED.



EMERGENCY BUG EYE FIXTURE.



LIGHTED EXIT SIGN. TOP MOUNTED ON CEILING OR STEM MOUNTED. SHADED SIDE INDICATES FACE. PROVIDE ARROWS TO MATCH ARCHITECTURAL OR LIFE SAFETY PLANS.



SUBSCRIPT ADJACENT TO LIGHTING FIXTURE INDICATES:
L# = FIXTURE DESIGNATION
1,2,3 etc. = BRANCH CIRCUIT NUMBERS
a,b,c etc. = SWITCH-LEG REFERENCE
NL = NIGHT/SECURITY LIGHTING FIXTURE

LIGHTING LEGEND

COORDINATE THE EXACT MOUNTING AND LOCATION OF ALL LIGHTING, SUPPORTS AND ALL CONDUITS WITH OTHER TRADES PRIOR TO ROUGH-IN. SEE ARCH PLANS FOR EXACT GRID, FLUSH AND SURFACE MOUNTING LOCATIONS.

TOGGLE SWITCH

DIMMER SWITCH

OCCUPANCY SENSOR SWITCH

DIMMER/OCCUPANCY SENSOR SWITCH

GRAPHICAL LOW VOLTAGE SWITCH.

OCCUPANCY SENSOR - CEILING MOUNTED.

PHOTOCELL - CEILING OR ROOF MOUNTED.

DAYLIGHT SENSOR - CEILING MOUNTED.

SUBSCRIPT ADJACENT TO SWITCH INDICATES:
K = KEYED SWITCH
a,b,c etc. = MULTIPLE SWITCHES/CONTROL LEGS IN A GANGED BOX WITH A COMMON COVER PLATE.

SITE SYMBOLS LEGEND

NEW CONDUIT AND/OR CONDUCTOR LINE. SEE BELOW FOR TYPICAL DESIGNATIONS

EXISTING TO BE DEMOLISHED CONDUIT AND/OR CONDUCTOR. SEE BELOW FOR TYPICAL DESIGNATIONS

EXISTING CONDUIT AND/OR CONDUCTOR LINE TO REMAIN. SEE BELOW FOR TYPICAL DESIGNATIONS

TYPICAL DESIGNATIONS TO BE USED IN CONJUNCTION WITH CONDUIT SYMBOLS

UP - UNDERGROUND PRIMARY
US - UNDERGROUND SECONDARY
UC - UNDERGROUND COMMUNICATIONS
USL - UNDERGROUND STREET LIGHTING
OHP - OVERHEAD PRIMARY
OHS - OVERHEAD SECONDARY
OHC - OVERHEAD COMMUNICATIONS

NEW HANDHOLE

EXISTING HANDHOLE

NEW MANHOLE

EXISTING MANHOLE

NEW TRANSFORMER

EXISTING TRANSFORMER

NEW MV SWITCH

EXISTING MV SWITCH

NEW OH POLE

EXISTING OH POLE

NEW OH TRANSFORMER

EXISTING OH TRANSFORMER

POWER LEGEND

COORDINATE THE EXACT MOUNTING AND LOCATION OF ALL WIRING DEVICES AND ALL CONDUITS WITH OTHER TRADES PRIOR TO ROUGH-IN. SEE ARCH PLANS FOR EXACT DEVICE LOCATIONS.



RECEPTACLE, NON-LOCKING TYPE, GROUNDING, 120V - 20A. MOUNTED AT +18 AFF UNO. SHADED REPRESENTS ABOVE COUNTER OR +42" AFF.



SPLIT YOLK HALF CONTROLLED RECEPTACLE NON-LOCKING TYPE 120V-20A. TO BE LOCATED WITHIN 6' OF AN UNCONTROLLED RECEPTACLE. CONNECT SWITCH LEG BETWEEN RELAY POWER PACK AND OCCUPANCY CONTROLS FOR AUTOMATIC SHUT OFF. CONTROLLED RECEPTACLES SHALL HAVE PERMANENT MARKING TO DIFFERENTIATE THEM FROM UNCONTROLLED RECEPTACLES. (CEC TITLE 24 SECTION 130.5(D)). PROVIDE FACEPLATE PER NEC 406.3(E).



CEILING MOUNTED DUPLEX OR QUAD RECEPTACLE, NON-LOCKING TYPE, GROUNDING.



POWER FLOOR BOX.



WALL OR FLOOR POWER CONNECTION TO MODULAR FURNITURE. VERIFY EXACT LOCATION WITH FURNITURE SUPPLIER.



JUNCTION BOX



WALL MOUNTED JUNCTION BOX

SPECIAL NEMA CONFIGURATION RECEPTACLE MOUNTED AT +18" AFF UNO. SEE FLOOR PLANS FOR CONFIGURATION.



CEILING MOUNTED SPECIAL NEMA CONFIGURATION RECEPTACLE. SEE FLOOR PLANS FOR CONFIGURATION.

EQUIPMENT SIZES SHOWN ON PLANS ARE NOT EXACT. CONTRACTOR IS RESPONSIBLE FOR ENSURING EQUIPMENT CLEARANCES ARE MET BASED ON ACTUAL SIZE.



TRANSFORMER



SWITCHBOARD OR MCC



PANEL BOARD (SURFACE)



PANEL BOARD (FLUSH)

LOW VOLTAGE PANEL



LIGHTING CONTROL PANEL

TELEPHONE BACKBOARD. 3/4" PLYWOOD, LENGTH AND WIDTH AS NOTED

COMMUNICATION LEGEND

COMBINATION VOICE/DATA OUTLET MOUNTED AT 18" UNO. PROVIDE 3/4" C.O. TERMINATE IN ACCESSIBLE CEILING WITH INSULATED BUSHING.

WALL MOUNTED VOICE OUTLET AT +18" UNO. PROVIDE 3/4" C.O. TERMINATE IN ACCESSIBLE CEILING WITH INSULATED BUSHING.

WALL MOUNTED DATA OUTLET AT +18" UNO. PROVIDE 3/4" C.O. TERMINATE IN ACCESSIBLE CEILING WITH INSULATED BUSHING.



CEILING MOUNTED DATA OR VOICE/DATA OUTLET.



FLOOR DATA OR VOICE/DATA OUTLET. VERIFY EXACT LOCATION WITH ARCHITECT.



WALL OR FLOOR VOICE/DATA CONNECTION TO MODULAR FURNITURE. VERIFY EXACT LOCATION WITH FURNITURE SUPPLIER.



SPEAKER - CEILING MOUNTED

COORDINATE THE EXACT MOUNTING OF ALL CABLE TRAY SUPPORTS AND ALL CONDUITS WITH OTHER TRADES PRIOR TO ROUGH-IN.



12" WIDE MONO-TRAY, 4" DEEP (NOMINAL), 6" RUNG SPACING. TYPICAL UNO



12" WIDE CABLE TRAY, 4" DEEP (NOMINAL) TYPICAL UNO

ELECTRICAL ABBREVIATIONS

A	AMPERES
ADA	AMERICANS WITH DISABILITIES ACT
A.F.F.	ABOVE FINISHED FLOOR
AIC	AMPS INTERRUPTING CURRENT
ALT.	ALTERNATE
ATS	AUTOMATIC TRANSFER SWITCH
BLDG	BUILDING
C	CONDUIT
CB	CIRCUIT BREAKER
CFCI	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED
CFL	COMPACT FLUORESCENT LAMP
CKT	CIRCUIT
C.O.	CONDUIT ONLY
CONC.	CONCRETE
CX	CONNECT TO EXISTING CIRCUIT
CU	COPPER
dBA	DECIBELS
DIST.	DISTRIBUTION
DWG.	DRAWING
EM	EMERGENCY SERVICE
ETC	ET CETERA
EG	EQUIPMENT GROUND
EPO	EMERGENCY POWER OFF BUTTON
EWC	ELECTRIC WATER COOLER
EX	EXISTING
FA	FIRE ALARM
FACP	FIRE ALARM CONTROL PANEL
FLA	FULL LOAD AMPS
GD	GARBAGE DISPOSAL
GFI	GROUND FAULT INTERRUPTER
GND	GROUND
HORIZ.	HORIZONTALLY MOUNTED
HP	HORSEPOWER
KCMIL	THOUSAND CUBIC MILLIMITERS
KVA	KILOVOLT-AMPERES
KW	KILOWATTS
JB	JUNCTION BOX
LTG	LIGHTING
MCA	MINIMUM CIRCUIT AMPS
MCC	MOTOR CONTROL CENTER
MEP	MECHANICAL, ELECTRICAL, PLUMBING
MIC	MICROWAVE
MIN	MINIMUM
MOP	MAXIMUM OVERCURRENT PROTECTION
MTD	MOUNTED
MTG. HT.	MOUNTING HEIGHT
NIC	NOT IN CONTRACT
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NL	NIGHT LIGHT
NTS	NOT TO SCALE
OC	ON CENTER
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
P	POLE
PB	PULL BOX
PH	PHASE
PIV	POST INDICATOR VALVE
PNL	PANEL
POC	POINT OF CONNECTION
PVC	POLYVINYL CHLORIDE
RCP	REFLECTED CEILING PLAN
RECEPT	RECEPTACLE
REF	REFRIGERATOR
REQ'D	REQUIRED
RGS	RIGID GALVANIZED STEEL
SEC	SECURITY
SHT	SHEET
S.N.	SOLID NEUTRAL
SPD	SURGE PROTECTION DEVICE
SS	STAINLESS STEEL
SWGR	SWITCHGEAR
TC	TERMINAL CABINET
TEL	TELEPHONE
T.I.	TENANT IMPROVEMENT
T.R.	TAMPER RESISTANT
TV	TELEVISION
TYP	TYPICAL
U.C.	UNDER COUNTER
UL	UNDERWRITERS LABORATORY
U.N.O.	UNLESS NOTED OTHERWISE
V	VOLTS
WH	WATER HEATER
W	WATTS
WP	WEATHERPROOF
XFMR	TRANSFORMER
X	EXISTING TO REMAIN
XD	EXISTING TO BE DEMOLISHED
XR	EXISTING TO BE RELOCATED
XL	NEW LOCATION OF EXISTING ITEM

GENERAL NOTES

1. ALL GROUNDING PER NEC.
2. ELECTRICAL CONTRACTOR TO VERIFY EXACT LOCATION OF RECEPTACLES IN TEL/COM ROOMS PRIOR TO ROUGH-IN.
3. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH ALL OTHER DOCUMENTATION. COORDINATE WITH ALL OTHER TRADES FOR EQUIPMENT LOCATIONS.
4. COORDINATE WITH ARCHITECTURAL DRAWINGS FOR EXACT LOCATION AND MOUNTING HEIGHT OF ALL RECEPTACLES AND DEVICES.
5. COORDINATE WITH EQUIPMENT MANUFACTURER FOR LOCATIONS AND CONNECTIONS.
6. VERIFY ALL MECHANICAL EQUIPMENT LOCATIONS WITH MECHANICAL AND ARCHITECTURAL DRAWINGS PRIOR TO ROUGH-IN.
7. EACH BRANCH CIRCUIT THAT SUPPLIES NON-LINEAR LOADS INCLUDING COMPUTERS, COMMUNICATION RACKS, ETC. MUST HAVE A DEDICATED NEUTRAL.
8. MULTI-WIRE BRANCH CIRCUITS FOR GENERAL LOADS CAN INCLUDE UP TO THREE PHASE CONDUCTORS WITH A SHARED NEUTRAL IN A RACEWAY IF A MULTI-POLE BREAKER IS PROVIDED TO SIMULTANEOUS DISCONNECT ALL SINGLE POLE CIRCUIT BREAKERS THAT SUPPLY INDIVIDUAL PHASE CONDUCTORS OF THE MULTI-WIRE CIRCUIT.

GENERAL SYMBOLS LEGEND



SHEET NOTE REFERENCE



DETAIL NUMBER DESIGNATION

SHEET ON WHICH DETAIL IS LOCATED

CONDUIT STUBOUT

CONDUIT RISING UP

CONDUIT CONCEALED IN WALLS OR CEILING.

CONDUIT DROP DOWN

CONDUIT CONCEALED IN FLOOR, UNDERFLOOR, OR BELOW GRADE

CONDUIT RUN EXPOSED



FLEXIBLE CONDUIT



HOMERUN TO PANEL AND CIRCUITS INDICATED. NUMBER ADJACENT TO CIRCUIT DENOTES WIRE SIZE OTHER THAN # 12 FOR ALL CONDUCTORS UNO.

SINGLE LINE LEGEND

GROUND

CIRCUIT BREAKER



TRANSFORMER DELTA PRIMARY, WYE SECONDARY WITH kVA RATING



SURGE PROTECTION DEVICE



GROUND FAULT PROTECTION



ENCLOSED CIRCUIT BREAKER



TIME CLOCK



KILOWATT-HOUR METER

EXTERNALLY MOUNTED METER



FUSED SWITCH

NON-FUSIBLE DISCONNECT SWITCH (RATINGS AS NOTED)



FUSIBLE DISCONNECT SWITCH (RATINGS AS NOTED)

MOTOR STARTER (NEMA SIZE AS NOTED)



COMBINATION FUSIBLE DISCONNECT SWITCH AND MOTOR STARTER, (NEMA SIZE AS NOTED), 3P, 600 VAC MAXIMUM RATING.



TOGGLE TYPE FRACTIONAL HP MANUAL MOTOR STARTER WITH THERMAL OVERLOADS (DELETED IF FOR DISCONNECT USE ONLY) AND HANDLE GUARD/LOCK-OFF, 2 POLES (VERIFY WITH BRANCH CIRCUIT).

EPO - EMERGENCY POWER OFF BUTTON



MOTOR

AUTOMATIC TRANSFER SWITCH

PANEL BOARD

CIRCUIT BREAKER CALLOUT
175 - TRIP SIZE
3 - POLE
FUSE CALLOUT
150 - FUSE SIZE
3 - POLE

005-115

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PROJECT:
CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number: 200702
Approved By: AN
Checked By: AN
Drawn By: SP

Sheet Title:
LEGEND NOTES AND ABBREVIATIONS

SHEET NUMBER:
E001

Not for Construction
For Council Approval

ELECTRICAL SPECIFICATIONS

SOME SPECIFICATIONS MAY NOT BE USED FOR THIS PROJECT.

1.0 INTENT

1.1 FURNISH AND INSTALL A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM IN ACCORDANCE WITH PLANS AND SPECIFICATIONS.

1.2 ALL DRAWINGS ARE DIAGRAMMATIC IN NATURE AND THE REQUIRED INSTALLATION IS NOT LIMITED TO WHAT IS SHOWN. ALL APPURTENANCES NECESSARY TO PROVIDE A COMPLETE AND OPERATIONAL SYSTEM MUST BE INCLUDED IN THE CONTRACTORS BID AND WORK.

2.0 GENERAL

2.1 THE CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS WHICH MAY AFFECT HIS BID OR WORK. NO ALLOWANCES WILL BE MADE FOR EXISTING CONDITIONS OR THE CONTRACTORS FAILURE TO ACCOMMODATE EXISTING CONDITIONS ON HIS BID.

2.2 IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN CLARIFICATION OF ANY APPARENT CONFLICT OR INCONSISTENCY IN THE DRAWINGS, SPECIFICATION, OR DESIGN, PRIOR TO HIS BID AND IN WRITING WITH THE ENGINEER. OTHERWISE THE CONTRACTOR ACCEPTS RESPONSIBILITY TO CORRECT (AT HIS COST) ANY SUCH ITEMS TO MEET THE INTENT AS INTERPRETED BY THE ENGINEER.

2.3 ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE MOST RECENT EDITIONS OF THE NFPA, NATIONAL ELECTRIC CODE, IBC, APPLICABLE CITY AND STATE CODES AND ORDINANCES, THE AMERICANS WITH DISABILITIES ACT, E.P.A. REGULATIONS (INCLUDING EPACT 1992), AND UTILITY COMPANY REQUIREMENTS. THE FOREGOING CODES AND REGULATIONS ARE REQUIREMENTS AND ARE INCORPORATED IN THIS SPECIFICATION FOR THIS WORK BY REFERENCE.

2.4 THE CONTRACTOR SHALL COORDINATE AND PROVIDE INFORMATION AS REQUIRED TO ALL SERVING UTILITIES IN A TIMELY MANNER AS NECESSARY TO PROVIDE THE SERVICE REQUIRED AND MEET UTILITY REQUIREMENTS. IMMEDIATE COORDINATION WILL BE REQUIRED FOR MOST PROJECTS. FIELD COORDINATE ALL REQUIREMENTS WITH UTILITY Co. PRIOR TO TRENCHING.

2.5 REFER TO ARCHITECTURAL, MECHANICAL, CIVIL, STRUCTURAL, AND/OR EQUIPMENT SUPPLIERS DRAWINGS AND SPECIFICATIONS FOR EXACT EQUIPMENT LOCATIONS, LOADS AND ADDITIONAL REQUIREMENTS. REPRESENTATIONS OF THE WORK SPECIFIC TO THE OTHER DISCIPLINES IS SHOWN ON THE ELECTRICAL DRAWINGS FOR REFERENCE ONLY.

2.6 THE CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL EQUIPMENT HE SUPPLIES. ALL EQUIPMENT SHALL BE INSTALLED STRICTLY PER MANUFACTURERS RECOMMENDATIONS. OTHERWISE THE CONTRACTOR ASSUMES RESPONSIBILITY (AT HIS COST) TO CORRECT AND REMEDY ANY INSTALLATION NOT IN COMPLIANCE WITH THE MANUFACTURES RECOMMENDATIONS AND INTENTIONS AS INTERPRETED BY THE ENGINEER.

2.7 ANY VARIANCE OR EXCEPTIONS TO THE DRAWINGS AND SPECIFICATIONS MUST BE REQUESTED AND APPROVED IN WRITING. INTERIM VERBAL APPROVALS WILL ONLY BE PROVIDED WHEN THE ENGINEER DETERMINES THIS TO BE JUSTIFIED AND MUST BE CONFIRMED IN WRITING TO BE FINAL.

2.8 THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS, VARIANCES, AND APPROVALS, ETC. (AT HIS COST) WHICH MAY BE REQUIRED FOR COMPLETION OF THIS WORK.

2.9 PRIOR TO ROUGH-IN, THE ELECTRICAL CONTRACTOR SHALL COORDINATE THE EXACT LOCATION OF ALL LIGHT FIXTURES AND WIRING DEVICES WITH ARCITECT/OWNER: TO INCLUDE MOUNTING HEIGHT AND LOCATIONS. ALL CONFLICTS SHALL BE REPORTED TO THE ENGINEER/ARCHITECT.

2.10 THE ELECTRICAL CONTRACTOR SHALL PROVIDE EQUIPMENT AND SUPPORT FOR PROGRESS AND FINAL INSPECTIONS. THIS INCLUDES COMPLETE ACCESS TO ALL EQUIPMENT. ADDITIONALLY A COMPLETE SET OF SPARE FUSES FOR ALL FUSES USED AND A 5% SUPPLY OF ALL LIGHT BULBS PROVIDED IN FIXTURES (TO A MAXIMUM OF 15 FOR EACH STYLE) SHALL BE PROVIDED TO THE OWNER AT FINAL INSPECTION.

2.11 RECONSTRUCTION (TO INCLUDE TENANT IMPROVEMENTS)

ALL RECONSTRUCTION OF EXISTING FACILITIES AND EQUIPMENT SHALL REQUIRE COMPLETE RENOVATION (MAKE GOOD AS NEW) FOR ALL EXISTING EQUIPMENT UPON WHICH WORK IS PERFORMED OR EQUIPMENT WHICH IS AFFECTED BY THE WORK PERFORMED. THIS WILL INCLUDE THESE FOLLOWING REQUIREMENTS:

2.11.1 VERIFICATION OF EXISTING S.E.S. COMPLIANCE WITH NEC "GROUNDING" ARTICLES.

2.11.2 VERIFICATION OF CABLE SIZE AND AMPACITY OF EXISTING FEEDERS AND BRANCH CIRCUITS WITH NEC TABLES.

2.11.3 EXISTING LIGHT FIXTURES TO BE REUSED MUST BE CLEANED, RE-LAMPED, AND RESTORED TO "LIKE NEW" CONDITION.

2.11.4 EXISTING PANEL BOARDS, SWITCH BOARDS, AND TRANSFORMERS WHICH ARE INCLUDED IN THE PROJECT WORK SHALL HAVE PREVENTATIVE MAINTENANCE PERFORMED TO INCLUDE RE-TORQUING OF ALL LUGS, CLEANING AND INSPECTION.

2.11.5 VERIFY PROPER WORKING CONDITION OF ALL EXISTING EMERGENCY FIXTURES AND EXIT SIGNS. REPAIR OR REPLACE AS REQUIRED.

IN THE EVENT THAT INSPECTION REVEALS DISCREPANCIES AND/OR NONCOMPLIANCE THE OWNER AND THE ENGINEER SHALL BE NOTIFIED IN WRITING, AND EQUIPMENT BROUGHT INTO COMPLIANCE.

3.0 MATERIALS AND METHODS

3.1 THE USE OF EMT IS ACCEPTABLE IN ACCORDANCE WITH NEC ARTICLE "ELECTRICAL METALLIC TUBING". EMT SHALL NOT BE USED WHERE IT IS SUBJECT TO SEVERE PHYSICAL DAMAGE. EMT FITTINGS SHALL BE COMPRESSION TYPE. MINIMUM TRADE CONDUIT SIZE IS 1/2" AND 3/4" FOR HOME RUNS.

3.2 CONDUCTORS SHALL BE 600V COPPER (98 % CONDUCTIVITY). MINIMUM LINE VOLTAGE WIRE SIZE IS #12 A.W.G. #6 AND SMALLER SHALL HAVE THHN/THHW INSULATION. #4 AND LARGER SHALL HAVE XHHW/XHHW-2 INSULATION. ALL CONDUCTORS SHALL HAVE 90° RATED INSULATION. ALL 120V, 20A BRANCH CIRCUIT CONDUCTORS (#12) OVER 100' IN LENGTH TO BE #10'S MINIMUM. ALL 277V, 20A BRANCH CIRCUIT CONDUCTORS (#12) OVER 200' IN LENGTH TO BE #10'S MINIMUM.

3.3 WHEN SEPARATE BRANCH CIRCUIT NEUTRAL CONDUCTORS ARE USED WITH EACH PHASE CONDUCTOR OR SYSTEMS FURNITURE IS INDICATED, THE MINIMUM NEUTRAL CONDUCTOR SIZE SHALL BE #10 A.W.G. STRANDED COPPER.

3.4 ALL WIRING DEVICES SHALL BE SPECIFICATION GRADE. (MINIMUM 20 AMPS RATED FOR RECEPTACLES AND SWITCHES). HUBBELL, PASS & SEYMOUR, BRYANT, OR LEVITON ARE ACCEPTABLE. ALL SPECIAL RECEPTACLES AND GROUND FAULT PROTECTION DEVICES MUST BE PERMANENTLY MARKED WITH ENGRAVED COVER PLATES. INDICATE USE AND CIRCUIT NUMBER.

3.5 COVER PLATES AND DEVICES SHALL BE PHENOLIC PLASTIC (WHITE OR COLOR SELECTED BY ARCHITECT) IN OFFICE/COMMERCIAL/OR LIVING AREAS, AND GALVANIZED STEEL IN WAREHOUSE/INDUSTRIAL/MANUFACTURING AREAS OR AREAS SUBJECT TO PHYSICAL ABUSE.

3.6 ALL CONDUCTORS TO BE CONCEALED EXCEPT TO SURFACE MOUNTED PANELS AND AT THE CEILING OF EXPOSED STRUCTURE AREAS. CONDUITS WILL BE RUN PARALLEL OR PERPENDICULAR TO BUILDING LINES.

3.7 FLEXIBLE METAL CONDUIT (SEAL TITE FOR EXTERIOR APPLICATIONS) SHALL BE USED FOR CONNECTIONS TO EQUIPMENT SUBJECT TO VIBRATION (E.G. MOTORS) WITH A MAXIMUM DISTANCE OF 6 ft.

3.8 THE USE OF MC CABLE IS ACCEPTABLE (UPON OWNER NOTIFICATION AND APPROVAL) AND MAY BE USED IN ACCORDANCE WITH NEC ARTICLE "METAL-CLAD CABLE: TYPE MC", BUT LIMITED TO USE FOR CONCEALED BRANCH CIRCUITS ONLY. ADDITIONALLY MC CABLE MAY NOT BE USED FOR HOME RUNS, OUTDOORS, AND MEDICAL/DENTAL ENVIRONMENTS.

3.9 NON-METALLIC CONDUIT (MIN. SCHEDULE 40) MAY BE USED ONLY IN OR UNDER SLABS & IN CONCRETE OR MASONRY WALLS. MIN. 24" COVER REQUIRED FOR UNDERGROUND USE.

3.10 FUSES SHALL BE BUSSMAN, LITTLEFUSE, OR GOULD SHAWMUT.

3.11 CONDUCTORS WILL BE SOLID AND/OR STRANDED WITH INSULATION CONTINUOUSLY COLOR COATED UP TO AND INCLUDING SIZE #6 A.W.G. GROUNDING/BONDING CONDUCTORS SHALL BE U.L. LABELED ROPE STRAND.

3.12 CONNECTIONS OR SPLICES SHALL BE EXOTHERMIC WELD (CAD WELD OR THOMAS AND BETTS FUSEWELD) FOR GROUNDING/BONDING CONDUCTORS.

3.13 NEW CONDUCTORS SHALL BE CONTINUOUS. HYDRAULIC CRIMP SPLICES OR CONNECTIONS ARE EXCEPTIONS AND REQUIRE SPECIFIC APPROVAL IN WRITING BY ENGINEER.

3.14 ALL CONDUIT SUPPORT SYSTEMS SHALL BE INSTALLED ON THE BUILDING STRUCTURE. UNISTRUT, BEELINE, SUPERSTRUT STEEL CITY SPRING STEEL FASTENERS OR CADDY MOUNTING SYSTEMS ARE ACCEPTABLE. NO CONDUIT WILL BE SUPPORTED BY THE CEILING WIRES, TIE WIRE OR GRID SYSTEM. PERFORATED STRAPS OR OTHER PIPING AND CONDUIT STRAPS ARE NOT ACCEPTABLE SUPPORTS.

3.15 ACCEPTABLE MANUFACTURES FOR SWITCH GEAR, DISTRIBUTION GEAR AND RELATED COMPONENTS ARE: SQUARE D, ACME TRANSFORMERS, GENERAL ELECTRIC, SIEMENS, AND CUTLER-HAMMER.

3.16 CONDUCTORS SHALL BE COLOR CODED FOR BRANCH CIRCUITS AND PHASE LEGS OF FEEDERS TO PANEL BOARDS, SWITCHBOARDS, ETC. IN ACCORDANCE WITH NEC AND LOCAL MUNICIPAL REQUIREMENTS. SPECIFIC REQUIREMENTS INCLUDE THE FOLLOWING:

- 120-V, 2-WIRE CIRCUIT: GROUNDED NEUTRAL-WHITE; UNGROUNDED LEG-BLACK.
- 208Y/120-V, 3-PHASE, 4-WIRE: GROUNDED NEUTRAL-WHITE; PHASE A-BLACK; PHASE B-RED; PHASE C-BLUE.
- 240/120-V, 3 WIRE, SINGLE PHASE CIRCUIT: GROUNDED NEUTRAL-WHITE; PHASE A-BLACK; PHASE B-RED.
- 240-V, DELTA, 3-PHASE, 3-WIRE: PHASE A-BLACK; PHASE B-RED; PHASE C-BLUE.
- 240/120-V, 3-PHASE, 4-WIRE, HIGH-LEG DELTA: GROUNDED NEUTRAL-WHITE; HIGH LEG (208-V TO NEUTRAL)-ORANGE; PHASE A-BLACK; PHASE C-BLUE.
- 480Y/277-V, 3-PHASE, 4-WIRE: GROUNDED NEUTRAL-GRAY; PHASE A-BROWN; PHASE B-ORANGE; PHASE C-YELLOW.
- 480-V, DELTA, 3-PHASE, 3-WIRE: PHASE A-BROWN; PHASE B-ORANGE; PHASE C-YELLOW.
- EQUIPMENT GROUNDING CONDUCTORS-GREEN;ISOLATED GROUNDS-GREEN WITH A YELLOW STRIPE.

3.17 ALL INSTALLATIONS WITHIN PLENUM RATED CEILING SPACE SHALL BE IN ACCORDANCE WITH NEC ARTICLE "WIRING METHODS" WITH REGARDS TO SMOKE DEVELOPMENT AND FLAME SPREAD.

3.18 ALL UNDERGROUND CABLE, PIPE AND CONDUITS SHALL BE DETECTABLE (METALLIC) OR HAVE A DETECTABLE UNDERGROUND LOCATION DEVICE INSTALLED WITH IT. THE RECOMMENDED DETECTABLE UNDERGROUND LOCATION DEVICE IS A #18 OR LARGER COPPER TRACER WIRE SECURELY ATTACHED TO THE TOP OF ANY NON-METALLIC CABLE, PIPE OR CONDUIT AT 8'-0" 0/C AND SHALL HAVE A MINIMUM OF 12" OF TRACER WIRE ACCESSIBLE AT ALL ABOVE GRADE TERMINATIONS.

3.19 ALL HORIZONTAL UNDERGROUND CONDUIT RUNS (INCLUDING UNDER CONCRETE SLABS) SHALL BE A MINIMUM OF 24" BELOW GRADE.

3.20 ALL MATERIAL & DEVICES USED EXTERIOR OF THE BUILDING SHALL BE LISTED U.L. FOR WATERPROOF APPLICATIONS.

4.0 SUBMITTALS

4.1 SUBMIT SAMPLES AND 6 SETS OF SHOP DRAWINGS AND SAMPLES FOR ALL EQUIPMENT PRIOR TO ORDERING IN A TIMELY MANNER, SUBMITTALS SHALL INCLUDE LIGHT FIXTURES (INCLUDING LIGHT POLES), SWITCHBOARDS, PANELBOARDS, BREAKERS, STARTERS, HVAC ELECTRICAL EQUIPMENT AND TRANSFORMERS.

4.1.1 SHOP DRAWINGS SHALL INCLUDE LAYOUT DIMENSIONS AND IDENTIFICATION OF SPECIFIC EQUIPMENT FOR INSTALLATION, MINIMUM NEC CLEARANCES SHALL BE INDICATED.

4.1.2 THE CONTRACTOR SHALL INCLUDE COMPARISON DATA AND SAMPLES FOR BOTH THE SUBSTITUTE AND SPECIFIED ITEMS WHEN SUBSTITUTIONS ARE PROPOSED. THE CONTRACTOR REMAINS RESPONSIBLE TO PROVIDE THE ORIGINALLY SPECIFIED INSTALLATION IN ACCORDANCE WITH THE ORIGINAL DELIVERY DATE (AT HIS COST) WHEN SUBSTITUTIONS ARE NOT APPROVED.

4.2 THE CONTRACTOR SHALL SUBMIT COMPLETE AND ACCURATE "AS BUILT" DRAWING TO THE OWNER AND ENGINEER WITHIN 2 WEEKS OF OWNER ACCEPTANCE. PROVIDE 4 SETS OF BLUELINES OR REPRODUCIBLES. FAILURE TO COMPLY WILL RESULT IN WITHHOLDING OF PAYMENTS DUE, AND ASSESSMENT OF CHARGES (AGAINST THE CONTRACTOR) FOR AS-BUILT DEVELOPMENT BY THE ENGINEER AT THE CURRENT HOURLY RATE.

4.3 PROVIDE A LETTER TO THE OWNER AND ENGINEER CERTIFYING ALL EQUIPMENT AND TERMINATION'S ARE PROPERLY TORQUED. THIS CERTIFICATION SHALL BE EXECUTED BY A LICENSED CONTRACTOR, AND WRITTEN CERTIFICATION PROVIDED ON COMPANY LETTERHEAD.

4.4 PROVIDE 2 COPIES OF ALL MANUFACTURER/SUPPLIER WARRANTIES AND GUARANTEES TO THE OWNER WITHIN 2 WEEKS OF FINAL ACCEPTANCE BY THE OWNER.

5.0 WARRANTY

5.1 THE CONTRACTOR SHALL GUARANTEE ALL MATERIAL AND/OR WORKMANSHIP FURNISHED BY HIM UNDER THIS CONTRACT FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE OWNER, UNLESS LONGER WARRANTY PERIOD HAS BEEN REQUIRED BY BIDDING INSTRUCTIONS OR HAS BEEN INDICATED FOR SPECIFIC EQUI[PMENT OR SYSTEMS. ANY DEFECTS DEVELOPING DURING THE WARRANTY PERIOD TRACEABLE TO MATERIALS OR WORKMANSHIP SHALL BE CORRECTED AT THE CONTRACTORS EXPENSE.

5.2 THE OWNER RETAINS THE RIGHT TO REQUIRE REMOVAL AND INSTALLATION (AT ANY TIME) OF ANY MATERIAL OR EQUIPMENT NOT IN COMPLIANCE WITH THE PROVISIONS AND STANDARDS OF THESE DRAWINGS AND SPECIFICATIONS. NO CLAIM FOR ADDITIONAL COMPENSATION WILL BE ALLOWED FOR WORK PERFORMED IN THIS REGARD.

5.3 THE CONTRACTOR AGREES TO TRANSFER ALL MANUFACTURER'S/SUPPLIER'S WARRANTIES AND GUARANTEES TO THE OWNER. THIS INCLUDES COMPLETION OF ALL DOCUMENTATION FOR THE MANUFACTURER/SUPPLIER.

6.0 DISTRIBUTION

6.1 PANELBOARDS (EXISTING): ADD CIRCUIT BREAKERS (FULL SIZED BREAKERS) AS REQUIRED FOR CIRCUITING. MATCH PRECISELY BRAND AND PROVIDE A.I.C. RATING AS INDICATED ON DRAWINGS. TANDEM AND PIGGY-BACK BREAKERS ARE NOT PERMITTED. ALL LUGS OR CONNECTORS TO BE 60°C RATED FOR PANEL LESS THAN OR EQUAL TO 100 AMPS AND 75°C FOR PANELS GREATER THAN 100 AMPS MINIMUM.

6.2 PANELBOARDS (NEW): SHALL BE RATED AS SHOWN ON DRAWINGS WITH PLATED COPPER BUSSING. PROVIDE NEMA ENCLOSURES AS REQUIRED TO SUITE THE ENVIRONMENT. BACK BOXES ENLARGED FOR DOUBLE NEUTRALS AND LUGS CAPABLE OF OVERSIZING ISOLATED GROUND AND NORMAL GROUND BUS. ALL LUGS OR CONNECTORS TO BE60°C RATED FOR PANEL LESS THAN OR EQUAL TO 100 AMPS AND 75°C FOR PANELS GREATER THAN 100 AMPS MINIMUM. PANELBOARD CABINET SHALL BE EQUIPPED WITH PIANO HINGES WITH DOOR IN DOOR CONSTRUCTION.

6.3 CIRCUIT BREAKERS SHALL BE SWITCH RATED AND AMBIENT COMPENSATED FOR ALL CIRCUITS. PROVIDE SWITCHED NEUTRALS ON ALL CIRCUIT BREAKERS FEEDING CLASS 1 AND CLASS 2 AREAS WITH NEUTRALS. GFCI ON CIRCUITS WITH NEUTRALS TO DEVICES ABOVE CLASSIFIED AREAS. ALL LIGHTING PANELS/CIRCUIT BREAKERS SHALL BE RATED FOR CONTINUOUS DUTY. HACR RATED BREAKERS SHALL BE INSTALLED FOR ALL HVAC CIRCUITS CONTAINING MULTIPLE MOTOR LOADS.

6.4 ALL EQUIPMENT (PANELS, DISCONNECT SWITCHES, STARTERS, ETC.) SHALL BE MARKED WITH BLACK OR RED ENGRAVERS STOCK TAGS EMBOSSED WITH 1/4" HIGH LETTERS DESCRIBING EACH ITEM. CONDUCTORS WILL BE MARKED AT ALL TERMINATION AND JUNCTION POINTS (PANELS, JUNCTION BOXES, SPLICES, ETC.) WITH LABELS BEARING THE PANEL AND CIRCUIT NUMBER WHICH FEEDS EACH CONDUCTOR (PER NEC 210.4, 300.3).

6.5 ALL PANELBOARDS WILL HAVE TYPED DIRECTORY CARDS IDENTIFYING ALL CIRCUITS AND SPACES.

6.6 TRANSFORMERS 15 KVA AND ABOVE SHALL BE 150°C TEMPERATURE RISE ABOVE 40°C AMBIENT. ALL INSULATING MATERIALS TO BE IN ACCORDANCE WITH NEMA ST20-1972 STANDARDS FOR A 220°C UL COMPONENT RECOGNIZED INSULATION SYSTEM. SINGLE PHASE TRANSFORMERS 15 KVA THROUGH 167 KVA, AND THREE PHASE TRANSFORMERS THROUGH 45 KVA SHALL BE DESIGNED SO THEY CAN BE EITHER FLOOR OR WALL MOUNTED. THE TRANSFORMER SHALL BE LISTED BY UNDERWRITERS LABORATORY FOR SPECIFIED TEMPERATURE RISE. TRANSFORMERS 75 KVA AND ABOVE SHALL BE DESIGNED FOR FLOOR INSTALLATION ONLY UNLESS NOTED OTHERWISE.

6.7 LABEL ALL PANELS/TRANSFORMERS/DISCONNECTS WITH "WARNING" - ELECTRICAL EQUIPMENT - DANGER - QUALIFIED PERSONNEL ONLY TO OPERATE ON OPEN EQUIPMENT.

6.8 DISCONNECT SWITCHES WILL BE COMMERCIAL-DUTY, QUICK-MAKE, QUICK-BREAK, HORSEPOWER RATED, NEMA 1 INDOOR, NEMA 3R GASKETED, (4X) NEMA 12, OR NEMA 7 AS APPLICABLE WITH FUSES PER DRAWING.

6.9 MANUAL MOTOR STARTERS WITH THERMAL OVERLOADS WILL BE PROVIDED FOR FRACTIONAL HORSEPOWER MOTORS 1/2 HP OR GREATER. SQUARE 'D' CLASS 2510, 2511, 2512. AMBIENT COMPENSATED AS REQUIRED.

6.10 MAGNETIC MOTOR STARTERS WITH THERMAL OVERLOADS, (2) AUXILIARY CONTACT SWITCHES, INTERNAL LINE VOLTAGE TO 24 VOLT TRANSFORMER (250VA. MIN) WITH PROPER PRIMARY/SECONDARY PROTECTION, AMBIENT COMPENSATED, RED RUNNING LIGHT, HAND-OFF-AUTO, ACROSS THE LINE STARTERS TO 25HP. WILL BE PROVIDED WITH EACH MOTOR AS SHOWN ON THE DRAWING (ONE HORSEPOWER TO 25 H.P.).

6.11 CONTROL PANELS SHALL HAVE A WITHSTAND RATING OF 10,000 AMPS FOR .5 SEC. UNLESS INDICATED OTHERWISE ON THE DRAWINGS.

7.0 LIGHT FIXTURES

7.1 8.1 FURNISH AND INSTALL ALL LIGHTING FIXTURES COMPLETE WITH LAMPS, WHIPS AND ACCESSORIES. ALL RECESSED FIXTURES WILL BE RATED FOR USE IN ANY CEILING APPLICATIONS AND BE THERMALLY PROTECTED.

7.2 MOUNTING TYPE AND VOLTAGE OF FIXTURES IS THE RESPONSIBILITY OF THE CONTRACTOR. (4) EARTHQUAKE CLIPS WILL BE INSTALLED ON EACH FIXTURE MOUNTED IN GRID OR FLANGE TYPE CEILINGS. FLUORESCENT FIXTURE LENSES WILL BE 100% ACRYLIC, .125" THICK MINIMUM.

7.3 ALL FIXTURES TO BE INSTALLED IN SYMMETRICAL MANNER FREE FROM LIGHT LEAKS AND DIRTY LENSES OR REFLECTORS.

7.4 ALL LAY-IN FIXTURES IN ACOUSTICAL CEILING SYSTEMS WILL BE INSTALLED PER IBC STANDARD. VERIFY WITH LOCAL BUILDING AUTHORITY.

8.4.1 SUPPORT FIXTURES PER IBC WITH TWO LOOSE SIZE #9 WIRES TO STRUCTURES ON OPPOSITE CORNERS AND 2 TAUGHT SIZE #9 WIRE TO STRUCTURE AT CORNERS AND/OR FIXTURE SHALL BE FASTENED BY SCREWS INTO T-BAR RUNNERS IN ACCORDANCE WITH LOCAL AUTHORITY HAVING JURISDICTION.

7.5 LAMPS SHALL CONFORM TO THE FOLLOWING:

A. 80 CRI (COLOR RENDERING INDEX) MINIMUM.

B. LED

B.A. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.

B.B. NRTL COMPLIANCE: LUMINAIRES FOR HAZARDOUS LOCATIONS SHALL BE LISTED AND LABELED FOR INDICATED CLASS AND DIVISION OF HAZARD BY AN NRTL.

B.C. FM GLOBAL COMPLIANCE: LUMINAIRES FOR HAZARDOUS LOCATIONS SHALL BE LISTED AND LABELED FOR INDICATED CLASS AND DIVISION OF HAZARD BY FM GLOBAL.

B.D. RECESSED FIXTURES: COMPLY WITH NEMA LE 4.

B.E. CRI OF 80. CCT OF 3500K UON.

B.F. RATED LAMP LIFE OF 50,000 HOURS.

B.G. LAMPS DIMMABLE FROM 100 PERCENT TO 0 PERCENT OF MAXIMUM LIGHT OUTPUT.

B.H. INTERNAL DRIVER.

B.I. NOMINAL OPERATING VOLTAGE AS INDICATED IN FIXTURE SCHEDULE

7.6 DIMMERS AND SWITCHES

8.7.1 ALL DEVICES SHALL BE UL LISTED SPECIFICALLY FOR THE REQUIRED LOADS (I.E., INCANDESCENT, FLUORESCENT, LOW VOLTAGE, ELECTRONIC LOW VOLTAGE).

8.7.2 DIMMERS AND SWITCHES SHALL MEET OR EXCEED ANSI/IEEE STD.C62.41-1980

8.7.3 DIMMERS AND SWITCHES SHALL MEET UL 20 AND UL 1472.

8.7.4 DIMMER CONTROL SHALL BE LINEAR SLIDE. DIMMER SHALL PROVIDE A SMOOTH AND CONTINUOUS SQUARE LAW DIMMING CURVE.

8.7.5 DIMMERS SHALL UTILIZE AN LC FILTERING NETWORK TO MINIMIZE INTERFERENCE WITH PROPERLY INSTALLED RADIO, AUDIO, AND VIDEO EQUIPMENT.

8.7.6 DIMMER CONTROL SLIDER SHALL BE CAPTURED.

8.7.7 FACEPLATE SHALL SNAP ON TO DEVICE WITH NO VISIBLE MEANS OF ATTACHMENT.

8.7.8 ACCEPTABLE MANUFACTURES FOR DIMMERS ARE LUTRON, LITHONIA, LEVITON AND PRESCOLITE, LIGHTOLIER OR PRIOR APPROVED EQUAL.

7.7 LIGHTING CONTACTORS/CONTROL PANELS - LIGHTING CONTACTORS/CONTROL PANELS SHALL HAVE A WITHSTAND RATING OF 5,000 AMPS FOR .5 SEC. UNLESS INDICATED OTHERWISE ON THE DRAWINGS.

7.8 OCCUPANCY SENSORS

7.8.1 WALL- OR CEILING-MOUNTED, SOLID-STATE INDOOR OCCUPANCY SENSORS WITH A SEPARATE POWER PACK.

1. LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
2. OPERATION: UNLESS OTHERWISE INDICATED, TURN LIGHTS ON WHEN COVERAGE AREA IS OCCUPIED, AND TURN THEM OFF WHEN UNOCCUPIED; WITH A TIME DELAY FOR TURNING LIGHTS OFF, ADJUSTABLE OVER A MINIMUM RANGE OF 1 TO 15 MINUTES.
3. SENSOR OUTPUT: CONTACTS RATED TO OPERATE THE CONNECTED RELAY, COMPLYING WITH UL 773A. SENSOR IS POWERED FROM THE POWER PACK.
4. POWER PACK: DRY CONTACTS RATED FOR 20-A BALLAST LOAD AT 120- AND 277-V AC, FOR 13-A TUNGSTEN AT 120-V AC, AND FOR 1 HP AT 120-V AC. SENSOR HAS 24-V DC, 150-MA, CLASS 2 POWER SOURCE, AS DEFINED BY NFPA 70.
5. MOUNTING:
   - 5.1. SENSOR: SUITABLE FOR MOUNTING IN ANY POSITION ON A STANDARD OUTLET BOX.
   - 5.2. RELAY: EXTERNALLY MOUNTED THROUGH A 1/2-INCH (13-MM) KNOCKOUT IN A STANDARD ELECTRICAL ENCLOSURE.
   - 5.3. TIME-DELAY AND SENSITIVITY ADJUSTMENTS: RECESSED AND CONCEALED BEHIND HINGED DOOR.
6. INDICATOR: DIGITAL DISPLAY, TO SHOW WHEN MOTION IS DETECTED DURING TESTING AND NORMAL OPERATION OF SENSOR.
7. BYPASS SWITCH: OVERRIDE THE "ON" FUNCTION IN CASE OF SENSOR FAILURE.
8. AUTOMATIC LIGHT-LEVEL SENSOR: ADJUSTABLE FROM 2 TO 200 FC (21.5 TO 2152 LUX); TURN LIGHTS OFF WHEN SELECTED LIGHTING LEVEL IS PRESENT.

7.8.2 PER TYPE: CEILING MOUNTED; DETECT OCCUPANTS IN COVERAGE AREA BY THEIR HEAT AND MOVEMENT.

1. DETECTOR SENSITIVITY: DETECT OCCURRENCES OF 6-INCH-MINIMUM MOVEMENT OF ANY PORTION OF A HUMAN BODY THAT PRESENTS A TARGET OF NOT LESS THAN 36 SQ. IN.
2. DETECTION COVERAGE (ROOM): DETECT OCCUPANCY ANYWHERE IN A CIRCULAR AREA OF 1000 SQ. FT. WHEN MOUNTED ON A 96-INCH- HIGH CEILING.
3. DETECTION COVERAGE (CORRIDOR): DETECT OCCUPANCY WITHIN 90 FEET WHEN MOUNTED ON A 10-FOOT- HIGH CEILING.

7.8.3 ULTRASONIC TYPE: CEILING MOUNTED; DETECT OCCUPANTS IN COVERAGE AREA THROUGH PATTERN CHANGES OF REFLECTED ULTRASONIC ENERGY.

1. DETECTOR SENSITIVITY: DETECT A PERSON OF AVERAGE SIZE AND WEIGHT MOVING NOT LESS THAN 12 INCHES IN EITHER A HORIZONTAL OR A VERTICAL MANNER AT AN APPROXIMATE SPEED OF 12 INCHES/S.
2. DETECTION COVERAGE (SMALL ROOM): DETECT OCCUPANCY ANYWHERE WITHIN A CIRCULAR AREA OF 600 SQ. FT. WHEN MOUNTED ON A 96-INCH- HIGH CEILING.
3. DETECTION COVERAGE (STANDARD ROOM): DETECT OCCUPANCY ANYWHERE WITHIN A CIRCULAR AREA OF 1000 SQ. FT. WHEN MOUNTED ON A 96-INCH- HIGH CEILING.
4. DETECTION COVERAGE (LARGE ROOM): DETECT OCCUPANCY ANYWHERE WITHIN A CIRCULAR AREA OF 2000 SQ. FT. WHEN MOUNTED ON A 96-INCH- HIGH CEILING.
5. DETECTION COVERAGE (CORRIDOR): DETECT OCCUPANCY ANYWHERE WITHIN 90 FEET WHEN MOUNTED ON A 10-FOOT- HIGH CEILING IN A CORRIDOR NOT WIDER THAN 14 FEET.

7.8.4 DUAL-TECHNOLOGY TYPE: CEILING MOUNTED; DETECT OCCUPANTS IN COVERAGE AREA USING PIR AND ULTRASONIC DETECTION METHODS. THE PARTICULAR TECHNOLOGY OR COMBINATION OF TECHNOLOGIES THAT CONTROL ON-OFF FUNCTIONS IS SELECTABLE IN THE FIELD BY OPERATING CONTROLS ON UNIT.

1. SENSITIVITY ADJUSTMENT: SEPARATE FOR EACH SENSING TECHNOLOGY.
2. DETECTOR SENSITIVITY: DETECT OCCURRENCES OF 6-INCH-MINIMUM MOVEMENT OF ANY PORTION OF A HUMAN BODY THAT PRESENTS A TARGET OF NOT LESS THAN 36 SQ. IN., AND DETECT A PERSON OF AVERAGE SIZE AND WEIGHT MOVING NOT LESS THAN 12 INCHES IN EITHER A HORIZONTAL OR A VERTICAL MANNER AT AN APPROXIMATE SPEED OF 12 INCHES/S.
3. DETECTION COVERAGE (STANDARD ROOM): DETECT OCCUPANCY ANYWHERE WITHIN A CIRCULAR AREA OF 1000 SQ. FT. WHEN MOUNTED ON A 96-INCH- HIGH CEILING.

7.8.5 COMPLY WITH ALL COMMISSIONING REQUIRED FOR TITLE 24 (CEC 2013)

8.0 TELEPHONE SYSTEMS

8.1 PROVIDE AND INSTALL A COMPLETE SYSTEM OF EMPTY RACEWAYS 3/4" EMT MINIMUM WITH PULL STRAP/CORD. PROVIDE REQUIRED/REQUESTED INFORMATION TO TELEPHONE COMPANY PRIOR TO INSTALLATION.

9.0 DATA/INFORMATION SYSTEMS

9.1 PROVIDE AND INSTALL A COMPLETE SYSTEM OF RACEWAYS (CABLE TRAYS, J-HOOKS, CONDUIT SLEEVES) OF PREFERABLY OPEN CONSTRUCTION WITH PULL LINE. RACEWAYS TO BE CONTINUOUS.

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For Council Approval

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PROJECT:
CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
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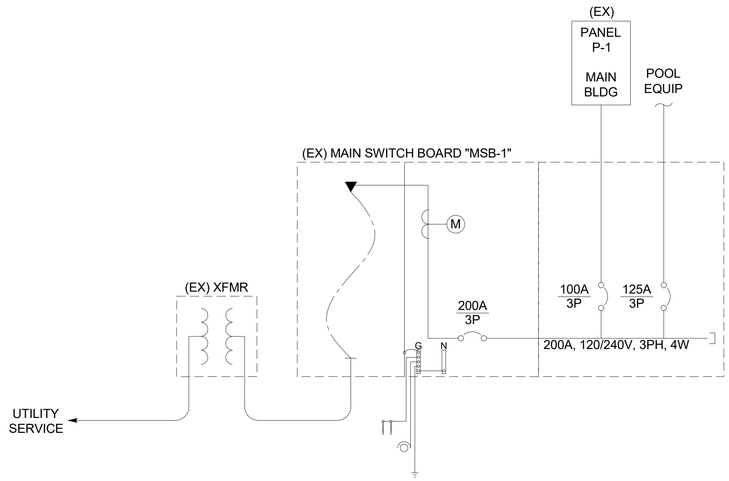
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www.EEJNconsulting.com

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number:	200702
Approved By:	AN
Checked By:	AN
Drawn By:	SP

Sheet Title:
ELECTRICAL TI SPEC NOTES

SHEET NUMBER:
E002



1 E002 SCALE: NONE

SINGLE LINE DIAGRAM

Branch Panel: P-1

Location: EQUIPMENT 110 | **Volts:** 240/120V | **A.I.C. Rating:** 10,000
Supply From: MSB | **Phases:** 3 | **Mains Type:** MCB 100A
Mounting: Surface | **Wires:** 4 | **Bus Rating:** 100
Enclosure: Type 1 | **MCB Rating:** 100

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
1	INTERIOR LIGHTING	20 A	1	635 VA	720 VA		1	20 A	STORAGE / RESTROOM RECEPTS	2
3	HIGH LEG - NO 1-POLE LOADS	--	1	--	--		1	--	HIGH LEG - NO 1-POLE LOADS	4
5	EXTERIOR LIGHTING	20 A	1			133 VA	500 VA	1	20 A	HAND DRYER	6
7	STORAGE/RESTROOM/CLOSET RECEPTS	20 A	1	540 VA	0 VA			1	20 A	SPARE	8
9	HIGH LEG - NO 1-POLE LOADS	--	1		--	4429...					10
11	HAND DRYER	20 A	1			500 VA	4429...	3	80 A	EWH-1	12
13	SPARE	20 A	1	0 VA	4429...						14
15	HIGH LEG - NO 1-POLE LOADS	--	1		--	4429...					16
17	BREAK ROOM RECEPTS	20 A	1			720 VA	4429...	3	80 A	EWH-2	18
19	GARBAGE DISPOSAL	20 A	1	500 VA	4429...						20
21	HIGH LEG - NO 1-POLE LOADS	--	1		--	--		1	--	HIGH LEG - NO 1-POLE LOADS	22
23	REFRIGERATOR	20 A	1			180 VA	0 VA	1	20 A	SPARE	24
25	OFFICE RECEPTS	20 A	1	900 VA	0 VA			1	20 A	SPARE	26
27	HIGH LEG - NO 1-POLE LOADS	--	1		--	--		1	--	HIGH LEG - NO 1-POLE LOADS	28
29	FIRST AID RECEPTS	20 A	1			360 VA	0 VA	1	20 A	SPARE	30
31	EQUIPMENT / VEST RECEPTS	20 A	1	360 VA	0 VA			1	20 A	SPARE	32
33	HIGH LEG - NO 1-POLE LOADS	--	1		--	--		1	--	HIGH LEG - NO 1-POLE LOADS	34
35	BUSSED SPACE	--	1			--	--	1	--	BUSSED SPACE	36
37	BUSSED SPACE	--	1	--	--			1	--	BUSSED SPACE	38
39	HIGH LEG - NO 1-POLE LOADS	--	1		--	--		1	--	HIGH LEG - NO 1-POLE LOADS	40
41	BUSSED SPACE	--	1			--	--	1	--	BUSSED SPACE	42
		Total Load:		12512 VA	8857 VA	11250 VA				
		Total Amps:		104 A	74 A	94 A				

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Receptacle	4780 VA	100.00%	4780 VA	Connected Load (kVA):	32620 VA
Lighting	768 VA	125.00%	960 VA	Connected Load (A):	78 A
Non-Continuous	500 VA	100.00%	500 VA		
Continuous	26572 VA	125.00%	33215 VA	**Demand Load (kVA):**	**39455 VA**
				Demand Load (A):	**95 A**

ELECTRICAL EQUIPMENT SCHEUDLE

EQUIPMENT	PANEL	CIRCUIT	FLA	MCA	MOCP	CIRCUIT CONDUCTORS	VOLTAGE/PHASE-VA
EWH-1	P-1	10,12,14	56 A	70 A	80 A	1-1/4"C, 3#2, #2N, #8G	240 V/3-13286 VA
EWH-2	P-1	16,18,20	56 A	70 A	80 A	1-1/4"C, 3#2, #2N, #8G	240 V/3-13286 VA

GENERAL NOTES

A. ALL EQUIPMENT IS EXISTING TO REMAIN UNLESS NOTED OTHERWISE.

B. ELECTRICAL CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS. IF CONDITION IS DIFFERENT FROM THAT INCLUDED IN THIS DRAWING, PROVIDE UPDATED INFORMATION TO ELECTRICAL ENGINEER PRIOR TO ROUGH-IN.

C. ELECTRICAL CONTRACTOR SHALL PROVIDE UPDATED PANEL DIRECTORY FOR EACH PANEL WITH MODIFIED CIRCUITS.

D. ELECTRICAL CONTRACTOR MUST PROVIDE NEW LABELS ON ALL BRANCH PANELS WITH MODIFIED CIRCUITS INDICATING "HIGH-LEG" 240V 3PH SYSTEM.

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PROJECT:
CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

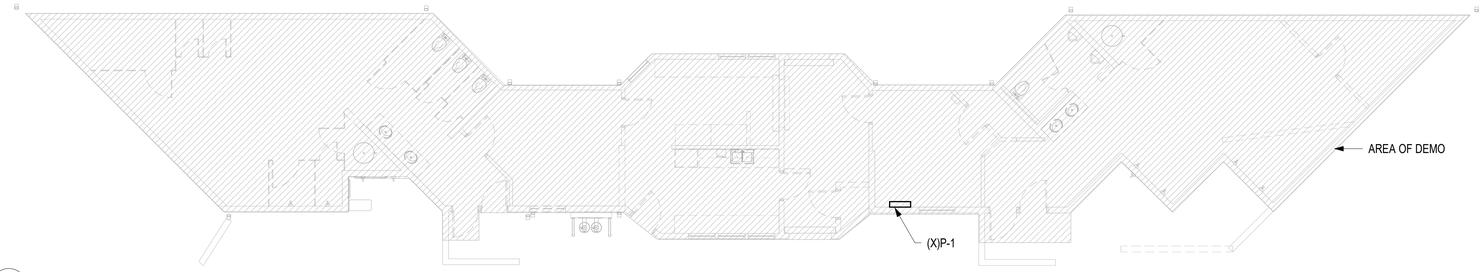
100 D STREET
ROSEVILLE, CA 95678

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

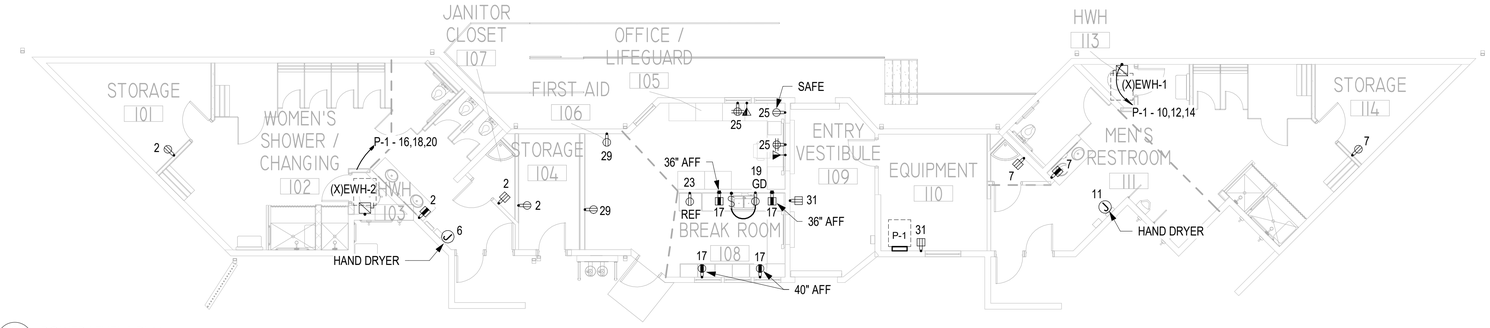
Project Number: 200702
Approved By: AN
Checked By: AN
Drawn By: SP

Sheet Title:
ELECTRICAL SINGLE LINE DIAGRAM

SHEET NUMBER:
E003



1 E101 POWER LEVEL 1 - DEMO
SCALE: 1/8" = 1'-0"



2 E101 POWER LEVEL 1 PLAN
SCALE: 1/8" = 1'-0"

GENERAL NOTES

A. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO ROUGH-IN.

B. VERIFY MOUNTING HEIGHTS OF ALL DEVICES WITH ARCHITECTURAL ELEVATIONS PRIOR TO ROUGH-IN.

C. DEMO ALL WIRING DEVICES AND CIRCUITS BACK TO NEAREST JUNCTION BOX SERVING AREA.

D. DEMO ALL LIGHTING FIXTURES AND CIRCUITS BACK TO NEAREST JUNCTION BOX SERVING AREA.

E. ALL RECEPTACLES SHALL BE TAMPER RESISTANCE TYPE.

F. ALL CIRCUITS GO BACK TO PANEL P-1 UNO.

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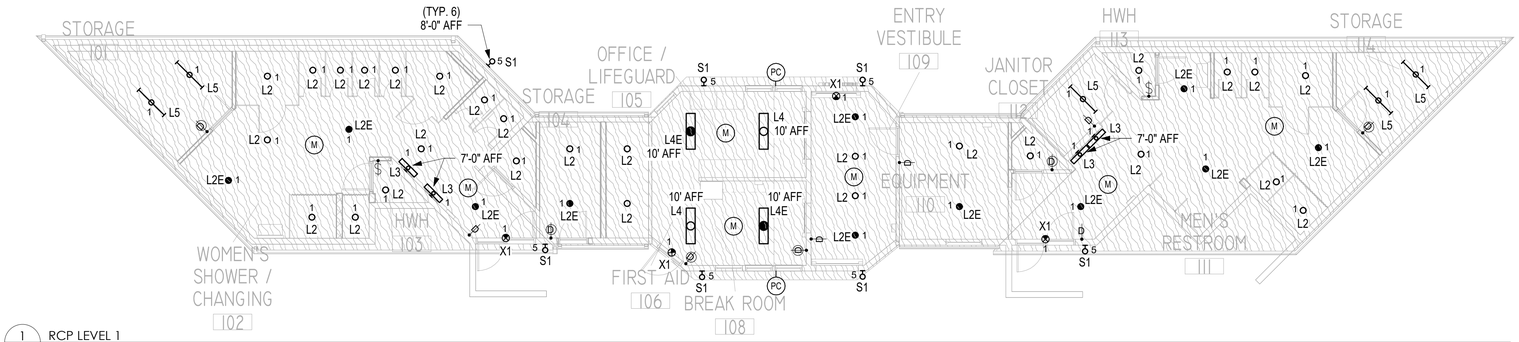
Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number: 200702
Approved By: AN
Checked By: AN
Drawn By: SP

Sheet Title:
ELECTRICAL POWER PLAN

SHEET NUMBER:
E101

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1 E201 RCP LEVEL 1
SCALE: 1/8" = 1'-0"

LIGHTING FIXTURE SCHEDULE

TAG	DESCRIPTION	MANUFACTURER	MODEL	LAMP TYPE	LAMP COLOR TEMP.	VOLTS/PHASE-VA
L2	WET-LISTED, SURFACE MOUNTED 4" DIAMETER ROUND DOWNLIGHT, TRIMLOCK, 1000 NOMINAL LUMENS, 80 CRI, 3500K, DIMMABLE	GOTHAM LIGHTING	IC04-35/10-LSS-50D OR APPROVED EQUAL	LED	3500 K	120 V/1-9 VA
L2E	WET-LISTED, SURFACE MOUNTED 4" DIAMETER ROUND DOWNLIGHT, TRIMLOCK, 1000 NOMINAL LUMENS, 80 CRI, 3500K, DIMMABLE WITH EMERGENCY BATTERY BACK-UP	GOTHAM LIGHTING	IC04-35/10-LSS-50D OR APPROVED EQUAL	LED	3500 K	120 V/1-9 VA
L3	WALL MOUNTED 2' BATHROOM VANITY, 2000 NOMINAL LUMENS, 80CRI, 3500K	BROWNLEE	5165-24-H16-35K OR APPROVED EQUAL	LED	3500 K	120 V/1-16 VA
L4	4' LINEAR SUSPENDED MOUNTED LED WRAP LIGHT MOUNTED AT 10', 3000 NOMINAL LUMENS, 80CRI, 3500K, DIMMABLE	LITHONIA LIGHTING	BLWP4-30L-ADP-LP835 OR APPROVED EQUAL	LED	3500 K	120 V/1-25 VA
L4E	4' LINEAR SUSPENDED MOUNTED LED WRAP LIGHT MOUNTED AT 10', 3000 NOMINAL LUMENS, 80CRI, 3500K, DIMMABLE WITH EMERGENCY BATTERY BACK-UP	LITHONIA LIGHTING	BLWP4-30L-ADP-LP835 OR APPROVED EQUAL	LED	3500 K	120 V/1-25 VA
L5	4' SURFACE MOUNTED LED STRIP, 3000 NOMINAL LUMENS, 3500K, 80CRI	LITHONIA LIGHTING	CLX-L48-3000LM-SFF-RDL-120V-35K-80CRI OR APPROVED EQUAL	LED	3500 K	120 V/1-20 VA
S1	WALL MOUNTED EXTERIOR WALL SCONCE WITH EXTERNAL PHOTOCELL	LITHONIA LIGHTING	WDGE2-LED-P2-40K-80CRI-T1S OR APPROVED EQUAL	LED	4000 K	120 V/1-19 VA
X1	THERMO PLASTIC EXIT SIGN. PROVIDE ARROWS PER LIFE SAFETY PLANS. PROVIDE WITH 90 MINUTE EMERGENCY BATTERY BACK-UP.	LITHONIA LIGHTING	LE-S-2-G-OR-E-EL-N OR APPROVED EQUAL	LED	3500 K	120 V/1-5 VA

GENERAL NOTES

A. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO ROUGH-IN.

B. ALL BUILDING MOUNTED EXTERIOR FIXTURES ARE TO BE CONTROLLED VIA TIMECLOCK AND PHOTOCELL.

C. ALL CIRCUITS GO BACK TO PANEL P-1 UNO.

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PROJECT:
CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

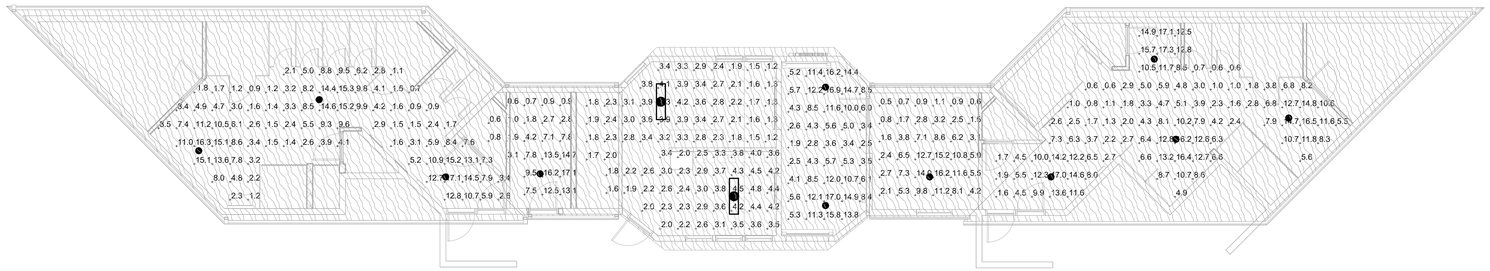
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BUILDING DEPARTMENT SUBMITTAL	08/05/22

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Project Number: 200702
Approved By: AN
Checked By: AN
Drawn By: SP

Sheet Title:
LIGHTING FLOOR PLAN

SHEET NUMBER:
E201



1 E301 RCP LEVEL 1 PHOTOMETRICS
SCALE: 1/8" = 1'-0"

EMERGENCY STATISTICS							TARGET LEVELS	
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg	Max/Min
BREAKROOM	+	3.1 fc	4.8 fc	1.6 fc	3.0:1	1.9:1	1.0 fc	40:1
ENTRY VESTIBULE	+	8.1 fc	17.0 fc	1.9 fc	8.9:1	4.3:1	1.0 fc	40:1
EQUIPMENT ROOM	+	5.5 fc	16.2 fc	0.5 fc	32.4:1	11.0:1	1.0 fc	40:1
MEN RESTROOM	+	7.2 fc	17.3 fc	0.6 fc	28.8:1	12.0:1	1.0 fc	40:1
OFFICE	+	2.6 fc	4.3 fc	1.2 fc	3.6:1	2.2:1	1.0 fc	40:1
STORAGE	+	6.2 fc	17.1 fc	0.6 fc	28.5:1	10.3:1	1.0 fc	40:1
WOMEN RESTROOM	+	6.2 fc	17.1 fc	0.7 fc	24.4:1	8.9:1	1.0 fc	40:1

EMERGENCY INPUT SCHEDULE					
Label	Manufacturer	Catalog Number	Description	Lumens per Lamp	Wattage
L2	Gotham Architectural Lighting	ICO4 35/10 AR LSS 50D	INCITO 4 INCH DOWNLIGHT, ROUND, 3500K, 1000 LUMENS, CLEAR, SEMI-SPECULAR, 50 DEGREE BEAM, CRI80	963	9.84
L4	Lithonia Lighting	BLWP 4 30L ADP LP835	BLWP 4FT 3000 NOMINAL LUMENS, CURVED LINEAR PRISMATIC LENS, 3500K CCT, CRI80	3065	24.99

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PROJECT:
CITY OF ROSEVILLE

JOHNSON POOL HOUSE
UPGRADES

100 D STREET
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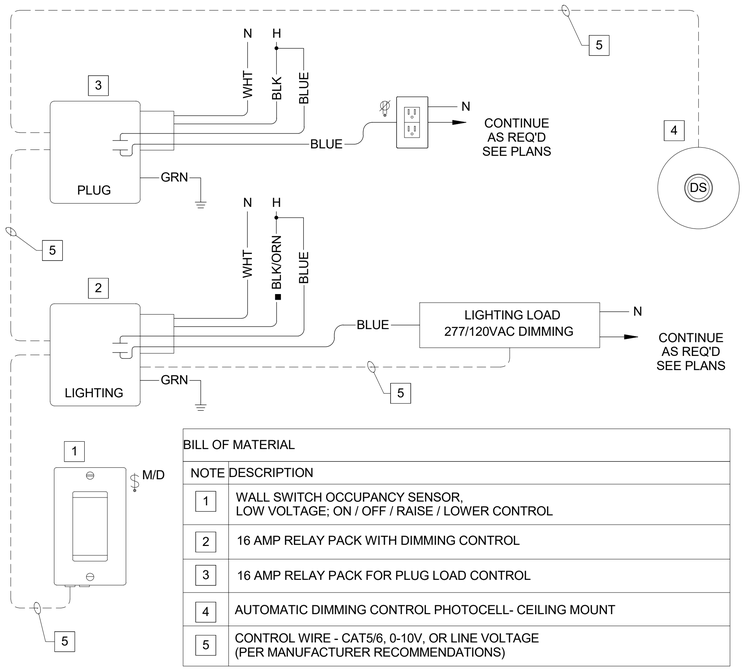
Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number: 200702
Approved By: AN
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Drawn By: SP

Sheet Title:
EM LIGHTING PHOTOMETRICS

SHEET NUMBER:
E301

SCHEMATIC OF TYPICAL WALL-MOUNT MOTION SENSOR - WIRING DIAGRAM



BILL OF MATERIAL	
NOTE	DESCRIPTION
1	WALL SWITCH OCCUPANCY SENSOR, LOW VOLTAGE; ON / OFF / RAISE / LOWER CONTROL
2	16 AMP RELAY PACK WITH DIMMING CONTROL
3	16 AMP RELAY PACK FOR PLUG LOAD CONTROL
4	AUTOMATIC DIMMING CONTROL PHOTOCELL- CEILING MOUNT
5	CONTROL WIRE - CAT5/6, 0-10V, OR LINE VOLTAGE (PER MANUFACTURER RECOMMENDATIONS)

■ BLK - 120VAC OR ORN - 277VAC

GENERAL NOTES

1. REFER TO LIGHTING AND POWER PLANS FOR QUANTITY AND APPROXIMATE LOCATION OF LIGHTING FIXTURES, RECEPTACLES, DEVICES AND CONTROLS.
2. WIRING CLASS AND TYPE CAN VARY PER MANUFACTURER AND CONTROL SYSTEM. VERIFY ALL WIRING AND CONTROLS WITH MANUFACTURER PRIOR TO INSTALLATION.
3. AUTOMATIC DAYLIGHTING CONTROLS SHALL BE INSTALLED ONLY IF THE TOTAL COMBINED WATTAGE INSTALLED IS GREATER THAN 120 WATTS AND IN ROOMS THAT HAVE MORE THAN 24sq ft OF GLAZING.

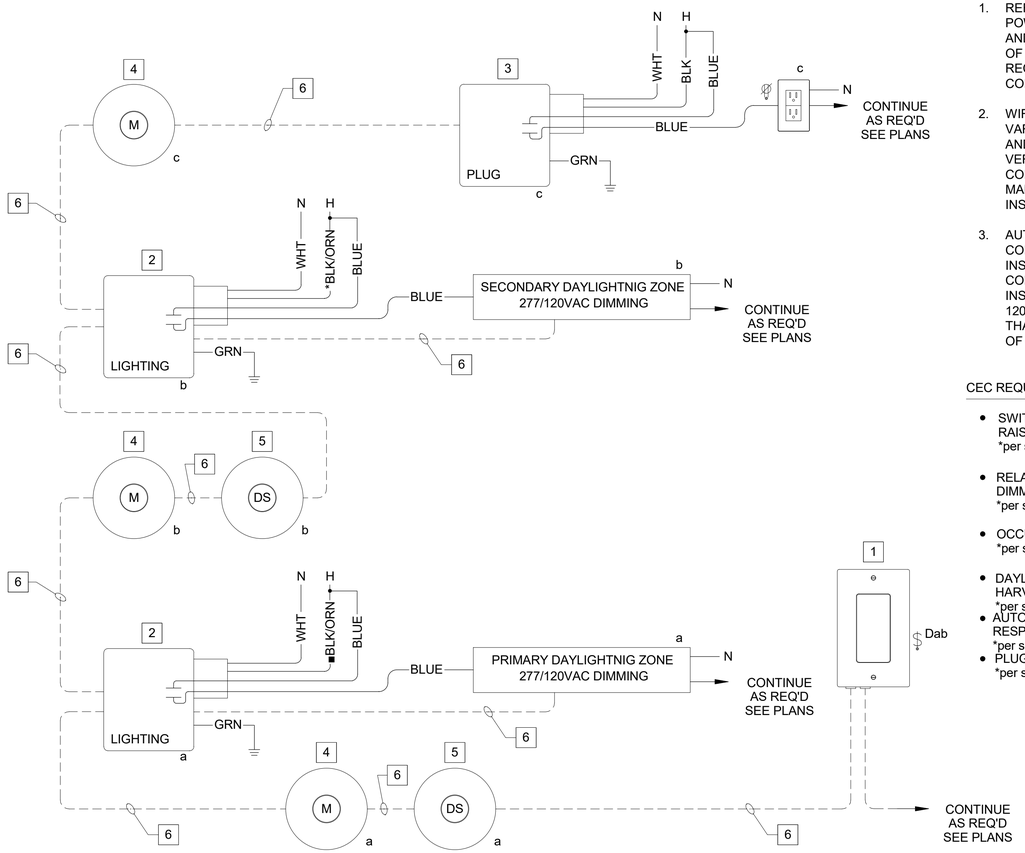
CEC REQUIREMENT NOTES

- SWITCH WITH ON/OFF RAISE/LOWER *per section 130.1(A)
- RELAY MODULE WITH ON/OFF DIMMING *per section 130.1(B)
- OCCUPANCY SENSOR *per section 130.1(C)
- DAYLIGHT HARVESTING *per section 130.1(D)
- AUTOMATIC DEMAND RESPONSE *per section 130.1(E)
- PLUG LOAD CONTROL *per section 130.5 (D)

2 E501 SCHEMATIC OF TYPICAL WALL-MOUNT MOTION SENSOR

SCALE: NONE

SCHEMATIC OF TYPICAL CEILING-MOUNTED MOTION & DAYLIGHT - WIRING DIAGRAM



BILL OF MATERIAL			
NOTE	DESCRIPTION	NOTE	DESCRIPTION
1	ON/OFF SWITCH WITH DIMMING	4	STANDARD RANGE 360° SENSOR-CEILING MOUNT
2	16 AMP RELAY PACK WITH DIMMING CONTROL	5	AUTOMATIC DIMMING CONTROL PHOTOCELL- CEILING MOUNT
3	16 AMP RELAY PACK FOR PLUG LOAD CONTROL	6	CONTROL WIRE - CAT5/6, 0-10V, OR LINE VOLTAGE (PER MANUFACTURER REQUIREMENTS)

■ BLK - 120VAC OR ORN - 277VAC

GENERAL NOTES

1. REFER TO LIGHTING AND POWER PLANS FOR QUANTITY AND APPROXIMATE LOCATION OF LIGHTING FIXTURES, RECEPTACLES, DEVICES AND CONTROLS.
2. WIRING CLASS AND TYPE CAN VARY PER MANUFACTURER AND CONTROL SYSTEM. VERIFY ALL WIRING AND CONTROLS WITH MANUFACTURER PRIOR TO INSTALLATION.
3. AUTOMATIC DAYLIGHTING CONTROLS SHALL BE INSTALLED ONLY IF THE TOTAL COMBINED WATTAGE INSTALLED IS GREATER THAN 120 WATTS AND IN ROOMS THAT HAVE MORE THAN 24sq ft OF GLAZING.

CEC REQUIREMENT NOTES

- SWITCH WITH ON/OFF RAISE/LOWER *per section 130.1(A)
- RELAY MODULE WITH ON/OFF DIMMING *per section 130.1(B)
- OCCUPANCY SENSOR *per section 130.1(C)
- DAYLIGHT HARVESTING *per section 130.1(D)
- AUTOMATIC DEMAND RESPONSE *per section 130.1(E)
- PLUG LOAD CONTROL *per section 130.5 (D)

1 E501 SCHEMATIC OF TYPICAL CEILING-MOUNTED MOTION & DAYLIGHT

SCALE: NONE

005-115

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PROJECT:
CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number:	200702
Approved By:	AN
Checked By:	AN
Drawn By:	SP

Sheet Title:
ELECTRICAL DETAILS

SHEET NUMBER:
E501

Not for Construction
For Council Approval

STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	**Report Page:**	**(Page 2 of 7)**
Project Address:	100 D STREET	**Date Prepared:**	8/8/2022

C. COMPLIANCE RESULTS

If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

Lighting in conditioned and unconditioned spaces must not be combined for compliance per §140.6(b)1	Allowed Lighting Power per §140.6(b) (Watts)						Adjusted Lighting Power per §140.6(a) (Watts)				Compliance Results
	01	02	03	04		05	06	07		08	09
	Complete Building §140.6(c)1 (See Table I)	Area Category §140.6(c)2 (See Table I)	Area Category Additional §140.6(c)2G (+) (See Table J)	Tailored §140.6(c)3 (+) (See Table K)	=	Total Allowed (Watts)	≥	Total Designed (Watts) (See Table F)	Adjustments PAF Lighting Control Credits §140.6(a)2 (-) (See Table P)	=	Total Adjusted (Watts) *Includes Adjustments	05 must be >= 08 §140.6
Conditioned		1,369.8	0		=	1,370	≥	615	0	=	615	COMPLIES
Unconditioned					=		≥			=		
Controls Compliance (See Table H for Details)												COMPLIES
Rated Power Reduction Compliance (See Table Q for Details)												

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. INDOOR LIGHTING FIXTURE SCHEDULE

This table includes all permanent designed lighting and all portable lighting in offices.

Designed Wattage: Conditioned Spaces

01 Name or Item Tag	02 Complete Luminaire Description	03 Modular (Track) Fixture	04 Small Aperture & Color Change[1]	05 Watts per luminaire[2]	06 How is Wattage determined	07 Total Number of Luminaires	08 Excluded per §140.6(a)3	09 Design Watts	10 Field Inspector Pass	10 Field Inspector Fail
L2	L2	No	No	9	Mfr. Spec	39	No	351	☐	☐
L3	L3	No	No	16	Mfr. Spec	4	No	64	☐	☐

Registration Number:
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Indoor Lighting
NRCC-LTI-E
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	**Report Page:**	**(Page 4 of 7)**
Project Address:	100 D STREET	**Date Prepared:**	8/8/2022

I. LIGHTING POWER ALLOWANCE: COMPLETE BUILDING OR AREA CATEGORY METHODS

Each area complying using the Complete Building or Area Category Methods per §140.6(b) are included in this table. Column 06 indicates if additional lighting power allowances per §140.6(c) or adjustments per §140.6(a) are being used.

Conditioned Spaces

01 Area Description	02 Complete Building or Area Category Primary Function Area	03 Allowed Density (W/ft²)	04 Area (ft²)	05 Allowed Wattage (Watts)	06 Additional Allowance / Adjustment: Area Category	06 Additional Allowance / Adjustment: PAF
RESTROOMS	Restrooms	0.65	1,202	781.3	No	No
STORAGE	All Other Space Types	0.4	569	227.6	No	No
VESTIBULE	Corridor Area	0.6	174	104.4	No	No
OFFICE	Office 250 square feet or less	0.7	255	178.5	No	No
BREAKROOM	Lounge Breakroom or Waiting Area	0.65	120	78	No	No
		TOTALS:	2,320	1,369.8	See Tables J, or P for detail	

J. ADDITIONAL ALLOWANCE: AREA CATEGORY METHOD QUALIFYING LIGHTING SYSTEM

This section does not apply to this project.

K. TAILORED METHOD GENERAL LIGHTING POWER ALLOWANCE

This section does not apply to this project.

L. ADDITIONAL LIGHTING ALLOWANCE: TAILORED WALL DISPLAY

This section does not apply to this project.

M. ADDITIONAL LIGHTING ALLOWANCE: TAILORED FLOOR AND TASK LIGHTING

This section does not apply to this project.

N. ADDITIONAL LIGHTING ALLOWANCE: TAILORED ORNAMENTAL/SPECIAL EFFECTS

This section does not apply to this project.

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STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
This document is used to demonstrate compliance with requirements in §110.3, §110.12(c), §130.0, §130.1, §140.6 and §141.0(b)2 for indoor lighting scopes using the prescriptive path.			
Project Name:	JOHNSON POOL HOUSE UPGRADES	**Report Page:**	**(Page 1 of 7)**
Project Address:	100 D STREET	**Date Prepared:**	8/8/2022

A. GENERAL INFORMATION

01 Project Location (city)	ROSEVILLE			04 Total Conditioned Floor Area (ft²)	2,320
02 Climate Zone	11			05 Total Unconditioned Floor Area (ft²)	0
03 Occupancy Types Within Project (select all that apply):				06 # of Stories (Habitable Above Grade)	1
☒ Office	☐ Retail	☐ Warehouse	☐ Hotel/Motel	☐ School	☒ Support Areas
☐ Parking Garage	☐ High-Rise Residential	☐ Relocatable	☐ Healthcare	☒ Other (Write in)	See Table I

B. PROJECT SCOPE

This table includes any lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.6 or §141.0(b)2 for alterations.

Scope of Work	Conditioned Spaces		Unconditioned Spaces	
01 My Project Consists of (check all that apply):	02 Calculation Method	03 Area (ft²)	04 Calculation Method	05 Area (ft²)
☐ New Lighting System				
☐ New Lighting System - Parking Garage				
☒ Altered Lighting System	Area Category Method	2320	Area Category Method	0
Total Area of Work (ft²)	2320		0	

Registration Number:
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CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	**Report Page:**	**(Page 3 of 7)**
Project Address:	100 D STREET	**Date Prepared:**	8/8/2022

F. INDOOR LIGHTING FIXTURE SCHEDULE

L4	L4	No	No	25	Mfr. Spec	4	No	100	☐	☐
L5	L5	No	No	20	Mfr. Spec	5	No	100	☐	☐
							Total Designed Watts: CONDITIONED SPACES		615	

[1]*FOOTNOTE: Design Watts for small aperture and color changing luminaires which qualify per §140.6(a)4B is adjusted to be 75% of their rated wattage. Table F automatically makes this adjustment, the permit applicant should enter full rated wattage in column 05.*

[2]*Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per §130.0(c). Wattage used must be the maximum rated for the luminaire, not the lamp.*

G. MODULAR LIGHTING SYSTEMS

This section does not apply to this project.

H. INDOOR LIGHTING CONTROLS (Not including PAFs)

*This table includes lighting controls for conditioned and unconditioned spaces. When a control having a * is shown, the notes section of this table provides more detail on how compliance is achieved. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank.*

Building Level Controls

01 Mandatory Demand Response §110.12(c)	02 Shut-off controls §130.1(c)	03 Field Inspector Pass	03 Field Inspector Fail
Not Required <= 10,000 SF	Whole Building Auto Time Switch	☐	☐

Area Level Controls

04 Area Description	05 Complete Building or Area Category Primary Function Area	06 Area Controls §130.1(a)	07 Multi-Level Controls §130.1(b)	08 Shut-Off Controls §130.1(c)	09 Primary/Skylit Daylighting §130.1(d)	10 Secondary Daylighting §140.6(d)	11 Interlocked Systems §140.6(a)1	12 Field Inspector Pass	12 Field Inspector Fail
*NOTES: Controls with a * require a note in the space below explaining how compliance is achieved. EX: Conference 1: Primary/Skylight Daylighting: Exempt because less than 120 watts of general lighting; EXCEPTION 1 to §130.1(d)2*							13 Plan Sheet Showing Daylit Zones:			

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005-115

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PROJECT:
CITY OF ROSEVILLE
JOHNSON POOL HOUSE UPGRADES
100 D STREET
ROSEVILLE, CA 95678

BEELEN CONSULTING
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www.EEJNconsulting.com

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number: 200702
Approved By: AN
Checked By: AN
Drawn By: SP

Sheet Title:
TITLE 24 FORMS

SHEET NUMBER:
E601

STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	Report Page:	(Page 6 of 7)
Project Address:	100 D STREET	Date Prepared:	8/8/2022

U. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in this document. If any selection have been changed by the permit applicant, an explanation should be included in Table E: Additional Remarks. These documents must be provided to the building inspector during construction and any with "-A" in the form name must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/attcp/providers.html

Yes	No	Form/Title	Field Inspector Pass	Field Inspector Fail
●	○	NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.	☐	☐
○	●	NRCA-LTI-03-A - Must be submitted for automatic daylight controls.	☐	☐
○	●	NRCA-LTI-04-A - Must be submitted for demand responsive lighting controls.	☐	☐
○	●	NRCA-LTI-05-A. - Must be submitted for institutional tuning power adjustment factor (PAF)	☐	☐

Registration Number:
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NRCC-LTI-E
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	Report Page:	(Page 5 of 7)
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O. ADDITIONAL LIGHTING ALLOWANCE: TAILORED VERY VALUABLE MERCHANDISE

This section does not apply to this project.

P. POWER ADJUSTMENT: LIGHTING CONTROL CREDIT (POWER ADJUSTMENT FACTOR (PAF))

This section does not apply to this project.

Q. RATED POWER REDUCTION COMPLIANCE FOR ALTERATIONS

This section does not apply to this project.

R. 80% LIGHTING POWER FOR ALL ALTERATIONS - CONTROLS EXCEPTIONS

This section does not apply to this project.

S. DAYLIGHT DESIGN POWER ADJUSTMENT FACTOR (PAF)

This section does not apply to this project.

T. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection have been changed by permit applicant, an explanation should be included in Table E: Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/

Yes	No	Form/Title	Field Inspector Pass	Field Inspector Fail
●	○	NRCI-LTI-01-E - Must be submitted for all buildings	☐	☐
○	●	NRCI-LTI-02-E- Must be submitted for a lighting control system, or for an Energy Management Control System (EMCS), to be recognized for compliance.	☐	☐
○	●	NRCI-LTI-04-E - Must be submitted for two interlocked systems serving an auditorium, a convention center, a conference room, a multipurpose room or a theater to be recognized for compliance.	☐	☐
○	●	NRCI-LTI-05-E- Must be submitted for a Power Adjustment Factor (PAF) to be recognized for compliance.	☐	☐
○	●	NRCI-LTI-06-E- Must be submitted for additional wattage installed in a video conferencing studio to be recognized for compliance.	☐	☐

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STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTO-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	Report Page:	(Page 1 of 7)
Project Address:	100 D STREET	Date Prepared:	5/24/2022

A. GENERAL INFORMATION

01	Project Location (city)	ROSEVILLE	04	Total Illuminated Hardscape Area (ft²)	600
02	Climate Zone	11			
03	Outdoor Lighting Zone per Title 24 Part 1 §10.114 or as designated by Authority Having Jurisdiction (AHJ):				
☐	LZ-0: Very Low - Undeveloped Parkland	☐ LZ-2: Moderate - Rural Areas	☐ LZ-4: High - Must be reviewed by CA Energy Commission for Approval		
☐	LZ-1: Low - Developed Parkland	☒ LZ-3: Moderately High - Urban Areas			

B. PROJECT SCOPE

This table includes outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.7 or §141.0(b)2L for alterations.

My Project Consists of:

01		02		
☐	New Lighting System	Must Comply with Allowances from §140.7		
☒	Altered Lighting System	Is your alteration increasing the connected lighting load (Watts)? ● Yes ○ No		
03		04	05	
% of Existing Luminaires Being Altered[1]		Sum Total of Luminaires Being Added or Altered	Calculation Method	
☐ < 10%	☐ >= 10% and = 50% ☐ >= 50%			

Please proceed to Table F. Outdoor Lighting Fixture Schedule to define the project's luminaires.

[1] *FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100.*

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Registration Date/Time:
Report Version: 2019.1.003
Schema Version: rev 20200601
Registration Provider: Energysoft
Report Generated: 2022-05-24 14:39:45

STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	Report Page:	(Page 7 of 7)
Project Address:	100 D STREET	Date Prepared:	8/8/2022

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: ANTON NATHANSON	Documentation Author Signature: A. Nathanson
Company: ELEN Consulting Inc	Signature Date: 2022-08-08
Address: 9150 Chesapeake Dr Ste 220	CEA/ HERS Certification Identification (if applicable): E 21090
City/State/Zip: San Diego CA 92123	Phone: 619.550.1085

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Anton Nathanson	Responsible Designer Signature: A. Nathanson
Company: Elen Consulting	Date Signed: 2022-08-08
Address: 9150 Chesapeake Dr Ste 220	License: E21090
City/State/Zip: San Diego CA 92123	Phone: 619.550.1085

Registration Number:
CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance
Registration Date/Time:
Report Version: 2019.1.003
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PROJECT:
CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number: 200702
Approved By: AN
Checked By: AN
Drawn By: SP

Sheet Title:
TITLE 24 FORMS

SHEET NUMBER:
E602

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTO-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	**Report Page:**	**(Page 3 of 7)**
Project Address:	100 D STREET	**Date Prepared:**	5/24/2022

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

For new or altered lighting systems demonstrating compliance with §140.7 all new luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application are included in the Table below. For altered lighting systems using the Existing Power method per §141.0(b)2I, only new luminaires being installed and replacement luminaires being installed as part of the project scope are included (ie, existing luminaires remaining or existing luminaires being moved are not included).

Designed Wattage:

01	02		03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description		Watts per luminaire[1, 2]	How is Wattage determined	Total number luminaires [2]	Luminaire Status[3]	Excluded per §140.7(a)	Design Watts	Cutoff Req. > 6,200 initial lumen output §130.2(b) [4]	Field Inspector	
										Pass	Fail
S1	S2	☐ Linear	19	Mfr. Spec	7	New	☐	133	NA: < 6200 lumens	☐	☐
							Total Design Watts:	133			

** NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.*
EX: Luminaire is lighting a statue; EXCEPTION 2 to §130.0(b).

[1] *FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per §130.0(c).*
[2] *For linear luminaires, wattage should be indicated as W/lf instead of Watts/luminaire. Total linear feet should be indicated in column 05 instead of number of luminaires.*
[3] *Select "New" for new luminaires in a new outdoor lighting project, or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope.*
[4] *Compliance with mandatory cutoff requirements is required for luminaires with initial lumen output >= 6,200 unless exempted by §130.2(b).*

G. CUTOFF REQUIREMENTS (BUG)

This section does not apply to this project.

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CERTIFICATE OF COMPLIANCE			NRCC-LTO-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	**Report Page:**	**(Page 2 of 7)**
Project Address:	100 D STREET	**Date Prepared:**	5/24/2022

C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through I. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see applicable Table,referenced below.

Calculations of Total Allowed Lighting Power (Watts) §140.7 or §141.0(b)2I												Compliance Results		
01		02		03		04		05		06		07		08	09
General Hardscape Allowance §140.7(d)1 (See Table I)	+	Per Application §140.7(d)2 (See Table J)	+	Sales Frontage §140.7(d)2 (See Table K)	+	Ornamental §140.7(d)2 (See Table L)	+	Per Specific Area §140.7(d)2 (See Table M)	OR	Existing Power Allowance §141.0(b)2L (See Table N)	=	**Total Allowed** (Watts)	≥	**Total Actual** (Watts)	**07 must be >= 08**
423.75	+	—	+	—	+	—	+	—	OR	—	=	423.75	≥	133	COMPLIES
Cutoff Compliance (See Table G for Details)												N/A			
Controls Compliance (See Table H for Details)												COMPLIES			

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

Registration Number: | Registration Date/Time: | Registration Provider: Energysoft

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STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTO-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	**Report Page:**	**(Page 5 of 7)**
Project Address:	100 D STREET	**Date Prepared:**	5/24/2022

I. LIGHTING POWER ALLOWANCE (per §140.7)

This table includes areas using allowance calculations per §140.7. General Hardscape Allowance is per Table 140.7-A while "Use it or lose it" Allowances are per Table 140.7-B. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance.

01				
☒ General Hardscape Allowance Table I (below)	"Use it or lose it" Allowance (select all that apply) (select all that apply)			
	☐ Per Application Table J	☐ Sales Frontage Table K	☐ Ornamental Table L	☐ Per Specific Area Table M

Calculated General Hardscape Lighting Power Allowance per Table 140.7-A (LZ 0, 1 & 4)
This section does not apply to this project.
Calculated General Hardscape Lighting Power Allowance per Table 140.7-A (LZ 2 & 3)

02	03	04	05	06	07	08	9	10
Area Description	Surface Type	Area Wattage Allowance (AWA)			Area Wattage Allowance (AWA)			Total General AWA + LWA (Watts)
		Illuminated Area (ft²)	Allowed Density (W/ft²)	Area Allowance (Watts)	Perimeter Length (lf)	Allowed Density (W/lf)	Linear Allowance (Watts)	
BUILDING EXTERIOR FRONT AREA	Asphalt	330	0.03	8.25	110	0.4	27.5	35.75
BUILDING EXTERIOR POOL AREA	Asphalt	270	0.03	6.75	125	0.4	31.25	38
Initial Wattage Allowance for Entire Site (Watts):								350
Total General Hardscape Allowance (Watts):								423.75

J. LIGHTING ALLOWANCE: PER APPLICATION

This section does not apply to this project.

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This section does not apply to this project.

L. LIGHTING ALLOWANCE: ORNAMENTAL

This section does not apply to this project.

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This section does not apply to this project.

Registration Number: | Registration Date/Time: | Registration Provider: Energysoft

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CERTIFICATE OF COMPLIANCE			NRCC-LTO-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	**Report Page:**	**(Page 4 of 7)**
Project Address:	100 D STREET	**Date Prepared:**	5/24/2022

H. OUTDOOR LIGHTING CONTROLS

This table demonstrates compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.
*When an option having a * is selected, the notes section of this table must be completed. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank.*

Mandatory Controls

01	02	03	04	05	
Area Description	Shut-Off §130.2(c)1	Auto-Schedule §130.2(c)2	Motion Sensor §130.2(c)3	Field Inspector	
				Pass	Fail

** NOTES: Controls with a * require a note in the space below explaining how compliance is achieved.*
EX: Not permitted by health & safety to be wired off; EXCEPTION 1 to §130.2(c).

Registration Number: | Registration Date/Time: | Registration Provider: Energysoft

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PROJECT:
CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number: 200702
Approved By: AN
Checked By: AN
Drawn By: SP

Sheet Title:
TITLE 24 FORMS

SHEET NUMBER:
E603

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTO-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	**Report Page:**	**(Page 7 of 7)**
Project Address:	100 D STREET	**Date Prepared:**	5/24/2022

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name:	Documentation Author Signature:
Anton Nathanson	A. Nathanson
Company: ELEN Consulting Inc	Signature Date: 2022-05-24
Address: 9150 Chesapeake Dr Ste 220	CEA/ HERS Certification Identification (if applicable): E21090
City/State/Zip: San Diego CA 92123	Phone: 619.550.1085

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name:	Responsible Designer Signature:
Anton Nathanson	A. Nathanson
Company: Elen Consulting	Date Signed: 2022-05-24
Address: 9150 Chesapeake Dr Ste 220	License: E21090
City/State/Zip: San Diego CA 92123	Phone: 619.550.1085

Registration Number:

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance

Registration Date/Time:

Report Version: 2019.1.003
Schema Version: rev 20200601

Registration Provider: Energysoft

Report Generated: 2022-05-24 14:39:45

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTO-E
Project Name:	JOHNSON POOL HOUSE UPGRADES	**Report Page:**	**(Page 6 of 7)**
Project Address:	100 D STREET	**Date Prepared:**	5/24/2022

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This section does not apply to this project.

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection have been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/

Yes	No	Form/Title	Field Inspector	
			Pass	Fail
●	○	NRCI-LTO-01-E - Must be submitted for all buildings	☐	☐
○	●	NRCI-LTO-02-E- Must be submitted for a lighting control system, or for an Energy Management Control System (EMCS), to be recognized for compliance.	☐	☐

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in this document. If any selection have been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/attcp/providers.html

Yes	No	Form/Title	Field Inspector	
			Pass	Fail
○	●	NRCA-LTO-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls are added to <= 20 luminaires.	☐	☐

Registration Number:

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance

Registration Date/Time:

Report Version: 2019.1.003
Schema Version: rev 20200601

Registration Provider: Energysoft

Report Generated: 2022-05-24 14:39:45

JKA
jeffkatz
ARCHITECTURE
200 E STREET, SANTA ROSA, CA 95404
707.544.3920 | www.jeffkatzarchitecture.com

PROJECT:
CITY OF ROSEVILLE

JOHNSON POOL HOUSE UPGRADES

100 D STREET
ROSEVILLE, CA 95678

ELEN CONSULTING
9150 CHESAPEAKE DR. STE 220
SAN DIEGO, CA 92123
www.ELENconsulting.com

Description:	Date:
BUILDING DEPARTMENT SUBMITTAL	08/05/22

Project Number:	200702
Approved By:	AN
Checked By:	AN
Drawn By:	SP

Sheet Title:
TITLE 24 FORMS

SHEET NUMBER:
E604

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Project Manual for the

Johnson Poolhouse Renovation Project

September 2022

The latest edition of the City of Roseville Parks Construction Standards are incorporated by reference as a part of this Project Manual. The Parks Construction Standards can be purchased at the address listed below.

Parks, Recreation & Libraries
316 Vernon Street, Suite 400
Roseville, California 95678
www.roseville.ca.us

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CITY OF ROSEVILLE CALIFORNIA

Parks, Recreation & Libraries
Park Development
316 Vernon Street, Suite 400
Roseville, California 95678

Notice to Bidders

DATE: September 8, 2022

TO: Prospective Bidders

FROM: Heather Buck, Park Development Project Manager

RE: Johnson Poolhouse Renovation Project

Project Description: The City of Roseville is now accepting bid proposals for the Johnson Poolhouse Renovation Project. The scope of work for the base bid includes, but is not limited to: accessibility upgrades to the poolhouse and related mechanical, electrical, plumbing, fencing, and flatwork upgrades. Bid alternates include 1) removal and replacement of the entry ramp and stairs and 2) removal and replacement of the existing overhead doors at the entry vestibule.

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

Potential bidders are advised to obtain all documents and specifications related to this project directly from the City of Roseville. The City of Roseville does not guarantee the accuracy of any forms, plans, or project manuals obtained through outside sources other than the City of Roseville. Furthermore, the City does not guarantee the distribution of any addendums or the accuracy of their content if obtained from a third party.

Bidders expressly assume the risk that their bid will be rejected from the use of project manuals or project plans obtained from third parties other than the City of Roseville.

Engineer's Estimate: The engineer's estimate for construction of the base bid items is $261,852.00.

Pre-Bid Meeting: A job walk (not mandatory) will be held at 9:00 a.m. on Tuesday, September 20, 2022 at 100 D Street, Roseville, CA 95678. Bidders are expected to be familiar with the existing site conditions however, and may pose questions on any conditions they may discover that are not represented within the bid documents.

Questions: The deadline for submission of questions and clarifications regarding the Contract Documents is September 27, 2022 at 5:00 p.m. In order to meet the required timeline to issue addenda, questions will not be accepted after this date. Only Addenda issued by the City are binding. All questions shall be directed to the attention of Heather Buck via Public Purchase at https://roseville.ca.us/rfp.

Bid Deadline: Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until 3:00 p.m. October 4, 2022. The proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville in the City Clerk's Office at 3:05 p.m. on that same day.

The July 2021 edition of the City of Roseville Parks Construction Standards will be applicable to this project. The successful bidder will be required to use the standards contained in the book for the construction of this project.

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Parks, Recreation & Libraries
Park Development
316 Vernon Street, Suite 400
Roseville CA 95678

Notice to the apparent low bidder for the Johnson Poolhouse Renovation Project

In order to move forward with the award of this project, the City of Roseville requests that you submit the following documents:

1. Agreement (two sets of originals, single-side print) with either:
   - wet signatures from two corporate officers, or
   - wet signature from one corporate office plus the corporate seal
2. Public Works Faithful Performance Bond – fully executed and notarized.
3. Public Works Labor and Materials Payment Bond – fully executed and notarized.
4. Insurance - fully executed and notarized.
5. CDBG Supplement to Contract for Construction Forms (see Appendix A)

The Agreement, bond forms and insurance requirements are contained in this Project Manual.

We request that all documents be received by October 21, 2022.

Please contact us if you are unable to meet this deadline.

Send completed forms to:

City of Roseville - Parks, Recreation & Libraries Department
Attn: Heather Buck
316 Vernon Street, Suite 400
Roseville CA 95678

The Parks, Recreation & Libraries Department requires submittal of all of the above executed documents prior to City Council bid award.

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916.774.5505 phone
916.774.5251 fax
www.roseville.ca.us

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CITY OF ROSEVILLE

DEPARTMENT OF PARKS, RECREATION & LIBRARIES

Name of Project: Johnson Poolhouse Renovation

Federal Aid Project: _____

City of Roseville Contract: _____

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposal will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until October 4, 2022 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 October 4, 2022 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project:

Johnson Poolhouse Renovation.

A pre-bid meeting will be held at 9:00 a.m. on September 20, 2022, at Johnson Pool, 100 D. Street, Roseville, CA 95678.

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 http://www.roseville,ca.us/rfp . 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

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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

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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.

The City will affirmatively ensure that, in any Contract entered into pursuant to this Notice to Contractors, disadvantaged business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

Bidders are advised that, as required by federal law, the City of Roseville is implementing new Disadvantaged Business Enterprise (DBE) requirements. Section 2, "Proposal Requirements and Conditions," under subsection title "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Performance of Subcontractors" of the Special Provisions cover the DBE requirements.

The DBE contract goal for this project is: 0%**.**

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

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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.

In accordance with the California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award, the selected contractor shall be properly licensed in accordance with the laws of the State and the City of Roseville. Contractor shall possess a valid Class A or B license prior to award of Contract or other license qualifying the bidder to bid as a prime Contractor, prior to award of Contract as approved by Council. Said license shall be maintained during the contract period. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engage in the general class or type of work called for under this contract.

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 7 "Legal Relations and Responsibility" of the Standard Construction Specifications.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Project Manual and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued

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to holders of the Project Manual. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Project Manual. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less that the higher wage rate. The City of Roseville will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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

All questions prior to the deadline for bid submissions shall be directed to the attention of Heather Buck via Public Purchase at https://roseville.ca.us/rfp. The deadline for submissions of questions and clarifications regarding the Contract Documents is 7 calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

_____

City Clerk, City of Roseville

Dated: _____

Published: _____

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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

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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.

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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

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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

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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,

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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,

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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

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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

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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.

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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.

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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.

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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)

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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.

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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.

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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.

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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.

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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

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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: _____

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Incorporated under the laws of the State of _____

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

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

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

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

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

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

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[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

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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)

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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

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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.)

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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.

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Project Johnson Poolhouse Renovation

Contractor_____

SCHEDULE OF BID ITEMS

The bidder, in compliance with the published Notice to Contractors for the construction of new pickle ball courts, and any other items necessary as shown on the Plans and Specifications; having examined the Plans and Specifications, any and all addenda, any related documents, and all of the sites of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of material, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time period set forth therein, and at the prices stated. This is a "Lump Sum Bid" project. These prices are to include all labor, materials, supplies, and all other expenditures incidental to complete compliance to the Contract Documents.

The work to be included in the Contract shall be determined by the City prior to award of Contract. **The amount of the bid for comparison and award purposes shall be the total amount set forth in the "Total Lump Sum Bid," which includes the base bid and any alternates designated on the Schedule of Bid Items.** The City reserves the right to award none, all or selected add alternates as the budget permits.

BASE BID:
Base bid includes all work as shown on the plans, project manual, and addenda to construct the **Johnson Poolhouse Renovation Project.**

Numerical Total **Base Bid**: $_____

Written Total **Base Bid**: _____dollars and_____

ADD ALTERNATES:

ADD ALTERNATE #1 – Removal and replacement of entry ramp and stairs as indicated on the Plans and in the Project Manual.

Numerical Total **Additive Alternate #1 Bid**:
$_____

Written Total **Additive Alternate #1 Bid**: _____dollars and_____

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ADD ALTERNATE #2 – Removal and replacement of two overhead doors at entry vestibule as indicated on the Plans and in the Project Manual.

Numerical Total **Additive Alternate #2 Bid**:
$_____

Written Total **Additive Alternate #2 Bid**: _____dollars and_____

TOTAL LUMP SUM BID:

Total lump sum bid includes Lump Sum Base Bid plus Additive Alternate #1, and Additive Alternate #2.

Numerical **Total Lump Sum Bid**: $_____

Written **Total Lump Sum Bid**: _____dollars and_____

The additions or deletions sheets (PROP 10 C-E) are required to be submitted with the proposal and shall be completed in their entirety. Failure to do so may be interpreted an as incomplete/non-responsive bid. This breakdown will not be considered for bid award but will be used during the contract in case of change orders.

Contractor Name (print or type): _____

Signature (by authorized representative): _____

Date: _____ License No.: _____ Class: _____

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Johnson Poolhouse Renovation Project

For Additions and Deletions Only

Contractor shall provide itemized costs as shown below for use during construction for additions or deletions only. Unit costs to be listed are based on the project plans, specifications, Parks Construction Standards and the Design & Construction Standards, unless otherwise noted. Items listed are not necessarily shown on the plans or identified in the Technical Specifications.

Item	Description	Unit	Unit Cost
1	EC-2 Preservation of Existing Vegetation	sf	
2	EC-3 Hydraulic Mulch	sf	
3	EC-4 Hydroseeding	sf	
4	EC-6 Straw Mulch	sf	
5	EC-7 Geotextiles and Mats	sf	
6	EC-8 Wood Mulching	sf	
7	EC-10 Velocity dissipation device	ea	
8	EC-11 Slope Drains	ea	
9	EC-14 Compost Blanket	sf	
10	EC-16 Non-Vegetative Stabilization	sf	
11	SE-1 Silt Fence	lf	
12	SE-5 Fiber Rolls	lf	
13	SE-6 Gravel Bag Berm	ea	
14	SE-7 Street Sweeping and Vacuuming	ea	
15	SE-8 Sandbag Barrier	lf	
16	SE-9 Straw Bale Barrier	lf	
17	SE-10 Storm Drain Inlet Protection	ea	
18	TC-1 Stabilized construction entrance/exit	ea	
19	TC-3 Entrance/outlet tire wash	ea	
20	Site security fencing	lf	
21			
22			
23			

Items 1 through 19 are to be consistent with requirements detailed in California Stormwater Quality Association Stormwater Best Management Practice Handbook, latest edition.

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Johnson Poolhouse Renovation Project

For Additions and Deletions Only (continued)

Item	Description	Unit	Unit Cost
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

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PROJECT QUALIFICATIONS/EXPERIENCE SHEET

Project Name: _____ Company Name: _____ License Type: _____

The following shall be fully completed by the Contractor detailing previous experience which satisfies the project prerequisite. This prerequisite includes park projects of similar size and scope to that of the current project and which has been completed by your company within the last three (3) years. This form shall be fully completed and submitted as a part of the Proposal/Bid Schedule. Failure to do so could be interpreted as an incomplete/non-responsive bid.

1. Project Name: _____ Acres _____ Location: _____
Owner: _____ Contact Person: _____
Phone: (_____) _____ Contract Amount: $_____ Year Completed _____
Landscape Architect/Architect: _____ Phone: (_____) _____

Scope of Work (check all those that apply):

___ Grading	___ Drainage	___ Irrigation	___ Asphalt Concrete Work	___ Concrete Forming
___ Concrete Flatwork	___ Special Concrete Finishing	___ Decomposed Granite Paving	___ Parking Lots	___ Tennis Courts
___ Basketball Court	___ Play Equipment Installation	___ Benches	___ Picnic Tables	___ Lighting
___ Drinking Fountains	___ Masonry Block Work	___ Backstops	___ Restroom Facilities	___ Landscaping
___ Other (specify)	_____			

2. Project Name: _____ Acres _____ Location: _____
Owner: _____ Contact Person: _____
Phone: (_____) _____ Contract Amount: $_____ Year Completed _____
Landscape Architect/Architect: _____ Phone: (_____) _____

Scope of Work (check all those that apply):

___ Grading	___ Drainage	___ Irrigation	___ Asphalt Concrete Work	___ Concrete Forming
___ Concrete Flatwork	___ Special Concrete Finishing	___ Decomposed Granite Paving	___ Parking Lots	___ Tennis Courts
___ Basketball Court	___ Play Equipment Installation	___ Benches	___ Picnic Tables	___ Lighting
___ Drinking Fountains	___ Masonry Block Work	___ Backstops	___ Restroom Facilities	___ Landscaping
___ Other (specify)	_____			

3. Project Name: _____ Acres _____ Location: _____
Owner: _____ Contact Person: _____
Phone: (_____) _____ Contract Amount: $_____ Year Completed _____
Landscape Architect/Architect: _____ Phone: (_____) _____

Scope of Work (check all those that apply):

___ Grading	___ Drainage	___ Irrigation	___ Asphalt Concrete Work	___ Concrete Forming
___ Concrete Flatwork	___ Special Concrete Finishing	___ Decomposed Granite Paving	___ Parking Lots	___ Tennis Courts
___ Basketball Court	___ Play Equipment Installation	___ Benches	___ Picnic Tables	___ Lighting
___ Drinking Fountains	___ Masonry Block Work	___ Backstops	___ Restroom Facilities	___ Landscaping
___ Other (specify)	_____			

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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)

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Bidder Certification of Non-Collusion

Community Development Block Grant (CDBG) Program

Project	
Firm/CSLB#	
Firm Address	

Bidder hereby certifies (s)he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her. Bidder further certifies that the proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of project or of any other bidder or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Roseville, or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

I hereby certify the above.

Signed		Date	
Name		Title	

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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: _____

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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: _____

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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

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END OF PROPOSAL

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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 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

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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 standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

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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
_____	_____
_____	_____
_____	_____
_____	_____

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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.

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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 STRUCTURAL 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.

15. FEDERAL CONTRACTING REQUIREMENTS. CONTRACTOR shall adhere to all requirements set forth in the FHWA-1273 form entitled "Required Contract Provisions Federal-Aid Construction Contracts" which is attached hereto in its entirety as Exhibit "A" and incorporated herein by this reference. The current wage determination for federal minimum wage rates established by the United States Secretary of Labor referenced in Section IV of Exhibit "A" is set forth in Exhibit "B," also attached hereto and incorporated herein by this reference.

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.

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CITY OF ROSEVILLE, a
municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name:_____

Title:_____

_____, a
_____

BY: _____
its: _____

and

BY: _____
its: _____

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EXHIBIT “A”

FHWA-1273 Form

Not for Construction
For Council Approval

EXHIBIT “B”

Federal Minimum Wage Rates

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INSURANCE BROKER INFORMATION PACKET

Project: Johnson Poolhouse Renovation

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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Public Works Faithful Performance Bond	INS 10
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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 Johnson Poolhouse Renovation. 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: Heather Buck

City of Roseville, Parks, Recreation & Libraries

316 Vernon Street, Suite 400

Roseville, CA 95678

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.

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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

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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

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the Contractor.

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

f. Waiver of subrogation endorsement.

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

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

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

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

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5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not** x **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:** Pollution coverage is not required.

[redacted]

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[redacted]

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

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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

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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.

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Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: Johnson Poolhouse Renovation)

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

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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]

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

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: ____ _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

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Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: Johnson Poolhouse Renovation)

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.

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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:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

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For Council Approval

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

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For Council Approval

CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

SECTION 1: DEFINITIONS AND TERMS GC-1:1

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1-1.03	ADDENDUM	GC-1:1
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1-1.05	ASSESSMENT	GC-1:1
1-1.06	BENEFICIAL OCCUPANCY	GC-1:2
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1-1.08	BIDDER	GC-1:2
1-1.09	BIDDING DOCUMENTS	GC-1:2
1-1.10	CHANGE ORDER	GC-1:2
1-1.11	CITY	GC-1:2
1-1.12	CITY ATTORNEY	GC-1:2
1-1.13	CITY CLERK	GC-1:2
1-1.14	CLAIM	GC-1:2
1-1.15	CONSTRUCTION SCHEDULE	GC-1:3
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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

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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

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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

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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

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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

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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

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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

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

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

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

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

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

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

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

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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

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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

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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.

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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

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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

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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

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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-

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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.

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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

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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,

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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

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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."

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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

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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

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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

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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.

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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

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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

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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.

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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

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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

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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

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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

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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.

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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.

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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

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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.

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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:

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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

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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

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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

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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,

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furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address: http://www.dot.ca.gov/hq/construc/equipmnt.html. Equipment located at a Work Site and utilized on non-Force Account work shall not eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

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

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

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

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

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(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.

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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

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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.

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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.

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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

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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

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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

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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.

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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

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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

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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.

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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

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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

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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.

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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

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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

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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.**

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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

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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

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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

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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

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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

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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.

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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

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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

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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

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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

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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

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

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

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

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

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

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

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

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

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

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

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

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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

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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

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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

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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.

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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

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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.

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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

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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

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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

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

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

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

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

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

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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.

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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

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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

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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.

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

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

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

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

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO ACCEPTANCE.** The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

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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,

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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.

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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.

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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.

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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.

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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

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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

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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.

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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.

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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

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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.

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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

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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

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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

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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

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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)

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(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

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(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.

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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.

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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

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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

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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").

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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

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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

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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

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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

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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

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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

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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

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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

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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.

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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

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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

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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

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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.

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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

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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,

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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

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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

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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

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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

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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

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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

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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

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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

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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.

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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

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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:

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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.

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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

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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.

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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]

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SUPPLEMENTAL CONDITIONS

Project: Johnson Poolhouse Renovation

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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
x	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.

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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 Parks Recreation & Libraries Department of the City of Roseville.

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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 14 Days after receipt of the submittal by the Director.

2.1.28 PROJECT DOCUMENTS. Potential bidders are advised to obtain all documents and specifications related to this project directly from the City of Roseville. The City of Roseville does not guarantee the accuracy of any forms, plans, or project manuals obtained through outside sources other than the City of Roseville. Furthermore, the City does not guarantee the distribution of any addendums or the accuracy of their content if obtained from a third party. Bidders expressly assume the risk that their bid will be rejected from the use of plans and manuals obtained from third parties other than the City of Roseville

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SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

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SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

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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.

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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 0 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 100 business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be 30 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 $ 800 per Day.

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SECTION 7: ACCEPTANCE AND PAYMENT

7-1.07 PROGRESS PAYMENTS. Section 7-1.07 of the General Conditions is amended to include the following:

The Contractor shall email an electronic copy of Certified Payroll Reports to the Project Manager along with each Application for Payment.

[END OF SUPPLEMENTAL CONDITIONS]

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SPECIFICATIONS

Project: Johnson Poolhouse Renovation

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SECTION 01 01 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The Johnson Pool House Remodel at 100 D Street, Roseville, California, includes selective site and building demolition, site and building accessibility upgrades and related mechanical, electrical and plumbing upgrades

B. Construction shall be in conformance with the California Building Code, current adopted edition, and all local codes and ordinances.

C. The Standard Specifications for Public Works Construction (2006) commonly referred to as the "Green Book" (excluding Sections 1-9), Current Standard Drawings of the County of Fresno, Current Regional Standard Drawings, California Department of Transportation (CalTrans) Standard Plans (July 2002) , and State of California Manual of Traffic Controls (1990), are made a part of these Specifications. All provisions applicable to the work to be performed in accordance with these drawings and Special Provisions if this project shall apply whether specifically referred to or not. References to these Standard Specifications have been made in the Special Provisions. These references apply directly to the work the Contractor is to perform.

1.02 CONTRACTOR RESPONSIBILITIES

A. In addition to the work described elsewhere in the Contract Documents, the Contractor shall be responsible for:

1. Coordination with all utility companies and public agencies including but not limited to, City of Parlier, Pacific Gas and Electric, ATT Telephone, and Cable Television.

B. Cautions: Because of the limitations of available as-built information, there is no assurance that all existing utilities are shown. The contractor shall proceed with caution to ensure that all utilities encountered, whether or not of record, shall be protected from damage. The contractor shall take all precautions necessary to protect himself, all his employees and subcontractors, and the general public from injury which may result from contact with utility services.

C. The District has endeavored to determine the existence of utilities at the site of the work from the records of the District of known utilities in the vicinity of the work. The positions of these utilities as derived from such records are shown on the plans.

D. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. The Contractor shall immediately notify the Architect as to any utility discovered by him in a different position than shown on the plans or which is not shown on the plans.

E. The Contractor shall pothole, and locate, existing service lines to prevent damage and inconvenience to the public. The Contractor shall be responsible for the replacement of any disturbed utility lines and sprinkler systems as a part of this Contract, and full compensation for such work shall be considered as included in the Contract Price. The public utility, where they are the City, shall have the sole discretion to perform repairs or relocation work, or permit the

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Contractor to do such repairs or relocation work at a reasonable price. An existing utility which is damaged as a result of the Contractor's operations shall also be removed or replaced at the Contractor's expense. The Contractor shall contact and coordinate with the utility and the District for the relocation and/or replacement of their facility within the work area.

F. If the Contractor, while performing the Contract, discovers utility facilities not identified by the District in the Contract Drawings or Specifications, it shall immediately notify the Architect and utility in writing.

G. The fact that existing utilities and improvements, either above or below the ground surface, are not shown on the drawings shall not relieve the Contractor of liability for complete and careful protection of said utilities or improvements from damage as specified herein.

H. All repairs to damaged utilities or improvements shall be inspected and approved by an authorized representative of the utility and/or District before being concealed by backfill or other work.

J. In all cases of alteration or relocation of service connections, the Contractor shall notify the customer being affected a minimum of four (4) hours prior to said alteration or relocation, and service connection shall be returned to service in an amount of time not to exceed four (4) hours or as agreed between the parties.

K. Damage to any existing utility by the Contractor that is discovered within one year after acceptance of the work by the District shall be repaired by the contractor at his expense.

1.03 CONTRACTOR USE OF PREMISES

A. The Contractor shall confine the storage of materials and the operations of his workforce to limits indicated by law, ordinances, permits, the drawings and direction of the Architect, and shall not unreasonably encumber the premises.

B. Contractor shall be limited to the immediate site area for storage of all materials and equipment. No storage on adjacent streets or adjoining site areas will be permitted.

C. There shall be no accumulation of any debris, waste, surplus building materials in any portion of the job site. Remove all debris on a daily basis to a legal dumpster and arrange for disposal on a regular basis.

1. Refer to Section 01720, "Cleaning" for additional cleanup requirements.

1.04 SPECIAL CONDITIONS OF USE OF PREMISES

A. The maximum use of "low-noise emission products" as certified by the Environmental Protection Agency shall be made when available. No loud music will be permitted.

B. Harassment: There shall be no whistling, hooting, cat-calling or any other sort of verbal harassment of individuals passing by in the vicinity of the construction site.

C. Contractor and subcontractor workforce shall not park any vehicles in front of adjacent development. Street parking will be permitted, where allowed by law, on adjacent streets which do not contain residential development.

D. No alcohol or illegal drugs will be permitted on the premises.

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E. Smoking shall be limited to designated areas assigned by the Architect. No smoking will be permitted at any time within the buildings.

1.05 RESTRICTIONS ON OPERATIONS

A. Restrictions upon interrupting utility services: Existing utility service must be maintained at all times.

1. Ensure that new utility lines are complete including testing, except for the connections, before interrupting existing service.

2. A minimum of 15 working days notice is required prior to making any utility cutovers.

1.06 JOB SITE SAFETY

A. In submitting a bid, Contractor assumes all responsibility for construction means and methods and the maintenance of job-site safety of the Contractor's own forces, subcontractors, agents of the District, consultants to the District, and the general public.

B. During the entire construction period, it shall be the responsibility of the Contractor to maintain conditions at the job site so as to meet in all respects the requirements of the Occupational Safety and Health Act, OSHA. This provision shall cover the Contractor's employees and all other persons working upon or visiting the site. To this end, the Contractor shall inform himself and his representative of OSHA standards.

C. All personnel on site are required to wear OSHA approved safety glasses and hardhats at all times.

1.07 SECURITY PROCEDURES

A. Contractor shall limit access to the site to persons involved in the work. Contractor shall completely enclose site with semi-permanent fencing (chain link).

1. The Contractor shall be fully responsible to the District for acts of his subcontractors and of persons directly employed by him.

B. Contractor shall provide secure storage for materials for which the District has made payment and which are stored on site.

C. Contractor shall secure completed work as required to prevent loss.

1. Protective methods shall be at the discretion of the Contractor as long as said methods comply with other provisions of the Contract.

2. Wherever such damage does occur, the Contractor shall, at no expense to the District and as directed by the Architect, completely repair all damaged work.

1.08 SHORING AND BRACING

A. The Contractor shall be responsible for the design and construction of all needed shoring and bracing necessary to construct this project and shall have a licensed Civil Engineer design same. Costs for design of shoring and bracing shall be borne by the Contractor.

1. Shoring plans shall be submitted to the Architect a minimum of 10 days prior to commencing work.

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B. Shoring is considered to be adequate sheeting, shoring, bracing, or equivalent method for (1) protection of life and limb which conform to applicable safety orders; (2) protection of existing underground and above ground private and public improvements; and (3) the remedy of any and all conditions encountered, regardless of depth, (including, but not limited to trench sloughing, pavement separation, etc.) during the construction of the project.

C. The Contractor shall notify the Architect if unusual or latent or presently unknown conditions are encountered which might affect the structural stability of work to follow, or if existing conditions are found to be different than those indicated.

1.09 COORDINATION

A. The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Architect of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern over small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

B. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications. Coordinate work of the various sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.

1. Work not specifically indicated or specified but which is required for the completion of the work shall be provided in the same manner as similar work which is required or specified without additional charge to the District.

2. Where a portion of the work is drawn and the remainder is indicated in outline, the drawn portion shall also apply to all other like portions of the work. Where particular installation or details are indicated by outline, marked "typical" or are obviously intended to match similar items shown in greater detail elsewhere, they shall be completed as if fully drawn, detailed or specified in strict compliance with the requirements of other similar parts of the work.

C. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

1. The actual limitations of work in the various trades and/or sections of the specifications are the responsibility of the Contractor.

2. Where devices or items, or parts thereof, are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to complete the work properly.

D. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduits, as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

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1. The placement of pipes, conduit, etc., and the location, size and reinforcement of holes in the building structure shall conform to the structural drawings and specifications. When the requirements of the Mechanical, Electrical, Sprinklers, or other sections of the specifications or drawings are in conflict with the structural requirements, the structural requirements shall take precedence. Where the safety of the building structure is threatened, due to mechanical, electrical or other work or holes required for such work, modifications shall be made as directed by the Architect.

2. It is the Contractor's responsibility to coordinate the work so as to minimize conflicts and optimize efficiency.

E. In finished areas, except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

F. CORRELATION AND INTENT OF DOCUMENTS

1. It is the intent of the Documents to establish minimum quality and certain design standards that must be met for this project. All products and systems shall be installed in no less manner than required by the documents. However, it is the Contractor's responsibility to assure that all products and systems are provided and installed in the best manner known to the industry and in strict accordance with manufacturers' instructions. Contractors shall examine conditions and substrates as drawn, specified, or existing that will receive their work and advice the General Contractor, prior to bidding, of any conditions detrimental to their work or of aesthetic or design standards which they cannot meet.

2. The Contractor shall coordinate the layout of his work with that of any sub-contractors and with existing conditions. No additional costs will be paid by the District to resolve utilities routing problems or similar problems that could have been avoided by proper coordination among the subcontractors or by proper anticipation of potential problems by the General Contractor.

1.10 FIELD ENGINEERING

A. Contractor shall provide all field engineering services; establish grades, lines, and levels, by use of recognized engineering survey practices.

1. Contractor shall obtain electronic copies of the civil engineering plans prior to commencing survey work.

2. Surveyor shall verify that all coordinates listed are correct with dimensions and details indicated elsewhere. Any discrepancies should be brought to the Architect’s attention prior to start of excavation work.

1.11 REFERENCE STANDARDS

A. For Products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. The date of the standard is that in effect as of the building permit date, except when a specific date is specified.

C. Obtain copies of standards when required by Contract Documents. Maintain copy at jobsite during progress of the specific work.

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1.12 WORK BY OWNER

A. Items noted as “NIC” will be furnished and installed by the Owner.

1.13 OWNER FURNISHED PRODUCTS

A. Items noted as “OFCI” (Owner Furnished, Contractor Installed) will be furnished by the Owner and installed by the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 00 10 50

FIELD ENGINEERING

PART 1 - GENERAL

1.01SUMMARY

A. Contractor shall engage services of a Surveyor to establish all grades, lines and levels, and as follows:

1. Each separate Subcontractor shall be responsible for layout of his own Work from grades, lines and levels established by Contractor.

B. Payment for Survey work performed by the contractor shall be considered to be included in the contract lump sum price paid for Construction and no additional allowance shall be made therefore.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Applicable Sections: Division 1.

B. Project Closeout: Division 1.

C. Project Record Documents: Division 1.

1.03 SUBMITTALS

A. Submit per the requirements of Division 1.

B. Name, Address, and Telephone Number of Surveyor: Prior to starting surveyor work.

C. Documentation Verifying Accuracy of Survey Work: Upon request.

D. Reference Point Survey: Including field notes for record.

E. Certification: Signed and sealed by Surveyor showing that elevations and locations of all improvements are or are not in conformance with Contract Documents.

F. Record Documents: Under provisions of Division 1.

1.04 QUALITY CONTROL

A. Surveyor: Licensed in State of California.

1.05 PROJECT RECORD DOCUMENTS

A. Maintain complete, accurate log of control and survey work as it progresses.

B. Record on Project Record Documents all pertinent information under provisions of Division 1.

C. On completion of foundation walls and major Project Site improvements prepare a certified survey showing dimension, locations, angles and elevations of construction and project site work.

D. Submit project record documents as specified.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 EXECUTION

A. Verify locations of survey control points prior to starting Work. Promptly notify Architect of any discrepancies discovered.

3.02 SURVEY REFERENCE POINTS

A. Project survey control points prior to starting Project Site work; preserve permanent reference points during construction. Make no changes without prior written notice to Architect.

B. Promptly report to Architect the destruction of any reference point or relocation required because of changed in grades or other reasons. Replace dislocated survey control points based on original survey control.

3.03 SURVEY REQUIREMENTS

A. Use instruments to establish a minimum of two (2) permanent benchmarks on Project Site. Reference benchmarks to data established by survey control points. Record benchmark locations with horizontal and vertical data for Project Record Documents. Reference these benchmarks to finished floor lines and grades. Provide accurate alignment and level of Work, and correct slope and curvatures as required.

B. Periodically verify layouts and elevations by same means. No extra charges will be allowed for differences between dimensions and elevations shown and actual measurements. Advise the Architect of any differences. Do not provide filler pieces or closures without approval of the Architect.

C. Prepare Project Record Documents of grading, layout and Project Site utility plan showing final installation of all Project Site improvements and utilities, including storm water, sanitary, water, gas and electric lines for permanent record.

3.04 SETTLEMENT SURVEY

A. Prior to start of construction operations, fix elevation targets to surrounding buildings. Targets shall be located minimum at each corner of building and maximum 100 feet on center.

B. Perform surveys to determine elevation of targets in relation to benchmarks which shall not be disturbed by construction.

END OF SECTION

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SECTION 01 20 00

PROJECT MEETINGS

PART 1 - GENERAL

1.01 PRE-CONSTRUCTION CONFERENCE

A. The Architect will schedule conference prior to Contractor occupancy.

B. Attendance: Owner's Representatives, Architect, Contractor, and major Subcontractors.

C. The purpose of the conference is to establish the working relationships between the City, the Architect and the Contractor during the construction of the project. Areas of responsibility, operational procedures, payment processing, and scheduling will be covered in detail.

1.02 PROGRESS MEETINGS

A. Contractor shall schedule and conduct progress meetings during the construction project.

1. At a minimum, scheduled site meetings will be held every week during the course of construction at an agreed upon time.

B. The following are required to attend the progress meetings: Contractor, District Representative, Architect, Project superintendent, Major subcontractors and suppliers and others who have an interest in the agenda.

C. Contractor shall prepare and distribute an agenda prior to the meetings; the following topics shall be covered when applicable:

1. Minutes of previous meeting.

2. Status of submittals and impending submittals.

3. Off-site fabrication and delivery schedules.

4. Review of the actual progress as documented in the Schedule and the 3-week look ahead schedule.

5. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.

6. Progress expected to be made during the next period.

7. Actual and potential problems.

8. Develop corrective measures and procedures to regained planned schedule.

9. Status of corrective work ordered by the City's Representative.

10. Potential Change Order issues.

11. Requests for Information and Clarifications.

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D. Contractor shall record minutes and distribute copies to the Architect and all participants and to all entities affected by decisions made.

1.03 PAYMENT

A. Full compensation for the required meetings shall be considered as included in the contract price paid for the various items of work involved, and no additional compensation shall be allowed therefore.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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DOCUMENT 01 20 10

MEASUREMENT AND PAYMENT

1. GENERAL

1.01 Summary. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02 References: California Public Contract Code, Code of Civil Procedure, Government Code

1.03 Composition and Scope of Contract Sum.

A. Scope of Contract Sum

1. The Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, al labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.

2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof.

B. Unit Price Items

1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by Owner based on, so far as practicable, actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, within prescribed or ordered limits, and no payments will be made for Work unsatisfactorily performed or done outside of limits.

2. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities bid or otherwise stated in the Contract Documents. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scales.

C. Lump Sum Items

1. When estimated quantity for a specific portion of Work is not indicated and/or Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.

2. Payment for lump sum Work, or items of Work subject to a lump sum (e.g. without limitation, change order work), shall be made on the basis

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of satisfactory completion of such Work or work item, earned in progressive stages in accordance with the Contract Documents, up to but not exceeding the Contractor's percentage completion of the Work or item.

3. Lump sum items shall be paid based upon the approved Schedule of Values, which shall be used to measure progressive payments based upon satisfactory progress towards completion of the item.

D. Allowance Items. Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract price accordingly.

1.04 Payment Procedures

A. Schedule of Values

1. Within ten Days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown shall be referred to as the Schedule of Values.

2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site clean up and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.

3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values, are in fact reasonable cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.

4. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.

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B. Contractor's Requests for Progress Payments. If requested by Contractor, progress payments will be made monthly, under the following conditions:

1. On or before the 25th Day of each month, Contractor shall submit to Owner five copies of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of the current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Owner and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.

2. Except as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to the Owner the Contractor's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment.

3. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner's sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.

4. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to Owner.

5. If Owner requires substantiating data, Contractor shall submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.

6. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

C. Owner's Review of Progress Payment Applications

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1. Owner will review Contractor's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

2. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.

3. Pursuant to California Public Contract Code §20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (1) of Section 685.010 of the California Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.

4. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In Owner's sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, Owner may retain an additional 5% of any earned amounts until such requirements are satisfied.

5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from contractor and subcontractors for the current payment period.

D. Payment for Material and Equipment Not Yet Incorporated Into the Work

1. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified elsewhere in the Contract Documents or as may be agreed to by Owner in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:

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a. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.

b. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner.

2. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.

3. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense.

4. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.

5. Contractor's Application or Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangement to the protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application or Payment relates, as well as unconditional releases of the same from the same as to the previous Application or Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.05 Final Payment

A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punch list, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.

B. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of

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Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

C. Final Accounting.

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.

2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 6530 (Agreement and Release of Claims).

1.06 Substitution of Securities. Public Contract Code Section 22300. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

A. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, 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 Contractor and Owner which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.

B. Alternatively, Contractor may request and Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the work of the Contract documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrows agent from Owner. Contractor shall then pay to each Subcontractor, not later than 20 Days after 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 Contractor.

C. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.

D. Contractor may enter into an escrow agreement, form included in Contract Document, as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contactor, and termination of escrow upon completion of Contract Documents.

E. Public Contract Code Section 22300, in effect on Bid Day, is hereby incorporated in full by this reference and shall supersede anything inconsistent therewith.

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SECTION 01 26 00

MODIFICATION PROCEDURES

1. GENERAL

1.01 Summary

A. Section includes requirements that supplement Document 00 7200 (General Conditions).

B. Description of procedures and documentation for modifying the Contract Documents and determining costs for changes in contract amounts.

1.02 Procedures for Contractor Initiated Change Order

A. Contractor-Initiated Change procedures

1. Contractor may initiate changes using the procedures and forms included in this Project Manual or any Supplemental Owner Procedures Manual. Immediately or within 7 days of identifying the potential change, submit a Change Notice (CN) describing the scope and reason or justification for the change and a deadline for its approval. The Owner shall review and respond promptly providing any direction to Contractor or indicating any disagreement with its merit.

2. Contractor shall then within an additional 7 days after its Change Notice (or 14 days total), submit its Cost Proposal (CP). For time critical work, Contractor shall submit the CP more quickly to avoid delay. Cost proposal shall include a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup and any requested changes to Contract Time as describe in following pages. All Subcontractor Work shall be so indicated. Individual entries on the CP form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CP with a detailed breakdown, Owner will act promptly thereon. In the event Owner fails to respond to a CP within 30 days of receipt, then the CP shall be deemed denied.

3. Detailed procedures for processing and resolving the change are described in 1.04 below.

B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations:

1. Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CN.

2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided or approved by

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Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

4. Owner will respond within a reasonable time from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors. The reasonableness of the time for response shall be based upon the scope of the RFI and the relative urgency of a response.

5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.

6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" or ".1". to indicate it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.

1.03 Procedures for Owner Initiated Change Order

A. Owner may, by Change Order Request ("COR") which may include or reference an Architect's Supplemental Instruction (ASI) or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time. An ASI will include narrative, drawing or other information describing scope of the change.

B. Detailed procedures for processing and resolving the change are described in 1.04 below.

1.04 Procedures that Apply to Contractor- and Owner-Initiated Change Orders

A. Either Contractor or Owner initiated changes shall follow the following procedures.

1. Upon receipt of Contractor's CP, Owner will review and either indicate its

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agreement, request specific changes or propose changes to make the proposed price or terms acceptable to Owner.

2. Contractor will promptly respond within seven (7) days and Owner and Contractor shall review and attempt to negotiate an acceptable lump sum price based on:

   a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or,

   b. Contractor may proceed on a not to exceed, cost reimbursable (force account) basis, while negotiating a firm price, with cost to be determined in a manner agreed. (When this option is selected, Contractor shall give Owner notice when it exceeds 75% of the NTE, the NTE shall become the final NTE for the agreed scope.).

3. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper review and resolution of a COR (or revised COR), Owner may issue a Change Directive (CD) as provided below.

4. Agreement on a change by either COR or CD shall be effective immediately and the Change Order Request shall be signed authorizing work to proceed then along with other COR's, finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.

B. Time Requirements

1. If Contractor believes that an Owner response to an RFI, submittal or other Owner direction, results in change in Contract Sum or Contract Time, Contractor shall notify Owner with the issuance of a CP within seven Days after issuing its Change Notice or receiving Owner's COR, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 7200 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension, then Contractor shall submit the required Time Impact Analysis (TIE) concurrently with the CP and in no event later than ten Days after providing the notice of delay.

2. If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may so notify the Owner and then submit an updated and final CP and TIE within 14 days of submitting its Notice of Delay.

3. If Owner agrees with Contractor's CP and/or TIE, then Owner will prepare a Change Order for Owner and Contractor signatures. If Owner disagrees with Contractor and after attempting to resolve the matter and is unable will so notify the Contractor of Owner proposed resolution. If

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Contractor agrees, then this will be made a change order; or if Contractor disagrees, then Contractor may give notice of potential claim and proceed as provided in Article 12 of Document 00 7200 (General Conditions).

4. Contractor must submit CPs, notices of potential claim or Claims within the required time periods. Any failure to do so waives Contractor's right to a COR or file a Claim.

C. Cost-Estimate Information. Contractor and subcontractors shall, upon Owner's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its COR or Claims arising from changes in the Work.

D. Adjustment of Schedules to Reflect Change Orders or CDs

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.

3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

E. Required Documentation for Adjustments to Contract Amounts

1. For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.

2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.

3. Contractor shall, on request, provide additional data to support computations for:

a. Quantities of products, materials, labor and equipment.

b. Taxes, insurance, and bonds.

c. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.

d. Credit for deletions from Contract, similarly documented.

4. Contractor shall support each claim or computation for additional cost, with additional information including:

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a. Origin and date of claim or request for additional compensation.

b. Dates and times Work was performed and by whom.

c. Time records and wage rates paid.

d. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

e. Credit for deletions from Contract, similarly documented.

F. Responses and Disputes

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.

2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

1.05 Cost Determination for Changes in Contract Amounts

A. Calculation of Total Cost of Extra Work

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost(s)); Component 2 (Markup); and, Component 3 (bonds, insurance, taxes)

2. Component 1: Direct Cost(s) of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, material costs and equipment rental costs, as defined herein;

3. Component 2: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and

4. Component 3: Actual additional costs for any additionally required insurance, bonds, and/or taxes, defined herein, is calculated without Markup.

B. Measurement and Composition of Direct Cost Of Construction (Cost Component No. 1). Component 1 has four sub-components: Labor, Equipment, Materials, and Subcontractors.

1. Measurement of Cost of Labor (Component 1A). Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:

a. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

b. Labor surcharge: Payments imposed by local, county, state, and

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federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.

c. Cost of labor shall include no other costs, fees or charges.

d. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.

e. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, delivered to Owner weekly.

2. Measurement of Cost of Equipment (Component 1B).

a. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of Equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.

b. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.

c. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the CalTrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (AED) book.

d. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

e. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and

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having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

f. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:

1) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

2) When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.

3) Dates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.

g. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

1) Owner will pay for costs of loading and unloading equipment.

2) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.

3) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.

4) Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.

5) Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight, less number of hours equipment

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is inoperative due to breakdowns.

h. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).

i. Equipment costs shall include no other costs, fees or charges.

3. Measurement of Cost of Material (Component 1C). Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:

a. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.

b. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

c. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.

d. Material costs shall include no other costs, fees or charges.

4. Measurement of Cost of Subcontractors (Component 1D). Where reimbursed or calculated per the terms of the Contract Documents, change order or Change Directive, cost of Subcontractors shall be calculated as amounts earned by Subcontractors procured in compliance with the Contract Documents and approved by the Owner, provided such subcontractor earned amounts meet the following requirements:

a. Such amounts are earned under the terms of the Subcontracts and the Work complies with the terms of the Contract Documents;

b. Such amounts are properly requested, documented and permitted under the terms of the subcontract(s) and the Contract Documents.

c. Total cost to Owner of Direct Costs of Construction (labor, equipment, materials), Markup, and costs of bonds, insurance and taxes, conform to contract limitations (i.e., totals paid by Owner do not exceed the 20% Markup limitation.).

C. Measurement and Payment of Mark Up (Cost Component 2)

1. Markup Percentages for Changed Work (Component 2):

a. Markup on Direct Cost of labor and materials for extra Work shall be 15%. Markup on Direct Cost of equipment for extra Work shall be 15%.

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b. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on “Component 1” Direct Costs shall not exceed 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.

c. Under no circumstances shall the total Markup on any extra Work exceed twenty (20) percent, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.

d. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

2. Measurement and Payment of Mark Up (Component 2). Mark Up (Component 2) provides complete compensation to Contractor for:

a. All Contractor profit;

b. All Contractor home-office overhead;

c. All Contractor assumption of risk assigned to Contractor under the Contract Documents;

d. Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements.

e. Profit. Compensation for profit included within Component 2 (Mark Up), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.

f. Home Office Expenses. Compensation for home office expenses included within Component 2 (Mark Up), includes without limitation: Salaries and other compensation of any type of Contractor’s personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor at any location other than the Project specific site office, including without limitation, Contractor’s principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor’s capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.

g. Assumption of Risk. Compensation for Contractor’s assumption of risk under the Contract Documents, included within Component 2 (Mark Up), includes without limitation loss, cost,

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damage, expense or liability resulting directly or indirectly from any of the following causes ("unallowable costs"), for Contractor and subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-comforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.

h. General Conditions and Division 1 General Requirements. Compensation for Contractor's General Conditions and General Requirements Costs included within Component 2 (Mark Up), includes compensation to Contractor for: Contractor's direct costs, without overhead or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subconsultant's employees (if any), while and only to the extent they are performing Work at the Project Site. Personnel and Work compensated by this Component include without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; estimating. Compensation for Contractor's General Requirements Costs included within Component 2 (Mark Up), compensates Contractor for its "General Requirements" Costs, including without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor's motor vehicles used by any Contractor's personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

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i. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by the Markup component do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; extra security required specifically for the changed work.

D. Measurement and payment of Bonds Insurance taxes (Component 3). Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as **"BIT".** All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included. There is no mark up on BIT.

1.06 Effect Of Payment

A. Change Order Compensation is All-Inclusive

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.

2. Payment for Direct Cost of Construction (Component 1) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.

3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.

4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending the Contract Time. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are (i.) actually incurred performing the Work, (ii.) not compensated by the Markup allowed, and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not

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seek or recover such costs using formulas (e.g., *Eichleay*).

C. LIMITS OF LIABILITY / ACCORD AND SATISFACTION

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.

2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.

3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.

4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 7200 (General Conditions) no later than thirty (30) days after Contractor's first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor's representation of its agreement with this provision.

1.07 Miscellaneous Requirements

A. Owner-Furnished Materials. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records And Certification

1. All charges shall be recorded daily and summarized in Daily Time Record form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.

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2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

END OF DOCUMENT

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SECTION 01 30 00

SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS:

A. The types of submittal requirements specific in this Section include: Shop Drawings, product data, samples, catalog data, equipment and material lists, elementary diagrams, wiring diagrams, installation instructions, maintenance manuals and instructions, operation brochures and miscellaneous work-related submittals. Individual submittal requirements are specified in applicable sections of each unit of work. Refer to other Sections of the specifications and other Contract Documents of this project of administrative submittals.

B. Definitions: Work-related submittals of this Section are categorized for convenience as follows:

C. Shop Drawings: These include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects.

D. Product Data: These include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed therein.

E. Samples: These include both fabricated and un-fabricated physical examples of materials, products and units of work; both as complete units and as smaller portions of units of work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.

F. Mock-Ups: These are a special form of samples, which are too large or otherwise inconvenient for handling in specified manner for transmittal of sample submittals.

G. Long Lead Items: These may include traffic signal equipment, underground utilities, hardware, lighting fixtures, and HVAC equipment. Submittals for each of these items shall be submitted to Project Manager / Project Engineer and/or the Architect within 30 days after Notice of Award of Contract.

H. Miscellaneous Submittals: Related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock and similar information, devices and materials applicable to the work and not processed as Shop Drawings, product data or samples.

1.02 GENERAL REQUIREMENTS

A. Submittals: Submittals by the Contractor shall include a typewritten list showing each item and manufacturer for approval and review by the Architect and/or the Engineer. All submittals that include equipment, which form a system or subsystem, shall be submitted simultaneously for coordination purposes. These submittals shall be corrected by the Contractor to "as-built" conditions prior to the completion of the Project and turned over to the Owner

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B. Catalogs: Catalogs for submittals shall have unrelated pages removed, or clearly marked "NOT APPLICABLE", and shall have capacities and specified parameters relating to the item or items clearly marked.

C. Maintenance Manuals and Instructions: Shall indicate routine-type work defined by step-by-step instructions, that should be performed to insure long life and proper operations; the recommended frequency of performance is also to be included. Instructions should include possible trouble spots with diagnosis and correction of each. These manuals shall be submitted to the Owner when the equipment is delivered to the site.

D. Operating Manuals: Shall describe function of each component or subassembly in block-diagram-type presentation to a degree that a mechanic will understand the product well enough to operate and maintain it. These manuals shall be submitted to the Owner when the equipment is delivered to the site.

E. Record Drawings: Contractor shall prepare a set of record prints showing "as-built" installations of products and materials which differ from the Contract Drawings. Marked-up "as-built" prints shall be submitted to the Owner upon completion and acceptance of Project by the Owner, and will be condition of final payment.

F. Submittal Size and Identification: The size of submittal shall be suitable for intended purpose. Minimum size 8-1/2" by 11" drawn to an indicated scale and dimensioned in English (not metric) measurements. Each submittal shall indicate:

1. Name and originating company or firm.
2. Contractor's name.
3. Subcontractor's and supplier's name.
4. Preparation and revision dates.
5. Street sequence number.
6. Project title.
7. Description of each enclosure.
8. Specification reference.
9. Reference to any prior actions on the submission.
10. Full identification of materials called out.
11. Statements of reason for any proposed change, proposed adjustment in price and contract time when shop drawings show variations from Contract requirements.

G. Submittal Quantities: Contractor shall provide submittals electronically.

H. Review by the Architect:

1. Submittals stamped "NO EXCEPTION TAKEN", requires no further action by the Architect and fabrication and/or construction may proceed.

2. Submittals stamped "MAKE CORRECTIONS NOTED" requires no further action by the Architect and fabrication and/or construction may proceed contingent upon all corrections being made as noted.

3. Submittals stamped "REJECTED" or "REVISE AND RESUBMIT", requires the Contractor to resubmit them with reasonable promptness and no fabrication or construction may begin.

4. Resubmittals. If first or subsequent submittal is stamped "REJECTED" or "REVISE

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AND RESUBMIT", corrective action shall be taken and resubmittal procedure shall be same as for first submittal. A resubmittal shall be assigned a new number with reference made to the original submittal number. The Contractor shall direct specific attention in writing or on resubmitted shop drawing to revisions other than the correction requested by the Architect or previous submissions.

a. If more than one resubmittal is required the contractor will be charged for the Architect's time to review any subsequent resubmittals.

J. The Architect will check and review, with reasonable promptness, such drawings and schedules only for conformance with the design concept of the project and compliance with information given in the contract documents. When so directed by the Architect, the Contractor shall make any and all corrections required by the Architect.

1.03 SAMPLES

A. Furnish for review five (5) samples of the various materials, together with the finish thereon, as specified for and intended to be used on or in the work. Samples shall be sent to the office of the Architect, carriage prepaid.

B. Submit all samples for review before purchasing, fabricating, applying, or installing such materials and finishes. The Architect will review or ask for resubmission of samples within 10 days of the Contractor's submission. All reviews will be in writing.

C. The sample shall be assigned a submittal number. A covering letter shall accompany the sample and shall list all items being transmitted, designating their particular usage and location in the project and shall be identified as to manufacturer, trade name, style, model, etc. A Minimum of three reviewed samples shall be returned to the Contractor.

D. Review of a sample shall not be taken in itself to change or modify any contract requirement. All materials, finishes, and workmanship in the complete building shall be equal in every respect to that of the reviewed sample.

E. All samples where applicable shall be 8" x 10" in size and shall be limited in thickness to a minimum consistent with sample analysis. In lieu thereof, the actual full size item shall be submitted.

F. Samples of value may be returned to the Contractor for use in the project after review, analysis, comparison and/or testing as may be required by the Architect.

G. Field samples shall be prepared at the site by the Contractor as specified in the various sections of these Specifications. Affected finished work shall not be commenced until the Architect has given a written approval for the field samples.

1.04 SHOP DRAWINGS

A. The Contractor shall check and verify all field measurements and shall submit for review, with such promptness as to cause no delay in his own work or in that of any other contractor or subcontractor, all shop or setting drawings and schedules required for the work of the various trades.

B. The term "shop drawings" as used herein includes fabrication, erection and installation, layout, and setting drawings, manufacturers' standard drawings, descriptive literature, catalogues and brochures, performance and test data, wiring and control diagrams, all other

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drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, methods of construction as may be required to show that the materials, equipment or systems, and the positions thereof conform to the Contract Documents. As used herein, the term "manufactured" applies to standard units' usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.

C. Shop drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation of adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions. Shop drawings shall be drawn to scale and shall be completely dimensioned.

D. The shop drawings and all supporting data, catalogs, etc., shall be prepared by the Contractor or his suppliers and subcontractors, but shall be submitted as the instruments of the Contractor.

E. The Contractor shall check the drawings of his suppliers and subcontractors as well as his own drawings before submitting them to the Architect. In particular, the Contractor shall ascertain that the drawings meet all requirements of the contract drawings and specifications and conform to the structural and space conditions. If such shop drawings show variations from contract documents, whether because of standard shop practice or other reasons, the Contractor shall make special mention thereof in his letter of transmittal.

F. The Architect's review of shop drawings shall be general only and shall not relieve the Contractor from responsibility for errors of any sort, for deviations from drawings or specifications, or for conflict with the work of others that may result from such deviations. Architect's review of a separate item does not indicate a review of an assembly in which the item functions.

1.05 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options and other data; supplement manufacturer's standard data to provide information unique to the work. Include manufacturer's installation instructions when required by the specification section.

1.06 MANUFACTURER'S CERTIFICATES

A. Submit certificates, in duplicate, in accordance with requirements of each specification section.

1.07 TEST RESULTS

A. Submit test results, in duplicate, in accordance with requirements of each specification section.

1.08 SUBSTITUTIONS

A. Comply with requirements of Section 016300, for requests for substitutions.

END OF SECTION

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SECTION 01 32 30

PROGRESS SCHEDULES

1. SUMMARY

A. Perform scheduling of Work under this Contract in accordance with requirements of this Document 01 3230.

1. Development of schedule, cost, and resource loading of the Progress Schedule, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Document 01 3230.

2. The Schedule shall be cost-loaded based on Work Breakdown Structure/Schedule of Values as approved by Owner.

3. Preparation of three week “look ahead” schedules. The three-week look-ahead schedule shall list the trades scheduled for the following three weeks, the approximate resource assignment, and the progress in the past week on trades and work activities for the prior week’s three-week lookahead schedule for the prior week. The three-week look-ahead schedule shall be produced and presented at each weekly progress meeting and shall be coordinated with the schedule required under this Document 01 3230.

4. Submit schedules and reports as specified in Document 00 7200 (General Conditions).

B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.

C. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on a minimum of two prior, similar projects, and with first-hand knowledge of this Project.

2. GENERAL

A. Progress Schedule shall be based on and shall incorporate milestone and completion dates specified in the Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 5200 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by Owner. A Contract Modification shall formalize any such agreement.

C. The Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. Owner acceptance of Schedule shall be for its

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use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Contractor of its responsibility for means and methods of construction.

E. Transmit to Owner, no less than monthly, current progress schedule in electronic form, to include the entire electronic file without abridgment, inclusive of all updates.

3. INITIAL AND ORIGINAL PROGRESS SCHEDULE

A. Initial Schedule submitted for review at the Preconstruction Conference shall serve as Contractor's schedule for up to thirty (30) Days after the Notice to Proceed.

B. Initial Schedule must indicate detailed plan for the Work to be completed in first thirty (30) Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond thirty (30) Days in summary form.

C. Contractor shall submit its final Schedule for review no later than first progress payment. Original Schedule and all updates shall comp a standards herein.

D. All Schedules shall be time-scaled.

E. In lieu of providing a cost loaded schedule, Contractor shall provide Owner with a monthly cash flow schedule, showing Contractor's forecasted expenditures on a monthly basis through completion of the Project. Contractor's cash flow schedule shall be updated monthly and shall have sufficient detail and accuracy to form a reasonable basis, based upon currently available information, for Owner to project and plan for Project cash flow requirements for the Project duration.

F. Except as otherwise expressly provided in this Document 01 3230, meet with Owner to review and discuss each Schedule (i.e., Initial, Original and monthly updates) within seven (7) Days after each Schedule has been submitted to Owner.

1. Owner review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

2. Contractor shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by Owner. Resubmit Initial Schedule if requested by Owner.

G. Initial Schedule shall all identify the following milestone events:

1. Notice to Proceed date(s)

2. Substantial completion and project completion at each construction phase

3. Start and completion dates for Work in each occupied space

4. Utility connections

5. Inspections

H. Original Schedule and all updates shall identify all Work activities in proper sequence for the completion of the Work. Work activities shall include the following:

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1. Major Contractor-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or Owner prior approval.

   (a) Show dates for the submission, review, and approval of each submittal. Dates shall be shown for the procurement, fabrications, delivery, and installation of major equipment, materials, and building elements, and for scheduled activities designated by Owner.

   (b) A minimum of fifteen (15) working days shall be allotted for Owner review for each submittal.

2. System test dates;

3. Dates Contractor request designated working spaces, storage areas, access, and other facilities to be provided by Owner;

4. Dates Contractor requests orders and decisions from Owner;

5. Dates Contractor requests Owner-furnished equipment;

6. Dates Contractor requests Owner-furnished utilities;

7. Connection and relocation of existing utilities;

8. Connecting to or penetrating existing structures;

9. Dates Contractor requests access to areas requiring removal of Asbestos containing materials by Owner.

I. If Contractor is of the opinion that any of the Work included on its Schedule has been impacted, submit to Owner a written Time Impact Evaluation (TIE) in accordance with this Document 01 3230. The TIE shall be based on the most current update of the Initial Schedule.

4. SCHEDULE FORMAT AND LEVEL OF DETAIL

A. Utilize Primavera computer-scheduling software, for all scheduling including schedule updates, and employ scheduling personnel experienced and competent in it. For all activities or impacts shown in schedule, Contractor shall complete all data points in the software to specifically include the activities, their durations, their logic ties and their resources.

B. Each Schedule (Initial, Original and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:

1. All Contractor, Subcontractor. and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all Contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other Contractors.

2. Activities related to the delivery of Contractor and Owner-furnished equipment to be Contractor installed per Contract shall be shown.

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3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Contractor/Subcontractor responsibility to which they pertain.

4. Break up the Work schedule into activities of durations of approximately twenty-one (21) Work Days or less each, except for non-field construction activities or as otherwise deemed acceptable by Owner.

5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, material quantities, and scheduled/actual progress payments.

C. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

D. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

E. A three-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly in hard copy and electronically.

F. Monthly updates shall include schedule sorts in hard copy, by bid item (geographic work area) with critical items shown in red float and with early/late start and finish dates, to facilitate meaningful review and assessment of schedule.

5. MONTHLY SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Contractor’s Initial Schedule, Contractor shall monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.

1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.

2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect “as built” information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.

B. A meeting will be held on approximately the 25th of each month to review the Schedule update submittal and progress payment application.

1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; TIEs for Contract Modifications and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays and critical issues.

2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Contractor’s

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General Superintendent and Scheduler shall attend these meetings.

3. Plan on the meeting taking no less than four hours.

C. Within five Days after monthly Schedule update meeting, Contractor shall submit on CD the updated Schedule, and reports and charts, both in hard copy and on a CD.

D. Within a reasonable time of receipt of above-noted revised submittals, Owner will either accept or reject monthly schedule update submittal.

1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor's Application for Payment and a basis of such payment.

2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted. Owner may withhold five percent of monthly progress payment amount until acceptable schedule update is received.

E. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to Owner by Contractor under this Contract, Owner review or acceptance of any such report, curve, schedule or narrative, nor Owner failure to review same, shall have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract. Any Owner review is solely for Owner's internal consideration to reasonably ascertain likelihood of Contractor's achieving applicable Contract milestones, and Contractor may not rely thereon.

6. SCHEDULE REVISIONS

A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the Schedule, provide Owner with a written narrative with a full description and reasons for each Work activity that is revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Contractor shall clearly show and discuss any changes in the critical path, and provide the written narrative and schedule diagram for revisions three (3) Days in advance of the monthly schedule update meeting.

C. Schedule revisions shall not be incorporated into any schedule update until Owner has reviewed the revisions. Owner may request further information and justification for schedule revisions and, within three (3) Days, provide Owner with a complete written narrative response to Owner request.

D. If Owner does not accept Contractor's revision, and Contractor disagrees with Owner position, Contractor has seven (7) Days from receipt of Owner letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven (7) Days of Owner written rejection of a schedule revision shall be contractually interpreted as acceptance of Owner position, and Contractor waives its rights to subsequently dispute or file a claim regarding Owner position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, then Owner and Contractor's rights shall be as provided in Document 00 7200 (General Conditions) Section 12.

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E. At Owner discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

7. RECOVERY SCHEDULE

A. If a Schedule update shows a substantial completion date twenty-one (21) Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, Contractor shall submit to Owner within seven (7) Days the proposed revisions to recover the lost time. As part of this submittal, Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of Work. If Owner requests, Contractor shall show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

B. The revisions shall not be incorporated into any Schedule update until Owner has reviewed the revisions.

C. If Owner does not accept Contractor's revisions, Owner and Contractor shall follow the procedures in paragraphs 6.C through 6.E of this Document 01 3230.

D. At Owner discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

8. TIME IMPACT EVALUATION FOR CONTRACT MODIFICATIONS AND OTHER DELAYS

A. When Contractor is directed to proceed with changed work or otherwise requests a time extension, Contractor shall prepare and submit, within fourteen (14) Days from the direction to proceed, a Time Impact Evaluation (TIE) that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed work to the scheduled critical path.

B. Comply with the requirements of paragraph 8.A of this Document 01 3230 for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

C. Contractor is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Provide Owner with four copies of each TIE both in hard copy and CD.

D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount Owner allows, and Contractor may submit a claim for additional time claimed by Contractor as provided in Document 00 7200 (General Conditions).

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9. TIME EXTENSIONS

A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00 7200 (General Conditions).

B. Where an event for which Owner is responsible impacts the projected Substantial Completion date, Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Contractor shall also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate Owner-caused time impact. Contractor shall submit mitigation plan to Owner within fourteen (14) Days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under the Contract Documents for cumulative effect of changes.

E. Owner will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

F. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. Notwithstanding any other provision of this Document 01 3230, if Contractor does not submit a TIE within the required fourteen (14) Days for any issue, Contractor hereby agree that Contractor does not require a time extension for that issue.

10. PROJECT STATUS REPORTING

A. In addition to submittal requirements for scheduling identified in this Document 01 3230, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this Article.

B. Contractor shall prepare monthly written narrative reports of status of Project for submission to Owner. Written status reports shall include:

1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.

2. Progress made on critical activities indicated on each Schedule, including inspections.

3. Explanations for any lack of work on critical path activities planned to be performed during last month.

4. Explanations for any schedule changes, including changes to logic or to activity durations.

5. List of critical activities scheduled to be performed during the next month.

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6. Status of major material and equipment procurement.

7. Any delays or other problems encountered during reporting period and recommendations for action to prevent such delays or problems from re-occurring.

8. Printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.

   (a) Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.

   (b) Contractor shall explain all variances and mitigation measures.

9. Contractor may include any other information pertinent to status of Project. Include additional status information requested by Owner at no additional cost.

10. Status reports, and the information contained therein, shall not .be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

C. At the close of each workday provide Owner with report of Contractor and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries. Use form acceptable to Owner.

D. Submit all reports and schedule files in electronic format, in addition to written copies.

END OF DOCUMENT

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SECTION 01 35 10

SUSTAINABILITY (CALGreen) REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes general requirements and procedures for compliance with certain California Green Building Standards Code. The California Green Building Code is Part 11 of twelve parts of the official compilation and publication of the adoption, amendment and repeal of the building regulations to the California Code of Regulations, Title 24, also referred to as the California Building Standards Code.

1. This code contains both mandatory and voluntary green building measures. Mandatory and voluntary measures are identified in the appropriate application checklist contained in this code. Mandatory measures as outlined in the California Green Building Standards Code are a requirement of this contract. Voluntary measures are not required as a part of this contract.

2. Voluntary Tier 1 and Tier 2 measures are not required as part of the scope of work of this contract.

B. Related Sections include the following:

1. Divisions 2 through 48 Sections for CALGreen requirements specific to the Work of each of those Sections. These requirements may or may not include reference to CALGreen.

1.03 DEFINITIONS

A. CalGreen: California Green Building Standards Code

B. Recycled Content: The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer).

1. Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials.

2. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.

1.04 SUBMITTALS

A. General: Comply with additional CALGreen submittal requirements included in other sections of the Specifications.

B. Cal Green submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, the single set of copies to verify compliance with indicated CALGreen requirements is acceptable unless noted otherwise.

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C. Verification: Documentation of conformance for applicable green building measures shall be provided to the enforcing agency. Alternate methods of documentation shall be acceptable when the enforcing agency finds that the proposed alternate documentation is satisfactory to demonstrate substantial conformance with the intent of the proposed green building measure.

D. CALGreen Documentation required: Provide preliminary submittals within seven days of date established for commencement of the Work indicating how the following requirements will be met.

1. 5.408.1 Construction waste diversion: Establish a construction waste management plan for the diverted materials that meets or exceeds the local construction and demolition waste management ordinance, whichever is more stringent.

3. 5.408.3 Provide plan to incorporate construction waste reduction of at least 75%.

PART 2 - EXECUTION

2.01 PLANNING AND DESIGN

A. Section 5.106

1. Develop Storm Water Pollution Prevention Plan for implementation and maintenance onsite throughout the construction process.

2. Bicycle parking is to comply with Sections 5.106.4.1 and 5.106.4.2 or local ordinance, whichever is more stringent.

3. If the project is anticipated to generate visitor traffic, provide permanently anchored bicycle racks within 200 feet of the visitors' entrance, readily visible to passers-by, for 5% of visitor motorized vehicle parking capacity, with a minimum of one two-bike capacity rack.

4. Meet lighting power requirements in the California Energy Code, CCR, Title 24, Part 6, and design interior and exterior lighting such that zero direct-beam illumination leaves the building site. Comply with zones 1-4 and lighting zone characteristics as defined in Chapter 10 of the California Administrative Code, CCR, Title 24, Part 1 using the following strategies:

a. Shield all exterior luminaires or provide cutoff luminaires per Section 132 (b) of the California Energy Code.

b. Contain interior lighting within each source.

c. Allow no more than .01 horizontal foot-candles to escape 15 feet beyond the site boundary.

d. Automatically control exterior lighting dusk to dawn to turn off or lower light levels during inactive period

2.02 ENERGY EFFICIENCY

A. Section 5.201.1

1. Comply with aforementioned section.

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2.03 WATER EFFICIENCY AND CONSERVATION

A. Section 5.303

1. Separate meters or metering devices shall be installed for the uses described in Sections 503.1.1 and 503.1.2.

2. Plumbing fixtures and fixture fittings are required to reduce the overall use of potable water by 20%. This reduction shall be based on the maximum allowable water use per the plumbing fixture and fittings as required by the California Building Standards code.

B. Section 5.304

1. Automatic irrigation system controllers installed at time of final inspection shall comply with the following:

a. Controllers shall be weather or soil moisture-based controllers that automatically adjust irrigation in response to changes in plants' needs as weather conditions change.

b. Weather-based controllers without integral rain sensors or communication systems that account for local rainfall shall have a separate wired or wireless rain sensor which connects or communicates with the controller(s). Soil moisture-based controllers are not required to have a rain sensor input.

2.04 MATERIAL CONSERVATION AND RESOURCE EFFICIENCY

A. Section 5.408

1. Establish a construction waste management plan for the diverted materials, or meet local construction and demolition waste management ordinance, whichever is more stringent.

2. Documentation is required to be provided to the enforcing agency which demonstrates compliance with Section 5.408.2, items 1-4. The waste management plan shall be updated as necessary and shall be accessible during construction for examination by the enforcing agency.

3. Recycle and/or salvage for reuse a minimum of 75 percent of the non-hazardous construction and demolition debris, or meet a local construction and demolition waste management ordinance, whichever is more stringent. Calculations are required of materials diverted by weight or volume, but not both.

4. 100 percent of trees, stumps, rocks, and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled. For a phased project, such material may be stockpiled on site until the storage site is developed.

B. Section 5.410

1. Testing and adjusting of systems shall be required for buildings less than 10,000 sf of new building area.

a. Operation and maintenance (O&M Manuals) are to be provided to the building owner or representative with detailed operating and maintenance instructions and copies of guaranties/warranties for each system. O&M instructions shall be consistent with OSHA requirements in CCR, Title 8, Section 5142, and other related regulations.

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i. Include a copy of all inspection verifications and reports required by the enforcing agency.

2.05 ENVIRONMENTAL QUALITY

A. Section 5.504:

1. Covering of duct openings and protection of mechanical equipment during construction is required per section 5.504.3.

2. Finish materials must comply with tables 5.504.4.1 through 5.504.4.4.

3. Adhesives, sealants, and caulks must comply with local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 1168 VOC limits as indicated in tables 5.504.4.1 and 5.504.4.2. Aerosol adhesives shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of California Code of Regulations, Title 17, commencing with Section 94507.

4. Paints and coatings shall comply with the VOC limits in Table 1 of the ARB Architectural Coatings Suggested Control Measure, shown in Table 5.504.4.3, unless more stringent local limits apply. Aerosol paints and coatings shall meet the PWMIR Limits for ROC in Section 94522(a)(3) and other requirements as described in code section 5.504.4.3.1.

5. Verification of compliance of this section shall be provided including (1) Manufacturer's product specification and (2) Field verification of on-site product containers.

6. All carpet installed in the building interior shall meet the testing and product requirements of one of the following:

   a. Carpet and Rug Institute's Green Label Plus Program.

   b. California Department of Public Health Standard Practice for the testing of VOC's (Specification 01350)

   c. NSF/ANSI 140 at the Gold Level

   d. Scientific Certifications Systems Sustainable Choice

7. All carpet cushion installed in the building interior shall meet the requirements of the Carpet and Rug Institute Green Label program.

8. All carpet adhesive shall meet the requirements of Table 5.504.4.1.

9. Hardwood plywood, particleboard, and medium density fiberboard composite wood products used on the interior or exterior of the building shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure for Composite Wood (17 CCR 93120 et seq), buy or before the dates specified in those sections, as shown in Table 5.504.4.5.

10. Verification of compliance of this section shall be provided. Documentation shall include at least the following:

    a. Product certifications and specifications

    b. Chain of custody certifications

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c. Other methods acceptable to the enforcing agency

11. For 50% of the floor area receiving resilient flooring, install resilient flooring complying with the VOC-emission limits defined in the 2009 Collaborative for High Performance Schools (CHPS) criteria and listed on its Low-emitting Materials List (or product registry) or certified under the Resilient Floor Covering Institute (RFCI) FloorScore program.

12. Verification of compliance shall be provided with documentation indicating that the resilient flooring materials meet the pollutant emission limits.

13. In mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media for outside and return air prior to occupancy that provides at least a MERV of 8. Replace all filtration media immediately prior to occupancy.

14. Where outdoor areas are provided for smoking, prohibit smoking within 25 feet of building entries, outdoor intakes, and operable windows and in buildings. Signage to be posted to inform building occupants if no ordinances are in place.

B. Section 5.505:

1. Buildings shall meet or exceed the provisions of California Building Code, CCR, Title 24, Part 2, Sections 1203 (Ventilation) and Chapter 14 (Exterior Walls). For additional measures not applicable to low-rise residential occupancies, see Section 5.407.2 of the Cal Green code.

2. For mechanically or naturally ventilated spaces in buildings, meet the minimum requirements of Section 121 (Requirements for Ventilation) of the California Energy Code, CCR, Title 24, Part 6, or the applicable local code, whichever is more stringent, and Chapter 4 of CCR, Title 8.

3. For buildings equipped with demand control ventilation, carbon dioxide sensors and ventilation controls shall be specified and installed in accordance with the requirements of the current edition of the California Energy Code, CCR, Title 24, Part 6, Section 121(c).

C. Section 5.507:

1. Employ building assemblies and components with Sound Transmission Coefficient (STC) values determined in accordance with ASTM E90 and ASTM E 413.

a. Wall and roof-ceiling assemblies making up the building envelope shall have an STC of at least 50, and exterior windows shall have a minimum STC of 30 for any of the following locations: (1) Within 1000 ft. of right of ways of freeways, (2) Within 5 mi. of airports serving more than 10,000 commercial jets per year, (3) Where sound levels at the property line regularly exceed 65 decibels, other than occasional sound due to church bells, train horns, emergency vehicles, and public warning systems.

b. Wall and floor-ceiling assemblies separating tenant spaces and tenant spaces and public spaces shall have an STC of at least 40.

D. Section 5.508:

1. Installations of HVAC, refrigeration and fire suppression equipment shall not contain CFC's nor halon.

END OF SECTION

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SECTION 013520

CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT

PART 1 – GENERAL

1.01 SUMMARY

A. The Contractor shall provide all necessary equipment and material resources required to meet the requirements of this section.

1.02 SUBMITTALS

A. The Contractor shall provide the following documentation:

1. Construction Indoor Quality Management Plan:

a. The Plan shall identify the five SMACNA IAQ requirements for Occupied Buildings under Construction, 1995, Chapter 3.

1) Part 3.01 of this Section, Indoor Air Quality Plan during Construction, can be used as a basis for development of the plan.

b. Provide a Draft of the plan prior to the start of building construction.

c. Provide a Final version of the Construction IAQ Management Plan after completing the requirements of this section.

1) The final Plan must be revised to reflect the actual as-built conditions of this project.

2. Construction Indoor Air Quality Procedures Photographs:

a. Provide photographs of construction IAQ management measures such as protection of ducts and on-site stored or installed absorptive materials.

b. Photographs shall be taken on at least three different occasions during the interior finish work:

1) The first two to four weeks of the work.

2) The middle two to four weeks of the work.

3) The last two to four weeks of the work.

c. On each occasion at minimum of six photographs representing at least three different Construction IAQ measures shall be taken. This represents a total of 18 photographs.

d. Photographs shall be color, between 3"x5" and 8"x10" in size and of normal photographic quality (70 pixel resolution or better).

3. Filtration Media Product Data:

a. Provide cut sheets for filtration media installed:

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1) During Construction.

2) During the flush out.

3) After the flush out and prior to occupancy.

4) The cut sheets shall highlight the MERV values of the media.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 INDOOR AIR QUALITY MANAGEMENT DURING CONSTRUCTION:

A. During construction the Contractor shall meet or exceed the minimum requirements of the Sheet Metal and Air Conditioning National Association (SMACNA), IAQ Guidelines for Occupied Buildings under Construction, 2008, Chapters 3 and 4, for the items listed below. The SMACNA guidelines have been modified to address the special issues and needs of a new construction project:

B. HVAC Protection:

1. Protect all air handling and distribution equipment, and air supply and return ducting during construction.

2. Adequately cover and protect all exposed air inlets and outlets openings, grilles, plenums, etc. to prevent water, moisture, dust, and other contaminate intrusion.

3. Apply protection immediately after installation of equipment and ducting.

4. Ducting runs that require more than a single day to install shall be protected at the end of each day's Work.

5. Install air filters with a MERV filtration value of 8, as determined by ASHRAE 52-2-1999, over all air return grilles.

C. Source Control:

1. Protect stored on-site or installed absorptive or porous materials such as batt insulation and drywall from exposure to moisture.

2. Do not use wet damaged porous materials in the building.

3. Provide adequate ventilation of packaged dry products prior to installation. Remove from packaging and ventilate in a secure, dry, well-ventilated space free from strong contaminant sources and residues.

4. Provide a temperature range of 60 degrees F minimum to 90 degrees F maximum continuously during the ventilation period. Do not ventilate within limits of Work unless otherwise approved by the Architect.

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5. Route material deliveries and construction waste removal around the exterior of the building, not through it.

D. Pathway Interruption:

1. The Owner does not plan to occupy the building until construction is complete. Pathway interruption is not required for this project.

E. Housekeeping:

1. Minimize accumulation of dust fumes, vapors, or gases in the building.

2. Suppress dust with wetting agents or sweeping compounds.

3. Clean-up dust using a wet rag or damp mop.

4. Increase the cleaning frequency when dust build-up is noted.

5. Remove spills or excess applications of solvent-containing products as soon as possible.

6. Remove accumulated water and keep work areas as dry as possible.

7. Vacuum using HEPA filtered vacuum cleaners.

8. Store volatile liquids, including fuels and solvents, in closed containers and outside of the building when not in use.

9. Keep volatile liquid containers closed when the container is inside of the building and not in use.

F. Scheduling:

1. Schedule for application of interior finishes including time frames for the application of wet materials onto dry materials, dry materials onto wet materials, and expected curing times for applied wet materials.

2. Wet materials include all paints, adhesives, sealants, coatings, finishes, and spray-applied materials, such as structural fireproofing.

3. Insure that all wet applied interior finish materials are properly and fully cured before installing other finish materials over them.

4. Install carpets and furnishings after all of the interior finish materials have been applied and fully cured.

5. Provide sufficient ventilation, air circulation and air changes to properly cure materials.

6. Provide sufficient ventilation, air circulation and air changes to dissipate excessive humidity when present.

3.02 INDOOR AIR QUALITY MANAGEMENT PRIOR TO OCCUPANCY:

A. After completion of the building flush out and immediately prior to occupancy replace all air HVAC filtration media installed in the HVAC system during construction and/or during slush out with new

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filitration media. The new filtration media shall have at least a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASHRAE Standard 52.2-1999.

END OF SECTION

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SECTION 01 41 00

TESTING AND INSPECTION

PART 1 - GENERAL

1.01 CONTRACTOR'S QUALITY CONTROL SYSTEM

A. The Contractor shall establish a quality control system to perform sufficient inspection and tests of all items of work, including that of his subcontractors, to ensure conformance to the Contract Documents for materials, workmanship, construction, finish, functional performance and identification.

B. This control shall be established for all construction where the Contract Documents provide for specific compliance tests by testing laboratories or engineers.

C. Contractor's control system shall specifically include all testing assigned to the Contractor or his subcontractors by various sections of the Specifications.

1. Contractor's quality control system is the means by which he assures himself that his construction complies with the requirements of the Contract Documents.

2. Controls shall be adequate to cover all construction operations and shall be keyed to the proposed construction schedule.

1.02 INSPECTION OF THE WORK/TESTING LABORATORY

A. The Work shall be conducted under the general observation of the Architect and shall be subject to inspection by the Architect and other representatives of the District to ensure strict compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop, or field inspection, as required. The Architect shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.

B. The presence of the Architect or any inspector(s), however shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Architect or any inspector(s).

C. Testing and inspections per special inspection requirements of the Uniform Building Code, and as called for in these specifications, will be performed by an independent testing laboratory as selected and paid for by the Owner.

D. Testing and inspection services which are performed shall be in accordance with requirements of the Uniform Building Code, current adopted edition, and as specified herein. Testing and inspection services shall verify that work meets the requirements of the contract documents.

1. Selection of the material required to be tested will be by the laboratory and not by the Contractor.

E. Testing and inspections will be performed by an independent testing laboratory selected and employed by the District. Procedural and acceptance criteria are set forth in California Code of Regulations (CCR) Title 24 Part 1, Administrative Regulations, Sec. 4-335, for testing of materials and Sec. 4-333 for special inspections and Interpretation of Regulations, IR 1-1, dated 3/89.

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F. Testing and inspection services which are performed shall be in accordance with requirements of CCR Title 24 Part 1, Administrative Regulations, and as specified herein. Testing and inspection services shall verify that work meets the requirements of the Contract Documents.

G. In general, tests and inspections for structural materials shall include all items enumerated on the Structural Tests and Inspections list for this project as prepared and distributed by the Architect.

H. Test reports shall be signed by a registered Civil Engineer licensed in the State of California.

1.03 PAYMENTS

A. Costs of initial testing and special inspection, except as specifically modified hereinafter or specified otherwise in the technical sections, will be paid for by the District, provided such tests indicate compliance with the contract documents. Initial tests and inspections are defined as the first tests and inspections as specified.

B. In the event a test or inspection indicates failure of a material or procedure to meet requirements of the contract documents, costs for retesting will be paid for by the Owner and backcharged to the contractor.

C. Additional tests not specified but requested by the Architect or District, shall be paid for by the District, unless results of such tests or inspections are found not to be in compliance with the Contract Documents, in which case the contractor will be backcharged for the costs for initial testing as well as retesting and re-inspection.

D. Costs for additional tests or inspections required because of change in materials being provided or change of source of supply shall be paid for by the Owner and backcharged to the contractor.

E. Costs for any work which is required to correct any deficiencies shall be paid for by the subcontractor.

F. Costs for any testing which is required solely for the convenience of the subcontractor in his scheduling and performance of the work shall be paid for by the subcontractor.

G. Overtime costs for testing and inspections performed outside the regular work day hours, including weekends and holidays, will be paid for by Owner and backcharged to the contractor.

H. Testing Laboratory will separate and identify on the invoices, the costs covering all testing and inspections which are to be backcharged to the contractor as specified above.

1.04 TESTING AND INSPECTION REPORT

A. Testing laboratory will certify in writing that all work specified or required to be tested and inspected conforms to or does not conform to drawings, specifications and applicable building codes.

B. The Testing Laboratory will make the following distribution of all test and inspection reports within 15 days of testing:

District	2
Architect	1
Structural Engineer	1
Contractor	1
Governing Building Dept.	1

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C. Test reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of CCR Title 24 Part 1 Administrative Regulations, Part 2 California Building Code, and with the approved specifications. They shall also state definitely whether or not the material or materials tested comply with requirements.

1.05 REPORTING TEST OR INSPECTION FAILURES

A. Immediately upon Testing Laboratory determination of a test or inspection failure, the Laboratory will telephone the results of test to Architect. On the same day, Laboratory will send written test results to those named on above distribution list.

B. Immediately upon notification of test or inspection failure, the Contractor shall notify the Architect of the test results and what steps will be taken to correct the problem areas.

1.06 AVAILABILITY OF SAMPLES

A. Contractor shall make materials required for testing available to Laboratory and assist in acquiring these materials as directed by Architect. The samples shall be taken under the immediate direction and supervision of the Testing Laboratory.

B. If work which is required to be tested or inspected is covered up without prior notice or approval, such work may be uncovered at the discretion of Architect.

C. Unless otherwise specified, Contractor shall notify Testing Laboratory a minimum of ten (10) working days in advance of all required tests, and a minimum of two (2) working days in advance of all required inspections.

D. Contractor shall give sufficient advance notice to Testing Laboratory in the event of cancellation or time extension of a scheduled test or inspection.

E. Material shipped by the Contractor from the source of supply before having satisfactorily passed such testing and inspection or before the receipt of notice from the District's Representative that such testing and inspection will not be required, shall not be incorporated in the Project.

1.07 REMOVAL OF MATERIALS

A. Unless otherwise directed, materials not conforming to the requirements of Contract Documents shall be promptly removed from the job site.

1.08 INSPECTION BY THE CITY

A. The Architect shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

B. The City shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the City

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may correct such rejected work and charge the expense to the Contractor.

C. Should it be considered necessary or advisable by the District at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the completed work, the Contractor shall on request promptly furnish necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

1.09 CITY'S INSPECTOR

A. An Inspector employed by the City in accordance with the requirements of CCR Title 24 Part 1, Administrative Regulations, will be assigned to the work. His duties are specifically defined in CCR Title 24 Part 1, Sec. 4-342.

B. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this Contract.

END OF SECTION

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SECTION 01 42 00

REFERENCES AND DEFINITIONS

1. GENERAL

1.01 Summary. Section includes: Reference Standards, abbreviations, symbols, and definitions used in Contract Documents. Full titles are given in this Section for standards cited in other Sections of Specifications.

2. REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

2.01 References

A. Reference to standards, 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, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Document or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to Owner's Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Owner.

2.02 Precedence

A. Except as otherwise specifically stated in the Contract Document or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Document); or,

2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).

B. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner's Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Architect/Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any

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duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

C. Referenced Grades, Classes, and Types. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

D. Edition Date of References. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids. All amendments, changes, errata and supplements as of the effective date shall be included.

E. ASTM and ANSI References. Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by the abbreviation and number only and may not be further identified by title, date, revision, or amendment. IT is presumed that Contractor is familiar with and has access to these nationally – and industry – recognized specifications and standards.

2.03 Definitions

A. Meaning of Words and Phrases. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

B. While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.

2. Agreement (Document 00 5200): Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.

3. Alternate: Work added to or deducted from the base Bid, if accepted by Owner.

4. Application for Payment: Written application or monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.

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5. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility and appearance.

6. Architect/Engineer: If used elsewhere in the Contract Documents, "Architect/Engineer" shall mean a person (or that person's firm) holding a valid California State Architect's or Engineer's license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employee of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.

7. 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 OSHA or Cal/OSHA.

8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.

9. Bidder: One who submits a Bid.

10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 "Table of Contents"), including documents supplied for bidding purposes only and Contract Documents.

11. Board: The governing body of the Owner.

12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday. The following are holidays: New Year's Day, January 1; Martin Luther King Jr.'s Birthday, third Monday in January; Lincoln's Birthday, February 12; Presidents' Day, third Monday in February; Memorial Day, last Monday in May; Independence Day, July 4; Labor Day, first Monday in September; Veterans' Day, November 11; Thanksgiving Day, as designated by the President; The Day following Thanksgiving Day; Christmas Day, December 25; each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.

13. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.

14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other

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contractors, or other means.

15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following: (i.) a change in the Work; (ii.) the amount of the adjustment in the Contract Sum, if any; and (iii.) the amount of the adjustment in the Contract Time, if any.

16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.

17. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

18. Construction Change Directive ("CCD"): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

19. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.

20. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions). Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including Document 00 7201 (Supplementary Conditions).

21. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 5200 (Agreement), plus all changes, Addenda, and modifications thereto.

22. Contract Modification: Either: (i.) a written amendment to Contract signed by Contractor and Owner; or (ii.) a Change Order; or (iii.) a Construction Change Directive; or (iv.) a written directive for a minor change in the Work issued by Owner.

23. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.

24. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.

25. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its

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authorized representative.

26. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.

27. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.

28. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner).

29. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

30. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Contractor.

31. Final Acceptance of Final Completion: Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:

    a. Final cleaning is completed.

    b. All systems having been tested and accepted as having met requirements of Contract Documents.

    c. All required instructions and training sessions having been given by Contractor.

    d. All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.

    e. All punch list Work, as directed by Owner, having been completed by Contractor.

    f. Generally, all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.

32. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

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33. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

34. Furnish: Supply only, do not install.

35. Indicated: Shown or noted on the Drawings.

36. Install: Install or apply only, do not furnish.

37. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).

38. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statues, standards, rules, regulations, ordinances, and judicial and administrative decisions.

39. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

40. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

41. Modification: Same as Contract Modification.

42. Not in Contract or "NIC": Work that is outside the scope of Work to be performed by Contractor under Contract Documents.

43. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statue.

44. Off Site: Outside geographical location of the Project.

45. Owner: Owner is defined in Document 00 5200 (Agreement).

46. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.

47. Owner's Representative(s): See Document 00 5200 (Agreement).

48. Partial Utilization: use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

49. PCBs: Polychlorinated biphenyls.

50. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Document 01 1100 (Summary).

51. Product Data: That information (brochures, catalog sheets,

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manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or material and accompanying commercial terms such as warranties, instructions, and manuals.

52. Progress Repot: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).

53. Project: Total construction of which Work performed under Contract Documents may be whole or part.

54. Project Manager: If used elsewhere in the Contract Documents, "Project Manager" shall mean a person representing the Owner in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to Owner. When Project Manager is referred to within the Contract Documents and no Project Manager has in fact been designated, then the matter shall be referred to Owner. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of Owner, his or her authorized representatives on the Project will be included under the term Project Manager. IF project Manager is an employee of Owner Project Manager is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

55. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.

56. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.

57. Provide: Furnish and Install.

58. Request for Information ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.

59. Request for Proposals ("RFP"): A document issued by Owner to Contractor whereby Owner may initiate changes in the WORK OR contract Time as provided in Contract Documents.

60. Request for Substitution ("RFS"): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.

61. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-

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Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.

62. 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.

63. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

64. Shown: As indicated on Drawings.

65. Site: The particular geographical location of Work performed pursuant to the Contract Documents.

66. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.

67. Specified: As written in Specifications.

68. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

69. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of Owner for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

70. Supplemental Instruction: A written directive from Owner Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.

71. Testing and special inspection agency: An independent entity engaged to inspect and/or test and workmanship, materials, or manner of construction of buildings, or portions of buildings, to determine if such construction complies with the Contract Documents and applicable

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codes.

72. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

73. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary).

74. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in Specifications. Wherever the work "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

C. Other Defined Terms. The following terms are not necessarily identified with initial caps; however, they shall have the meaning set forth below:

1. Wherever words "as directed," as "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words sufficient, "necessary," "proper," and the like shall mean sufficient necessary, or proper in judgment of Owner. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.

2. Wherever the word "may" or "ought" is used, the action to which it refers is discretionary. Wherever the word "shall" or "will" is used, the action to which it refers is mandatory.

END OF DOCUMENT

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SECTION 01 45 00

ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

A. This Section establishes general requirements pertaining to abatement and control of environmental pollution arising from activities of the Contractor and his subcontractor or subcontractors in performance of the Work of the Contract.

1. The Contractor is required to implement Best Management Practices (BMP's) during construction and prevent pollution to the storm water conveyance system. Also, adjacent storm drain inlets shall be protected at all times during the construction of the improvements.

2. Prior to the Notice to Proceed with construction, the Contractor shall complete, sign and submit the Construction Storm Water Management Plan (CSWMP) Form, to manage storm water and non-storm water discharges from the site at all times. The CSWMP shall describe all BMP's to be implemented during construction. Specific BMP implementation may be dependent on wet or dry season operations, all to the satisfaction of the Architect. Contractor is responsible for complying with all codes, regulations, and modifications required by authorities having jurisdiction regarding the SWPPP.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and other Sections in Division 1 of these Specifications.

2. Additional requirements may be stated in various other Sections of the Specifications.

3. Storm Water Pollution Prevention Plan and Erosion Control Plan.

C. Definitions:

1. The term "environmental pollution," as used in this Section, means:

a. The presence of chemical, physical, or biological elements or agents which:

1) Adversely affect human health and/or welfare;

2) Unfavorably alter ecological balances that are of importance to human life;

3) Affect other species of importance to man;

4) Degrade the utility of the environment for aesthetic and/or recreational purposes;

b. The control of environmental pollution requires consideration of air, water and land and involves noise, solid waste-management, and management of radiant energy and radioactive materials, as well as other pollutants.

2. Contaminants:

a. "Sediment" means soil and other debris that have been eroded and transported by

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runoff water.

b. "Solid waste" means rubbish, debris, garbage, and other discarded solid materials resulting from construction activities, including a variety of combustible and noncombustible wastes such as ashes, waste materials resulting from construction or maintenance and repair work, leaves, and tree trimmings.

c. "Chemical waste" includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, disinfectants, organic chemicals, and inorganic wastes; some of which may be classified as "hazardous."

d. "Sanitary wastes":

1) "Sewage" means that which is considered as domestic sanitary sewage;

2) "Garbage" means refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

e. "Hazardous materials" means such materials as are so defined by applicable laws and regulations.

1.02 SUBMITTALS

A. Comply with pertinent provisions of Section 013000.

B. Prior to commencement of the Work of this Contract:

1. Compile and submit to the Architect a written environmental protection program proposed by the Contractor for compliance with the requirements of this Section.

2. Meet with the Architect to review the proposed environmental protection program and to make any changes in the plan, as required by the Architect, prior to commencement of the Work.

3. Prior to commencement of the Work, secure the Architect's approval of the written environmental protection program.

4. Obtain all necessary Federal and State approvals.

1.03 QUALITY CONTROL

A. Use adequate numbers of skilled workmen thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.

B. Comply with all pertinent Federal, State, and local regulations pertaining to water, air, solid waste, and noise pollution.

C. Require subcontractors to comply with the provisions of this Section.

1.04 PAYMENT

A. Full compensation for making said provisions shall be considered as included in the contract price paid for the various items of work involved, and no additional compensation shall be allowed therefore.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise over 85 decibels at 100 feet.

3.01 PROTECTION OF NATURAL RESOURCES

A. It is intended that the land resources within boundaries of the Project, but outside the limits of permanent Work performed under this Contract, shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the Project.

1. Areas outside the project boundary are to be considered environmentally sensitive lands. No impact on these areas will be permitted, including disposing of construction materials, grading operations, storage or vehicles and equipment, access to other areas of the site or any other activity connected to the project.

B. Insofar as possible, Contractor shall confine activities to pertinent areas defined on the Drawings or elsewhere in the Contract Documents.

1. Return construction areas to their pre-construction elevations except where surface elevations are otherwise noted to be changed.

2. Maintain natural drainage patterns.

3. Conduct construction activities in such a manner that pooling of stagnant water will not occur at any time.

C. Land resources:

1. Do not remove, cut, deface, injure, or destroy trees or other vegetation outside the limits of the Work.

2. Do not remove, cut, deface, injure, or destroy trees or other vegetation inside the work area limits except as allowed in writing by the Architect.

3. Land resources damaged by the Contractor shall be promptly replaced or repaired to the approval of the District and at the Contractor's expense.

D. Tree trimming:

1. In accordance with recognized standards for such work, and as indicated, trim and seal tree limbs overhanging the line of the Work and in danger of being damaged by the Contractor's operations.

2. Remove other tree limbs as directed by the Architect so the tree will present a balanced appearance.

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3. Roots:

   a. Do not cut roots unnecessarily during excavating or trenching operations.
   b. Expose roots 3" in diameter or larger, encountered in the course of excavation, and do not sever but wrap them in burlap as a protective measure while exposed.

   c. At the edge of the excavation or trench, neatly trim all roots 1" in diameter or larger that are severed in the course of excavation and paint them with a heavy coat of tree seal approved by the Architect.

E. Do not allow the depositing of mud and debris from construction vehicles onto public streets; sweep turning areas and pavement entrances as needed to remove any and all spills or material tracked onto the public street.

F. Water resources:

1. Reference General Conditions regarding compliance with State Storm Water permit for Construction. Prevent oily or other hazardous substances from entering the ground, drainage areas, or other bodies of water in such quantities as to affect aesthetics or normal use or to produce a measurable impact upon the area.

2. In accordance with applicable regulations, gather and dispose of soil or water which is contaminated with oily substance due to the Contractor's operations.

3. De-chlorinate chlorinated water prior to discharge, and do not permit chlorinated water to enter the ground or surface waters.

4. Do not pump ground water into natural surface water channels or in any other manner permit ground water to enter natural surface water.

G. Noise control:

1. Do not permit noise levels exceeding the following:

   a. Trenchers, pavers, graders, and trucks: 85 dba at 100 feet as measured under the noisiest operating conditions;

   b. All other equipment: 85 dba at 50 feet.

   c. Use "whisperized" type generators as approved by the Architect.

2. Jack hammers:

   a. Equip with exhaust mufflers and steel muffling sleeves;

   b. Use "whisperized" type air compressors as approved by the Architect.

3. Operations:

   a. Keep noisy equipment as far as possible from noise-sensitive site boundaries;

   b. Do not leave machines idling;

   c. Use electric power in lieu of internal combustion engine power when practicable;

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d. Do not leave equipment on when unattended.

e. Maintain equipment in a manner to reduce noise from excessive vibration, faulty mufflers, and similar sources;
f. Provide mufflers on all engines;

g. Schedule operations to minimize their duration at any given location.

4. Monitoring:

a. As needed, provide portable sound metering devices meeting requirements of. ANSI S1.4 for Type 2 sound level meters.

b. Promptly locate and correct non-complying noise levels.

3.02 ARCHAEOLOGICAL FINDINGS DURING CONSTRUCTION?

A. There are no known archaeological remains at the Project site. However, the City may employee a monitor during grading operations.

B. Should skeletons, artifacts, or other archaeological remains be uncovered:

1. Suspend operations of this Contract at the site of discovery;

2. Continue operations in other areas;

3. Notify the Architect immediately of the finding.

C. The Architect will provide directions regarding resuming the work after archaeological investigations/evaluations are completed.

3.03 BURNING RUBBISH AND DEBRIS

A. Open burning of rubbish, debris, and/or other combustibles will not be permitted on the site.

3.04 DUST CONTROL

A. Provide within the proposed plan for environment protection an acceptable program to prevent generation of dust due to operation under this Contract. This includes dust in the buildings.

3. 05 COMPLIANCE

A. The Architect will notify the Contractor in writing of any noncompliance with the provisions of this Section, and will describe actions to be taken.

1. Such notice, when delivered to the Contractor or his authorized representative at the job site, will be deemed sufficient for the purpose.

2. Immediately upon receipt of such notice, initiate the required action or actions.

B. Noncompliance:

1. If the Contractor fails or refuses to comply promptly, the Architect may issue an order stopping all or part of the Work of this Contract until satisfactory corrective action has been taken.

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2. No part of the time lost due to any such Stop Orders shall be made the subject of a Claim for extension of time or for excess costs or damages by the Contractor.

END OF SECTION

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SECTION 01 50 00

CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Work included: Furnish all materials and labor to provide temporary facilities and controls during construction for all trades.

B. Job Conditions: Temporary facilities and construction processes and techniques employed on this project shall be in strict compliance with all applicable codes.

1.02 QUALITY ASSURANCE

A. Regulations: Comply with requirements of local laws and regulations governing construction and local industry standards, in installation and maintenance of temporary services and facilities.

1. Building Codes, including local requirements for permits, testing and inspection.

2. Local, county and city health and safety regulations.

3. Regulations and recommendations governing temporary utility services.

4. Police and Fire Department rules and recommendations.

5. EPA regulations governing use of water and energy, and the control of dust, noise and other nuisances.

6. Requirements of the Regional Water Quality Board.

7. Code of Regulations that regulates environmental quality as outlined in Title 22 CCR.

8. OSHA Construction Safety Orders.

B. Standards: Comply with requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series Standards for "Safety Requirements for Construction and Demolition".

1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.

2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

3. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.05 PROJECT CONDITIONS

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A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the site.

1.06 TEMPORARY CONSTRUCTION SERVICES

A. Make all necessary arrangements for, and provide, extend, and maintain temporary utility and construction services as described and as necessary for the work of all trades and workmen employed on the project, until completion and acceptance of the project by the City, or until no longer required. When no longer required, discontinue services and remove all related materials.

1.07 RUNWAYS, LADDERS, SCAFFOLDS AND TEMPORARY STAIRS

A. Provide and maintain runways, ladders, scaffolds and temporary stairs to provide access to the work for the use of all trades.

B. Provide all temporary means of access in accordance with the "Manual of Accident Prevention in Construction" of the Associated Prime Contractors of America and with applicable Federal, State, and Local Safety Regulations.

PART 2 - PRODUCTS

2.01 FACILITIES:

A. Construction Fence and Yard Storage: Contractor will be responsible for all security controls on the project.

1. Construction Fence: Provide and maintain a temporary construction fence. Fence shall be chain link type, 6-feet high, complete with metal posts. Provide two gates, each one being a minimum of 12-feet wide. Provide separate man gate entrance. Fence shall enclose Limit of Work and Contractor's staging and operations area.

B. Contractor's Job Office: Contractor shall coordinate with Architect for location of trailer. Construction office shall be equipped with telephone, internet service, copier, equipment, furniture and storage required for smooth operation of the office. There shall be conference room to seat ten people, with table and chairs, for job site meetings.

C. Sanitary Facilities: Provide suitable chemical type toilets maintained in sanitary condition as approved by the Health Department. Toilets shall be removed, complete with contents upon completion of the project. All existing and newly constructed sanitary facilities within the building shall not be used under any circumstances.

D. Portable Fire Extinguishers: As minimum requirement, provide one (1) standard UL listed multi-purpose dry chemical fire extinguisher with a minimum rating of 3A-60BC for each 3000 square feet of new floor space or fraction thereof and one at each tool house, temporary office, paint storage room or workshop on the premises.

1. In lieu of the above, one (1) standard 2-1/2 gallon water and one (1) 10BC rated CO2 type extinguisher, mounted as a pair, may be used for the same areas.

2. The extinguishers provided should be capable of extinguishing any type of small fire and

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be so labeled or marked that the proper extinguisher would be used on a particular type of fire.

3 Instruction of workmen in the proper use of extinguishers is required.

4. Mount extinguishers on red-painted portable wooden stands no more than 150 feet apart.

5. Post local fire department call number on each telephone instrument at project site.

E. Enclosures: Provide temporary weather-tight closures of openings in exterior surfaces to provide acceptable working conditions and protection for materials, to allow for temporary heating, and to prevent entry of unauthorized persons. Building security must be maintained at all times.

F. Barricades: Construct and maintain fences, planking, barricades, lights, shoring, and warning signs as indicated on the drawings and as required by local authorities and state safety ordinances and as required to protect the City's property from injury or loss and as necessary for the protection of the public, and provide walks around obstructions made in a public place for carrying on the work covered in this contract. Provide temporary construction fencing to protect work site from unsupervised public access at all times, without exception. Leave protection in place and maintain in good condition until removal is authorized.

G. Shoring, Anchoring, Bracing: Provide temporary shoring, anchoring and bracing required by the nature of the work in order to make all parts absolutely rigid and stable. The Contractor shall be responsible for any damage resulting from failure to provide either through lack of proper judgment or from any other cause.

H. Temporary Job Sign: Contractor shall provide and maintain a project identification sign during the course of construction. Sign shall indicate the name of the project and shall identify the San Ramon Fire Protection District and it's Board of Directors, and shall contain the logos for each. Sign shall also include the logo, name, address and phone number for the Architect and Contractor. Architect will provide the sign artwork to the Contractor in a pdf file. Contractor shall submit the intended sign layout and design to the Architect for approval prior to fabrication.

1. Sign shall be constructed of 4x4 treated wood frame wrapped with 3/4" marine grade plywood on all sides. All corners shall be miter cut, glued and nailed to secure. Sign shall be approximately 4'-0" x 8'-0".

2. Sign shall receive a painted gloss background with painted gloss lettering. Colors of paint shall be as selected by Architect.

3. Lettering on signage shall be a minimum of 1" for text, with a minimum of 2" lettering for titles.

4. Other Signs: Subject to prior approval of the Architect and Engineer as to size, design type and location and the local regulations, the Contractor may erect temporary signs for ease of identification and controlling traffic. The Contractor shall furnish, erect and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

5. Signs for the purpose of Job Office identifications for the Contractor and Subcontractors, shall be uniform in appearance and shall not exceed the size of three (3) feet in height and four (4) feet in width.

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6. Install the job site sign on the site at a location of high public visibility as approved by the Architect.

I. Storage Sheds for Tools, Materials, and Equipment: Contractor may provide weather-tight, with adequate space for organized storage and access, and lighting for inspection of stored materials.

2.02 TEMPORARY LIGHT AND POWER:

A. The Contractor shall provide metered temporary lighting and power, including connection, installation and maintenance. Furnish power and light to each trade as necessary to perform the work. Use of unmetered power for construction purposes will not be permitted. New permanent electric power and lighting systems may be used for construction operations. The Contractor shall furnish separate source of power for all welding operations. Maintain lighting and make routine repairs.

B. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by use of construction-type power cords.

1. The minimum requirements for the system consist of lighting required for construction needs, safe and adequate working conditions, public safety, security lighting and lighting for temporary office, storage and construction buildings.

2. Provide all equipment, including connections and other materials necessary for extending the existing utility lines to where they will be used. Coordinate the installation with the Architect.

3. The Contractor shall arrange and pay for electric service through the local utility or furnish his own portable power.

4. All permanent power used by the Contractor prior to Occupancy shall be metered and paid for by the Contractor.

5. Once the building is enclosed and the HVAC equipment is operational, power shall be available at all times to allow operation of the HVAC equipment to provide air circulation.

6. Provide light levels complying with safety regulations and codes. Provide 20 foot candles minimum inside building and 5 foot candles outside and along perimeter of site.

7. Temporary electrical power for construction shall comply with applicable NEMA, NECA, and UL Standards safety regulations and codes; temporary power shall have automatic ground fault feature and there shall be not less than one power center per floor for miscellaneous tools and equipment, located so that power is available at any desired point with no more than 100 ft. extension cords; weatherproof distribution boxes with minimum of four 20A, 120V, grounded outlets, circuit breaker protection for each outlet and equipment grounding continuity for entire system shall be provided. Grounded UL extension cords shall be used from power centers to point of operation.

8. Ground-Fault Protection: Provide receptacle outlets equipped with ground-fault circuit

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interrupters, reset button and pilot light, for plug-in connection of power tools and equipment.

9. Provide temporary electric power for temporary field offices, temporary storage and construction buildings, temporary lighting, temporary HVAC, pumping and water control and miscellaneous requirements.

C. Remove temporary wiring and equipment when no longer needed and dispose of equipment and wiring. Repair holes left in paving, walls and partitions.

2.03. TEMPORARY HEATING, COOLING AND VENTILATION:

A. General: Portable devices will be necessary whenever heating or ventilating is required, such use and equipment used shall comply with requirements specified herein.

1. Heaters shall be NFPA approved and Underwriters Laboratories listed and approved by the Architect.

2. The Contractor shall pay cost of fuel used.

3. Use of unmetered gas obtained for temporary service is prohibited.

4. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the work to meet specified minimum conditions including manufacturer's minimum recommended temperatures for the installation of materials, and to protect materials and finishes from damage due to temperatures or humidity. In no case shall temperature within building be less than 50 degrees F.

5. Provide adequate forced ventilation of enclosed areas for curing of installed materials to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors and gases.

B. Unless specified otherwise in the Specification of this Contract, the Contractor shall:

1. Provide heat as necessary to protect all work, materials, and equipment against injury from dampness and cold.

2. Protect, cover and/or heat as may be necessary, to produce and maintain a temperature of not less than 50 degrees F., (1) in the concrete during the placing, setting and curing of concrete, and (2) in the plaster during the application, setting and curing of plaster.

3. Provide heat as necessary in the area where work is to be done to provide the minimum temperature recommended by the supplier or manufacturer of the material, but in no case less than 50 degrees F., for a period beginning ten (10) days before placing of interior finishes and finish materials and continuing until completion or beneficial occupancy of the area, whichever is earlier.

C. Prior to and during plastering and drywall application, setting and curing thereof, provide sufficient heat to maintain building temperature of not less than 55 degrees F. while maintaining adequate ventilation for drying of plaster.

D. Before casework is delivered to the building and prior to installing wood finish, and throughout

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placing of this finish and other finishing operations such as painting and laying of resilient floor covering, provide sufficient heat to maintain building temperature at 65 degrees F.

E. Temporary Ventilation: Provide ventilation to prevent hazardous accumulations of dusts, fumes, mists, vapors or gases in areas occupied during construction.

F. Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere of occupied areas.

G. Dispose of exhaust materials in manner that will not result in harmful exposure to persons.

H. Ventilate storage spaces containing hazardous or volatile materials.

2.04 TEMPORARY WATER:

A. Water: Extend water service from existing water services to the new structures or other areas of the construction site. A temporary system, consisting of temporary connections from the extended service is to be provided with temporary lines extended with necessary taps for connections at convenient locations. The entire distribution system shall be furnished, installed, maintained, metered, and paid for by Contractor. All water consumed shall be paid for by Contractor. Completely remove temporary system, except for existing lines shown on site plan, upon completion of construction. Clean and repair damage caused by installation; restore to original condition:

1. Furnish and install an approved double check valve at the connection to the main.

2. Perform all relocations required to clear work of others when requested by the Architect.

3. Where "non-potable" water is used, provide warning signs on the discharge end of each hose.

2.05 CONSTRUCTION EQUIPMENT

A. Contractor shall erect, equip, and maintain all construction equipment in strict accordance with all applicable statutes, laws, ordinances, rules and regulations of authority having jurisdictions.

B. Contractor shall provide, maintain and remove upon completion of the work all temporary rigging scaffolding, hoisting equipment, barricades and all other equipment required for all work hereunder.

C. Construction equipment shall conform to all the requirements of State, City, and local authorities and underwriters which pertain to operation, safety, and fire hazard.

2.06 CONSTRUCTION AIDS

A. Provide and operate drainage and pumping equipment; maintain excavations and site free of standing water.

2.07 STORAGE

A. Operations of the Contractor, including storage of materials, shall be confined to on-site areas

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approved by the Architect. Contractor shall be liable for damage caused by him during such use of property of the City or other parties. Contractor shall save the City, its officers and agents, and employees free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises of third persons.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS:

A. Provide all facilities and controls, of substantial construction, as required to serve intended purpose during full life of construction or for full extent of need during construction, and as approved by the Architect. Maintenance, operation, and control of all new or temporary electrical or mechanical facilities put into operation before final acceptance of project will complete responsibility of Contractor until final acceptance.

3.02 GRADES, LINES AND LEVELS:

A. All dimensions show for existing site conditions and all dimensions required for work of this Contract that is to be performed shall be verifies by the Contractor by actual measurement of the existing conditions. Any discrepancies between the Contract requirements and the existing conditions shall be referred to the Quality Control Manager before any work affected thereby has been performed.

B. Establish and maintain all grades, lines, levels and bench marks and be responsible for same. Report any errors or inconsistencies before starting work.

1. Contractor is responsible for securing copies of the electronic files for the project coordinates, for use by Contractor's surveyor to use in establish controls for the building location.

C. Provide and maintain well built batterboards at all corners and establish bench marks not less than two (2) widely separated places. As work progresses, establish bench marks at each floor or roof bearing as may be required, giving exact levels.

D. As work progresses, lay out forms, rough flooring on ground, exact locations of all partitions, where required, as a guide to all trades. Each trade shall lay out his work to interfere as little as possible with location of work of other trades. Bring obvious conflicts to the attention of the Quality Control Manager.

3.03 REMOVAL:

A. As facilities and controls are no longer needed to serve original purpose, they shall be completely removed from site and all debris cleaned up and removed. At end of the Contract, and prior to final acceptance, no evidence of temporary facilities or Contractor's operations shall remain.

B. Clean and repair damage caused by installation or use of temporary facilities. Remove temporary underground installations.

3.04 CLEANING DURING CONSTRUCTION

A. Cleaning shall be in accordance with Section 017200, "Cleaning".

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END OF SECTION

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SECTION 01 52 40

CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section specifies the administrative and procedural requirements for diversion of non-hazardous construction and demolition waste from landfill.

1.2 PERFORMANCE REQUIREMENT

A. Performance Requirement: It is a requirement of this Project that a minimum of **75** percent (by weight) of non-hazardous construction and demolition debris be diverted from the landfill.

1.3 DEFINITIONS

A. Construction Waste: Building improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging materials such as cardboard.

B. Demolition Waste: Building improvement materials resulting from selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

G. Recyclable Materials:

1. Products and materials that can be recycled may include, but are not limited to, the following:

a. Metals (ferrous and non-ferrous), including banding, metal studs, ductwork, aluminum cans, and piping.

b. Gypsum board.

c. Paper.

d. Cardboard.

e. Wood products, including crates and pallets.

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f. Carpet.

g. Plastics.

h. Copper wiring.

i. Mechanical and electrical products and equipment.

2. Final determination of actual recyclable materials will be based on the local recycling facility capability.

1.4 SUBMITTALS

A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

B. Waste Reduction Calculations: Before request for Substantial Completion, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

C. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices. If a construction and demolition recycling facility is used, include signed letters from the facility indicating the weight or volume of the material sent to the facility, as well as the state approved monthly diversion rates for that facility.

D. Submit other records, including records of sales and donations, as applicable and required to substantiate conformance with waste management goals.

1.5 WASTE MANAGEMENT GOALS

A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of **75** percent by weight of total waste generated by the Work, at a minimum.

B. The Contractor shall take a proactive and responsible role in the management of construction waste, and shall require all subcontractors, vendors, and suppliers to participate in the effort.

C. The Contractor shall establish a construction waste management program for this Project that includes, but is not limited to, the following;

1. Salvage and reuse.

2. Salvage for resale.

3. Recycling.

4. Disposal.

D. Only trash or waste materials that cannot be practically or economically reused or recycled shall be transported to the landfill.

1.6 WASTE MANAGEMENT PLAN

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A. General: Develop plan consisting of waste identification and waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout Waste Management Plan.

B. Identify the off-site Recycling Service and Hauler of each designated debris item, who have agreed to accept and divert that item from landfill, and the proposed quantities. Schedule each item and list off-site Recycling Service and Hauler company name, telephone number, address, and person contacted.

C. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

1.7 PLAN IMPLEMENTATION

A. Maintain a log of each load, of each category item diverted from landfill. Log in separately debris sent to a Class III and/or Class II landfills and materials sent to recycling facilities.

1. Include in log, type of load, load weight, name of hauling service; recycling service or landfill, and date accepted by recycling service or by landfill.

2. Owner reserves the right to audit the log at any time, retain and make available, all weight tickets, copies of receipts and invoices.

3. Submit a Monthly Construction Waste Management Report with each Application for Payment. Monthly reports shall indicate all material removed from the project, and it's eventual disposition, recycling or landfill. Provide weights for all materials and percentages of total waste recycled.

B. Material Handling:

1. Separation Facilities:

a. Designate a specific on site area or areas to facilitate separation of materials for potential salvage or reuse, recycling, and return.

b. Keep waste bins and pile areas neat and clean. Clearly mark bins for each category of waste. Do not mix non-recyclable waste with materials designated for reuse or recycling.

2. Do not permit designated materials to become contaminated or to contaminate site or surrounding areas.

3. Construction and demolition recycling facilities are an acceptable means of landfill diversion. If such a facility is utilized, monthly diversion records for the construction and demolition recycling facility and a letter from the facility identifying weights or volumes of material processed by the facility for the Project must be submitted.

C. Training and Coordination:

1. Furnish copies of the Waste Management Plan to all on-site supervisors and each subcontractor.

2. Provide on-site instruction of appropriate separation, handling, and recycling, salvage or reuse, and return methods to be used by all entities at the appropriate stages of the Project.

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3. Include construction and demolition debris management on the agenda of meetings. At a minimum, discuss waste management goals and issues at the following meetings:

    a. Pre-construction meeting.

    b. Regularly scheduled job-site meetings.

END OF SECTION

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SECTION 01 60 00

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 PRODUCTS

A. Products include materials, equipment, and systems.

B. Comply with Specifications and referenced standards as minimum requirements.

C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

1.02 WORKMANSHIP

A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality.

C. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.03 MANUFACTURER'S INSTRUCTION

A. When work is specified to comply with manufacturer's instructions, submit copies as specified in Section 013000, distribute copies to persons involved, and maintain one set in field office.

B. Perform work in accordance with details of instructions and specified requirements. Should a conflict exist between Specifications and instructions, consult with Quality Control Manager and/or the Architect.

1.04 TRANSPORTATION AND HANDLING

A. Transport Products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened container or packaging.

B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage.

C. Promptly inspect shipments to assure that Products comply with requirements, quantities are included, and Products are undamaged.

1.05 STORAGE AND PROTECTION

A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.

B. For exterior storage of fabricated Products, place on sloped supports above ground. Cover Products subject to deterioration with impervious sheet covering; provide

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ventilation to avoid condensation.

C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.

D. Arrange storage to provide access for inspection. Periodically inspect to assure Products are undamaged, and are maintained under required conditions.

E. After installation, provide coverings to protect Products from damage from traffic and construction operations, remove when no longer needed.

END OF SECTION

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SECTION 01 63 00

SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 PRODUCT OPTIONS

A. For products specified only by reference standard, select product meeting that standard, by any manufacturer.

B. For products specified by naming three or more products or manufacturers, it is intended that the specified products of those manufacturers shall be furnished.

C. For products specified by naming one or more products or manufacturers and stating "or other approved", or "or approved equal", or other such wording on Drawings or within Specifications Sections, it is intended that the products by Acceptable Manufacturer's, which in the opinion of the Architect are equivalent to the specified product, specified by product number, may be furnished.

1. Submit a request for substitutions for any product or manufacturer which is not specifically named, but only after submitting bid on specified products and systems.

2. Use attached Substitution Request Form.

D. For products specified by naming one or more products or manufacturers and stating "no substitution", it is intended that the specified product of that Manufacturer shall be furnished.

1.02 SUBSTITUTIONS

A. It is the intent of the Owner and Architect to have this project constructed with materials, products and systems originally designed and specified into project. This opportunity to request substitutions is not for the convenience of bidders or contractors to submit bids for materials, products and systems which may be more familiar to them, or having a lesser cost.

1. If, in the opinion of the Architect, a product is deemed an acceptable alternative, any potential cost savings recognized by the contractor shall be passed back to the Owner.

C. The burden of substantiating the equivalency of a substitution option rests solely with the Contractor. Time spent by the Architect researching the adequacy of such substitutions will be charged to the Contractor.

D. Submit separate request for each substitution. Support each request with an explanation for request, and include:

1. Complete data substantiating compliance of proposed substitutions with requirements stated in Contract Documents:

a. Product identification, including manufacturer's name and address.

b. Manufacturer's literature; identify:

1) Product description.

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2) Reference standards.

3) Performance and test data.

c. Samples, as applicable.

d. Name and address of similar projects on which product has been used, and date of each installation, as well as servicing agency and installer.

2. Itemized comparison of the proposed substitution with products specified, listing significant variations.

3. Data relating to changes in the construction schedule.

4. Any effect of substitution on separate contracts.

5. Any effect of substitution on in-place construction, or other materials and systems to be installed.

6. Accurate cost data comparing proposed substitution with product specified.

7. Designation of required license fees or royalties.

8. Designation of availability of maintenance services and sources of replacement materials.

E. Substitutions will not be considered for acceptance when:

1. Lesser material cost is the sole reason for request.

2. They are indicated or implied on shop drawings or product data submittals without formal request.

3. Acceptance may require revision of Contract Documents.

F. Substitute products shall not be ordered or installed without written acceptance and authorization of Architect.

G. Only the Architect will determine the acceptability of proposed substitutions.

1.03 REPRESENTATIONS

A. In making a legitimate, authorized formal request for substitution, represent that:

1. A thorough investigation has transpired concerning the proposed product, and it has been determined that it is equal to or superior in all respects to that specified.

2. The same warranties or bonds, and guarantees will be provided as for that specified.

3. Installation of the accepted substitution will be coordinated into the work; and such changes to in-place work, ordered materials and products, or other work to be in progress prior to installation of the requested substitutions, will be performed without any additional cost to Owner.

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1.04 DUTIES

A. Requests for substitutions must be expeditiously forwarded for consideration.

B. Notification of decisions concerning acceptance or rejection will be in writing, and are final without need for clarification.

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SUBSTITUTION REQUEST FORM

Failure to complete this form with information required will nullify any request for substitution.

TO:_____

PROJECT: City of San Ramon – Fire Station 34

We hereby submit for your consideration the following product instead of the specified item for the above project:

SECTION	PARAGRAPH	SPECIFIED ITEM
_____	_____	_____

Proposed Substitution:_____

Attach complete technical data, including laboratory test, if applicable.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

Fill in Blanks Below:

A. Does the substitution affect dimensions shown on Drawings?

Yes ____ No ____. If yes, clearly indicate changes.

_____

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

_____

C. What affect does substitution have on other trades? _____

_____

D. What affect does substitution have on applicable code requirements?

_____

E. Differences between proposed substitution and specified item?

_____

F. Manufacturer's guarantees of the proposed and specified items are: _____Same _____Different (explain on attachment)

G. ICBO Number of proposed substitution: _____.

****

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For Use by Design Consultant

____Accepted ____Accepted as Noted

____Not Accepted ____Received Too Late

____Approved as alternate - See Bid Form

****

CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE

The undersigned states that the function, appearance and quality are equivalent or superior to the specified time.

Submitted By:

_____ By_____
Signature Title

_____ Date _____
Firm

_____ Remarks _____
Address

_____
_____
Telephone Date _____

_____

_____

Signature must be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

END OF SECTION

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SECTION 01 64 00

OWNER FURNISHED PRODUCTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
1. Requirements for installing Owner-furnished products, including providing miscellaneous items and accessories for a complete, functioning installation.

B. Related Sections:
2. Section 11 25 16 Fire Station Equipment
3. Section 11 31 00 Residential Appliances

1.02 PRODUCT HANDLING

C. Protection: Contractor shall use means necessary to protect the materials of this Section before, during, and after installation and to protect completed Work, including products installed by others.

D. Replacements: In the event of damage, Contractor shall immediately repair all damaged and defective Work to satisfaction of Owner's Representative, at no change in Contract Time and Contract Sum.

PART 2 - PRODUCTS

2.01 OWNER FURNISHED / CONTRACTOR INSTALLED (OFCI) PRODUCTS

A. Products Identified with Contractor Responsibility for Installation:

1. Contractor shall verify mounting and utility requirements for accepted products.

2. Contractor shall provide mounting and utility rough-ins for OFCI products.

a. Rough-in locations, sizes, capacities and similar type shall be as indicated and required by product manufacturers.

b. If the Owner substitutes items similar to those scheduled there shall be no change in rough-in cost, unless substitution occurs after rough-in has been completed or rough-in involves other mounting requirements, utilities of different capacity than those required by item originally specified.

3. For items Designated to Be Owner- or Vendor-Furnished: Owner or its vendor will furnish manufacturer's literature or information, shop drawings, or appropriate information for preparing required shop drawings.

B. Installation Instructions: Approved manufacturer's printed descriptions, specifications, and recommendations shall govern the Work, unless specifically indicated otherwise.

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C. Electrical Components: Contractor shall comply with requirements specified in Division 26 - Electrical, including California Electrical Code (CEC).

D. Plumbing and HVAC Components: Contractor shall comply with requirements specified in Division 22 – Plumbing and Division 23 – HVAC, including California Plumbing Code (CPC) and California Mechanical Code (CMC).

2.02 OWNER FURNISHED – CONTRACTOR INSTALLED PRODUCT REQUIREMENTS

A. Products Furnished by Owner and Installed by Contractor:

1. Contractor shall coordinate delivery of OFCI products. Owner will furnish products to coincide with construction schedule.

2. Owner will:
   a. Furnish standard integral components of products.
   b. Deliver products to site. Contractor shall assist Owner in offloading products.

3. The Contractor shall:
   a. Receive products at site and give written receipt for product at time of delivery, noting visible defects and omissions; if such declaration is not given, the Contractor shall assume responsibility for such defects and omissions.
   b. Store products until ready for installation and protect from loss and damage.
   c. Uncrate, assemble and set products in place.
   d. Install products in accordance with manufacturer's recommendations, instructions and shop drawings under supervision of manufacturer's representative where specified, supplying labor and material required and making mechanical, plumbing and electrical connections necessary to operate equipment.
   e. Where so specified, installation shall be only by installer approved by manufacturer. If known, approved installer is identified on the Drawings or in the Specifications.
   f. Provide and install backing for all products weighing 20 pounds or more.
   g. Treat all Owner or Vendor supplied products with the same care as all Contractor furnished items.

B. Products Furnished and Installed by Owner:

1. Contractor prepare; vendor install:
   a. General: Contractor shall coordinate deliveries of vendor-supplied products. Vendor will furnish products to coincide with the construction schedule.
   b. Vendor will:
      1) Furnish standard integral components of products.
      2) Deliver products to site.
      3) Make connections to roughed-in utilities.
   c. Contractor shall:
      1) Receive products at site and give written notice of receipt of each product at time of delivery, noting visible defects.
      2) Provide rough-in of utility products in accordance with manufacturer's rec

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ommendations, instructions and shop drawings under supervision of the manufacturer's representative where specified.

3) Provide and install backing for all products weighing 20 pounds or more.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

1. Prior to commencing Work, Contractor shall verify that Work specified in other Sections has been properly completed and installed as specified to allow for installation of all materials and methods required of this Section.

2. Contractor shall verify that new and existing products and conditions are satisfactory for installation or relocation of OFCI products. If unsatisfactory conditions exist, do not commence the installation until such conditions have been corrected.

B. Discrepancies:

1. In the event of discrepancy, Contractor shall immediately notify the University's Representative.

2. Contractor shall not proceed with installation in areas of discrepancy until all such discrepancies have been resolved.

3.02 INSTALLATION

A. Contractor shall relocate and reinstall existing products in accordance with Contract Documents and reviewed shop drawings, original manufacturer's instructions and recommendations if applicable and as directed.

B. Contractor shall install Owner-furnished products in accordance with reviewed shop drawings and manufacturer's printed instructions, as applicable.

3.03 ADJUATING AND CLEANING

A. Contractor shall adjust products as necessary and as directed by Owner's Representative.

B. Contractor shall clean all new and relocated OFCI products.

C. Contractor shall protect OFCI products from damage until Contract Completion.

END OF SECTION

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SECTION 01 70 00

CONSTRUCTION PROCEDURES

1.01 DEFINITIONS

A. Concealed Spaces: Spaces which are not accessible after completion of construction.

B. Cutting: Removal of material by cutting, sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation.

C. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.

D. Debris: Rubbish, waste materials, litter, volatile wastes, and similar materials, with the exception of surplus materials which are to become the property of the Owner.

E. Operational Elements: Equipment, moving parts, electrical conductors, sound and vibration control materials, waterproofing, vapor retarders, piping, ducts, tanks, and other similar materials and components which convey or retard the passage of liquids, gases, heat, light, persons, animals, or insects or which perform a similar function; not including structural elements.

F. Patching: Restoration to completed condition by patching, repairing, finishing, filling, closing up, and similar operations.

G. Replacement: Replace the entire element, surface, or product.

1.02 SUBMITTALS

A. Proposals for Cutting and Patching: Submit request 10 working days in advance of the time the work is to be performed to obtain approval; include:

1. Description of the nature of the work and how it is to be performed, including reasons why cutting cannot be avoided.

2. Description of results expected, including impact on safety and on structural, operational, and visual qualities.

3. If utilities are affected, describe the changes required and be specific as to how long service will be cut off.

4. If cutting of structural work results in the need for additional reinforcement, provide details and engineering calculations to show how that reinforcement satisfies the original structural requirements.

5. Submit product data for materials proposed for patching.

B. Startup Reports: Include a statement that the item has been installed properly and is functioning correctly. Include the following information:

i) Item started up.
ii) Date of startup operation.
iii) Entity performing startup.
iv) Applicable specification section.
v) Results of startup.

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vi) Signature of person performing startup.

C. Field Correction Requests: Submit immediately upon discovery of deviation required; include a detailed description of the problem, recommended changes, and reasons it is not possible to comply with the Contract Documents.

D. Certificate from surveyor stating that the construction has been placed in the locations and at the elevations required by the Contract Documents.

1.03 PROJECT CONDITIONS

A. Take precautions to prevent fires and to facilitate fire-fighting operations.

1. Keep flammable materials in non-combustible containers; store away from potential fire sources; remove flammable waste regularly.

2. Keep temporary and permanent fire fighting facilities readily accessible; keep fire fighting routes open.

3. Do not allow smoking in areas where highly combustible or explosive materials are present.

4. Carefully supervise the operation of potential fire sources, including heating units.

5. Conduct welding operations in manner to prevent fire; comply with local regulations.

B. Take precautions to prevent accidents due to physical hazards:

1. Provide barricades, warning lights, or signs as required to inform personnel and the public of the hazard being protected against.

2. Safety barricades: Comply with regulations.

3. Provide temporary walkways where walking surfaces are hazardous.

4. Provide construction fencing to secure entire site area.

C. Take care to prevent pollution of air, water, and soil. Comply with environmental protection regulations.

1. The Contractor shall comply with all applicable standards, orders or requirements of the Clean Air Act of 1970, including but not limited to Section 306 (42 U.S.C. 7606), Executive Order 11738, prohibiting contracting with Clean Air Act violators; and Sections 608 and 609 (42 U.S.C. 7671g. 7671h) as amended November 15, 1990, prohibiting the intentional release of chlorofluorocarbons into the environment when performing work specified by the contract.

2. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 508 of the Clean Air Act (33 U.S.C 1368) Executive Order 11738.

3. The Contractor shall exercise extreme care when excavating adjacent to existing utilities. The Contractor shall include in his bid all labor and materials necessary to protect existing utilities. If no pay item is provided in the contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

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4. The Contractor shall comply with all applicable standards, orders or requirements of the Base regarding "Stormwater Management and Discharge Control", prohibiting the discharge of non-stormwater to a stormwater conveyance system.

5. The Contractor shall comply with all applicable standards, orders, or requirements of the Environmental Protection Agency regulations (40 CFR, Part 15).

6. The Contractor shall comply with all applicable standards, orders, or requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001 et seq, as amended).

D. Prevent erosion due to rainwater runoff.

E. Control windblown dust; prevent nuisance to Owner's personnel and visitors.

F. Prevent flooding of excavations, below-grade construction, and adjacent areas due to rainwater runoff.

G. Do not use tools or equipment which produce harmful levels of noise.

1. Minimize the use of noise-making tools and equipment during hours that adjacent areas are in use.

H. Keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.

I. Control rodents and other pests.

J. Keep adjacent areas free of debris due to this work.

K. Provide adequate traffic control by means of signs, signals, and flagmen, as necessary.

L. Provide temporary means of draining roofs where required.

M. Conduct construction operations so that no part of the work is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.

N. Conduct construction operations so that waste of power, water, and fuel is avoided.

O. Provide temporary supports as required to prevent movement and structural failure.

P. Install products only during environmental conditions which will ensure the best possible results.

Q. During the progress of the work, the Contractor shall keep the site of the work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. The contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Equipment and material storage shall be confined to areas approved by the Architect. Disposal of all rubbish and surplus materials shall be off the site of construction, at the Contractor's expense, and in accordance with local codes and ordinances governing locations and methods of disposal, and in

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conformance with all applicable safety laws, and to the particular requirements of subpart H, Section 1926.252 of the OSHA Safety and Health Standards for Construction.

1.04 ILLNESS AND INJURY PREVENTION PROGRAM:

A. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program in accordance with all applicable standards. This Program shall be on file at time of Notice of Award of Contract.

1.05 GRAFFITI CONTROL:

A. The Contractor shall maintain all site improvements, including any temporary facilities, equipment or other materials in a graffiti free condition throughout the construction period, until acceptance of the project by the Owner. Graffiti encountered on the job site shall be removed by the Contractor within twenty-four (24) hours.

1.06 SEQUENCING AND SCHEDULING

A. Install products only at the time and in the sequence which will ensure the best possible results.

B. Coordinate required administrative activities with related construction activities.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Patching Materials: Identical to the materials of the work to be cut, unless indicated as specific materials specified in other sections.

PART 3 - EXECUTION

3.01 GENERAL EXAMINATION REQUIREMENTS

A. Prior to performing work, examine the applicable substrates and the conditions under which the work is to be performed.

B. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.

C. Conditions which could have been discovered by examination will not be allowed as cause for claims for extra work.

D. The existence and location of construction indicated as existing on the drawings are not guaranteed. In particular, verify the following:

1. Underground utilities.
   (1) Other underground construction.

   (2) Location and invert elevation of points of connection to piped utilities.

E. Verify that utility requirements of operating equipment are compatible with building utilities.

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F. Verify space requirements of items which are shown diagrammatically on the drawings.

3.02 GENERAL PREPARATION REQUIREMENTS

A. Take field measurements as required to fit the work properly.

B. Recheck measurements prior to installing each product.

3.03 GENERAL INSTALLATION PROCEDURES

A. Accurately locate the work and components of the work; make vertical work plumb; make horizontal work level.

B. See sections describing specific parts of the work for additional requirements.

C. Where space is limited, install components to maximize space available for maintenance and to maximize ease of removal for replacement.

D. In finished areas, conceal pipes, ducts, and wiring within the construction, unless otherwise indicated.

E. Coordinate exact locations of fixtures and outlets with finish elements.

F. Install work in such a manner and sequence as to preclude, if possible, or at least to minimize, cutting and patching.

1. Do not cut any operational elements.

3.04 CUTTING AND PATCHING PROCEDURES

A. Use specified cutting and patching procedures when cutting or patching is required for any of the following activities:

i) Fitting the parts of the work together.
ii) Repairing existing work to remain.
iii) Installing ill-timed work.
iv) Removing and replacing defective and nonconforming work.
v) Removing samples of work for testing.
vi) Making openings in elements of work for penetrations, such as for piping, conduit, duct, and the like.
vii) Uncovering work for observation.
viii) Repairing damage.

B. Perform cutting and patching at earliest time feasible, unless otherwise indicated or directed by the Owner.

C. Use procedures specified in applicable product sections as well as those specified in this section:

1. Use procedures recommended by original installer, when such information is available.

2. Where required, obtain approval of procedures by the Owner.

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3. Cut using methods that are least likely to damage adjacent work and work to remain and which will provide proper surfaces for patching.

4. Make cuts neatly with minimum disturbance of adjacent work.

5. Use appropriate tools intended for sawing or grinding and not for chopping or hammering.

6. Do not use pneumatic tools without prior approval.

7. Where installation of similar new work is included, perform patching in manner specified for installation of new work.

8. Where new work is inserted into or through the work that is cut, fit the patched work tightly to the new work.

9. Patch with seams which are durable and as invisible as possible.

10. Repair substrate prior to patching finish.

D. Employ skilled workers to perform cutting and patching work. Use the original installer of the work to perform cutting and patching.

E. Work Exposed to View: Do not cut or patch in a manner that would result in a lessening of the building's aesthetic value, as determined by the Owner.

1. Generally, cut from exposed side into concealed spaces to avoid unnecessary damage to finish.

2. Do not cut and patch in a manner that would result in substantial visual evidence of cut and patch work.

3. Restore exposed patched finishes in a manner which eliminates evidence of patching and refinishing.

(1) For continuous surfaces, extend refinish to nearest intersection, with a neat transition to adjacent surfaces.

(2) For assemblies: Refinish entire unit.

(3) Painted piping, conduit, and duct: Clean and repaint.

4. Remove and replace work which is patched in a visually unacceptable manner.

F. Structural Elements: Maintain structural capacities; do not increase deflection under design load; provide reinforcing where required. Before cutting any structural member, obtain the Owner's approval of the proposed method.

G. Existing Conditions: Patch existing work to match adjacent existing work to remain.

1. Where specified procedures for similar new work are applicable, use those procedures for cutting and patching existing construction.

2. Take precautions to avoid damage to unanticipated utilities and structural elements.

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If such elements are encountered, report nature and extent to the Project Manager / Project Engineer and request instructions as to how to proceed.

H. Concealed Work: Uncover the concealed work, cut and patch, and patch the covering work.

I. Concrete and Masonry: Use saws or drills which produce a neat cut; remove in small sections.

1. Overcuts will not be permitted.

J. Protect the part of the project which is exposed during cutting and patching operations from adverse weather.

3.05 INSTALLATION OF COMPONENTS

A. Install all products in accordance with manufacturer's instructions and recommendations, whether conveyed in writing or not.

B. Mounting Heights: Where mounting heights are not indicated, install components at mounting normally encountered for similar components. Obtain the Project Manager / Project Engineer's instructions for uncertain mounting heights.

C. Separate incompatible materials with suitable materials or spacing.

1. Prevent cathodic corrosion.

D. Joints in Exposed Work: Make joints of uniform widths. Where joint locations are not indicated, arrange joints for the best visual effect. When in doubt, obtain the Project Manager / Project Engineer's instructions.

E. After installation, adjust operating components to proper operation.

3.06 PROCEDURES FOR CORRECTION OF WORK

A. The following must be replaced (repair is not acceptable):

1. Damaged surfaces exposed to view which cannot be repaired without visible evidence of repair.

2. Components which cannot be repaired to proper operating condition.

3. Scratched transparent materials.

B. Repair or Replace:

1. Components which do not operate properly.

2. Surfaces exposed to view which cannot be cleaned to original condition.

3. Permanent facilities used during construction.

4. Other defective work.

C. Acceptable Repair Methods:

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1. Replacing parts.

2. Refinishing.

3. Touching up with matching materials.

4. Proper adjustment of equipment.

D. When it is necessary to deviate from the Contract Documents in order to accomplish corrective action, submit a field correction request.

E. Restore permanent facilities used during construction to specified condition.

3.07 FACILITY STARTUP

A. Put each item of equipment and each system into full, satisfactory operation.

B. Prior to Startup:

1. Verify that equipment and systems are complete, correctly connected to utilities, and tested.

2. Comply with requirements of manufacturer.

3. Inspect and test as required to ensure that work is installed as specified and to determine suitability for energizing.

4. Provide power and fuel for startup and testing.

5. Change over form temporary to permanent utility sources.

6. Re-adjust and lubricate operating components as required to ensure smooth and unhindered operation. Check drive rotations, belt tension, control sequences, and other features which might cause damage if not properly adjusted.

7. When specified or when required by manufacturer, have manufacturer□s representative prepare for startup or supervise such preparation.

C. Execute startup under supervision of responsible personnel in accordance with the manufacturer's instructions. When specified or when required by manufacturer, have manufacturer's representative perform startup.

D. After startup, adjust equipment and systems as required for proper operation. Where specified, perform tests or inspections to determine status of operation.

E. Demonstrate the operation and maintenance of equipment and systems to personnel designated by the Project Manager / Project Engineer, prior to substantial completion.

1. Have final operating and maintenance data available during demonstration.

F. For equipment and systems which have different operation at different seasons, demonstrate operation during subsequent seasons until fully demonstrated.

3.08 FINAL CLEANING

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A. Provide final cleaning as specified in Section 017200, Cleaning.

END OF SECTION

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SECTION 01 71 00

CONTRACT CLOSEOUT

1. GENERAL

1.01 Summary. This Section describes requirements and procedures for substantial and final completion, project cleaning, testing of equipment and systems, close-out, project record documents, and warranties. Full compensation for the required closeout provisions shall be considered as included in the contract price paid for the various items of work involved, and no additional compensation shall be allowed therefore.

1.02 Substantial Completion

A. Removal of Temporary Construction Facilities and Project Cleaning. Prior to Substantial Completion inspection: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to specified condition.

B. Equipment and Systems. Prior to Substantial Completion, Contractor shall start up, run for periods prescribed by Owner, operate, adjust and balance all manufactured equipment and Project systems, including but not limited to, mechanical, electrical, safety, fire and controls. Contractor shall demonstrate that such equipment and systems conform to contract standards and manufacturer's guarantees. Where applicable, use testing protocols specified, and if the contract is silent, then consistent with manufacturer's recommendations and industry standards.

C. Procedure for Substantial Completion

1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner, with list of items remaining to be completed or corrected and explanation of why such items do not prevent Owner's beneficial use and occupancy of the Work for its intended purposes. Give notice at least seven (7) days in advance of the time inspection is to be performed. Within areasonable time following notice, Owner will inspect to determine status of completion.

2. The Architect and Owner Representative will be accompanied on the inspection by the Contractor, as well as any Consultants that the Architect may request to be present.

3. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. Owner will re-inspect the Work. If deficiencies previously noted are not corrected on re-inspection, then pay the cost of the re-inspection.

4. It is the Architect's goal to have all punch list items resolved and completed prior to occupying the building. In general, the Contractor and its subcontractors are expected to remedy defective work within one

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week after Punchlist items are identified. The Contractor and subcontractors acknowledge that Owner-mandated changes may require greater flexibility, requiring additional manpower and shorter turnaround periods at no additional cost to the Owner.

5. When Owner concurs that Work is Substantially Complete, Owner will issue a written notice or certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by Owner.

6. Manufactured units, equipment and systems that require startup must have been started up and before a notice or certificate of Substantial Completion will be issued.

7. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these visits.

8. In addition to submittals required by the Contract Documents, provide submittals required by governing authorities.

1.03 Final Completion

A. Final Completion occurs when Work meets requirements for Owner's Final Acceptance.

B. Procedure. When Contractor considers Work is Finally Complete, submit written certification that:

1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.

2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.

3. Project Record Documents are completed in accordance with Document 01 73 00 and turned over to Owner, and Work is complete and ready for final inspection.

C. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting given total adjusted Contract Sum, previous payments, and sum remaining due.

D. Should Owner determine that Work is incomplete or Defective, Owner promptly will so notify Contractor, in writing, listing the incomplete or Defective items. Contractor shall promptly remedy the deficiencies and notify the Owner when it is ready for re-inspection.

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1.04 Final Adjustments of Accounts

A. Submit a final statement of accounting to Owner, showing all adjustments to the Contract Sum and complete and execute Document 00 6530, “Agreement and Release of Claims”.

B. If so required, Owner shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

1.05 Warranties

A. Execute Contractor’s Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized. Assemble in Specification Section order.

B. Submit material prior to final Application for Payment. For equipment put into use with Owner’s permission during construction, submit within 14 Days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.

C. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents. Warranty shall be countersigned by manufacturers. Where specified, warranty shall be countersigned by Subcontractors and installers.

D. Rejection of Warranties: ; Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

E. Terms of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:

1. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.

2. Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.

1.06 Warranty of Title**.** No material, supplies, or equipment for Work under the Contract Documents 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 seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neighbor Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by the Contract Documents shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair the rights of persons

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furnishing materials or labor under a bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

1.07 Additional Stock. Where specified, Contractor shall provide additional stock of specified materials. Contractor shall turn over extra stock in unopened packaging, clearly labeled as to product. Contractor shall locate additional stock as directed by Owner.

1.01 Turn-In. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned in to Owner.

1.02 Release of Claims. Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Claims) is completed and executed by Contractor and Owner.

1.03 Inspection Coordination. Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable); coordinate with Owner a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

END OF DOCUMENT

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SECTION 01 72 00

CLEANING

PART 1 - GENERAL

1.01 QUALITY ASSURANCE

A. Inspection: Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.

B. Codes and standards: In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

1.02 PAYMENT

A. Full compensation for the required cleaning shall be considered as included in the contract price paid for the various items of work involved, and no additional compensation shall be allowed therefore.

PART 2 - PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

A. Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

B. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.01 PROGRESS CLEANING

A. General:

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.

2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.

3. At least weekly, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.

4. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection, safety, and protection of the environment.

5. Keep all Owner streets clean and ensure that storm drain systems remain free of construction debris.

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B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.

2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site: restack, tidy, or otherwise service all arrangements to meet the requirements of paragraph A above.

3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.

2. Weekly, and more often if necessary, sweep all interior spaces clean. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom.

3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.

4. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials have been installed. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from all foreign material which may be injurious to the finish floor material.

3.02 FINAL CLEANING

A. Definition: Except as otherwise provided, "clean" (for the purpose of this Article) shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.

B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.01 above.

C. Site: Unless otherwise specifically directed, broom clean all paved areas on the site and all public paved areas directly adjacent to the site. Completely remove all resultant debris.

D. Structures:

1. Exterior: Visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, a light sandblasting or other cleaning at no additional cost to the Owner may be required.

2. Interior: Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint droppings, spots, stains, and dirt from finished surfaces. Use only the specified cleaning materials and equipment.

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3. Glass: Clean all glass inside and outside.

4. Polished surfaces: To all surfaces requiring the routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished.

5. Timing: Schedule final cleaning as approved by the Project Manager / Project Engineer to accept a completely clean project. Final cleaning must be complete prior to final walk through and acceptance of the project.

3.03 CLEANING DURING OWNER'S OCCUPANCY

A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Project Manager / Project Engineer in accordance with the General Conditions of the Contract.

END OF SECTION

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SECTION 01 73 00

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 QUALITY ASSURANCE

A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff.

B. Accuracy of Records: Thoroughly coordinate all changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of drawings and other Documents where such entry is required to properly show the change. Accuracy of records shall be such that future search for items shown in the Contract Documents may reasonably rely on information obtained from the approved Record Documents.

C. Timing of Entries: Make all entries within 24 hours after receipt of information.

1.02 SUBMITTALS

A. The Project Manager’s approval of the current status of Record Documents will be a prerequisite to Owner's approval of requests for progress payments and final payment under the Contract.

B. Final Submittal: Prior to submitting request for final payment, submit the final Record Documents to the Project Manager and secure his approval.

1. Contractor shall stamp and sign the record documents. Stamp shall contain the heading "As-Builts".

1.03 PRODUCT HANDLING

A. Use all means necessary to maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of the recorded data to the final Record Documents. In the event of loss of recorded data, use all means necessary to secure the data to the Architect's approval; such means shall include, if necessary in the opinion of the Architect, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the Contract Documents.

1.04 PAYMENT

A. Full compensation for the required record drawings shall be considered as included in the contract price paid for the various items of work involved, and no additional compensation shall be allowed therefore.

PART 2 - PRODUCTS

2.01 RECORD DOCUMENTS

A. Job Set: Promptly following award of Contract, provide one complete set of all Documents comprising the Contract.

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PART 3 - EXECUTION

3.01 RECORDING

A. Identification: Immediately upon receipt of the job set described above, identify each of the Documents with the title "RECORD DOCUMENTS - JOB SET."

B. Preservation:

1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Architect.

2. Do not use the job set for any purpose except entry of new data and for review by the Architect, until start of transfer of data to final Record Documents.

3. Maintain the job set at the site of Work.

C. Making entries on Drawings: Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by note and by graphic line, as required. Date all entries. Call attention to the entry by a "cloud" around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.

D. Making Entries on Other Documents: Clearly indicate the change by note in ink, colored pencil, or rubber stamp.

E. Conversion of Schematic Layouts:

1. In most cases on the Drawings, arrangement of conduits and circuits, piping, ducts, and other similar items, is shown schematically and is not intended to portray precise physical layout. Final physical arrangement is as determined by the Contractor, subject to the Architect's review. However, design of future modifications of the facility may require accurate information as to the final physical arrangement of items which are shown only schematically on the Drawings.

2. Show on the job set of Record Drawings, by dimension accurate to within 1", the centerline of each run of items such as are described in Paragraph 3.01.E.1 above. Clearly identify the item by accurate note such as "cast iron drain", "galv. water", etc. Show, by symbol or note, the vertical location of the item ("under slab", "in ceiling", "exposed", etc.). Make all identification sufficiently descriptive that it may be related reliably to the Specification.

3. Record elevations and exact locations of all new and existing utilities encountered or located underground.

4. Record revisions to electrical circuits.

5. The Architect may waive the requirements for conversion of schematic data where, in the Owner's judgment, such conversion serves no beneficial purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Architect.

6. Timing of Entries: Use all means necessary, including the proper tools for measurement, to determine actual locations of the installed items.

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F. Contractor shall record Specification and Addenda. Contractor shall legibly mark-up each Section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.

2. Changes made by Revision Order, Directive and other modification.

3. Other matters not originally specified.

G. Shop Drawings and Samples. Contractor shall:

1. Maintain as record documents.

2. Legibly annotate shop drawings and samples to record changes made after approval.

3.02 AUDIT

A. Project record documents will be reviewed monthly by the Architect, who will use the current completeness of the record documents in evaluating the monthly progress payment request.

3.03 CHANGES SUBSEQUENT TO ACCEPTANCE

A. The Contractor shall have no responsibility for recording changes in the Work subsequent to acceptance of the Work by the Owner, except for changes resulting from replacements, repairs, and alterations made by the Contractor as part of his guarantee.

END OF SECTION

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SECTION 01 74 00

WARRANTIES

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. General Conditions of the Contract: Warranty, and Correction of Work.

B. Section 01710 - Contract Closeout: Contract closeout procedures.

C. Section 01710 - Contract Closeout: Operation and Maintenance Data.

D. Individual Specifications Sections: Provision of warranties required for specific products or work.

1.02 FORM OF SUBMITTALS

A. Form of Warranty: Written warranties, except manufacturer's standard printed warranties, shall be on the Contractor's, Subcontractor's, material supplier, or manufacturers own letterhead, addressed to the Owner. All warranties shall be submitted in duplicate, and in the format supplied with this section, modified as approved to suit the conditions pertaining to the warranty.

B. Bind warranties in commercial quality 8 1/2" x 11" binders, with hardback, cleanable, plastic covers.

C. Label cover of each binder with typed or printed title "WARRANTIES", with title of Project; name, address, and telephone number of Contractor; and name of responsible principal.

D. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.

E. Separate each warranty with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.03 PREPARATION OF SUBMITTALS

A. Obtain warranties, executed in duplicate by responsible subcontractor, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, beginning of time of warranty will commence on the date of substantial completion.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. All warranties shall be signed by both the General Contractor and the appropriate subcontractor.

D. Retain warranties until time specified for submittal.

1.04 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into service during construction with Architect's permission, submit documents within ten days after acceptance.

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B. Make other submittals prior to final Application for Payment.

1.05 WARRANTY REQUIREMENTS

A. Contractor shall guarantee all work on the project against defective workmanship and materials for a period of one year from the date of Substantial Completion (unless longer warrantee times are indicated in specific sections of the specification).

1. Contractor shall repair or replace any such defective work in manner satisfactory to the Owner.

1.06 PAYMENT

A. Full compensation for the required warranties shall be considered as included in the contract price paid for the various items of work involved, and no additional compensation shall be allowed therefore.

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WARRANTY FOR _____WORK

We, the undersigned, hereby warrant that Work described above which we have furnished and/or installed for the following project:

City of San Ramon – Fire Station 34
San Ramon, California

is in accordance with the Contract Documents and that said Work as installed will fulfill or exceed all of the Warranty requirements. We agree to repair or replace our Work, together with any adjacent Work which is displaced or damaged by so doing, that proves defective in workmanship, material, or operation within a period of_____( ) year(s) from date of final acceptance of the project by the City or from the Date of Certificate of Substantial Completion, whichever is earlier, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the City, after being notified in writing, we, the undersigned, collectively and separately do hereby authorize the City to have said defects repaired and/or replaced and made good, and to pay in discharging said Work, including all collection costs and reasonable attorney fees.

Date:_____
(Subcontractor, Subcontractor, Manufacturer, Supplier)

By_____

Title_____

State License No._____

Date:_____ _____
(Contractor)

By_____

Title_____

State License No._____

Local Representative to be contacted for maintenance, repair and/or replacement service:

Name: _____

Address: _____

Phone No. _____

END OF SECTION

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SECTION 01 82 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training videotapes.

B. See Divisions 2 through 16 Sections for specific requirements for demonstration and training for products in those Sections.

1.2 SUBMITTALS

A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

B. Demonstration and Training Videotapes: Submit two copies within seven days of end of each training module.

1.3 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Pre-instruction Conference: Conduct conference at Project site. Review methods and procedures related to demonstration and training.

D. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

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PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:

1. HVAC Equipment.
2. Energy Management System
3. Station Alerting System
4. Vehicle Exhaust System

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include system and equipment descriptions, operating standards, regulatory requirements, equipment function, operating characteristics, limiting conditions, and performance curves.
2. Documentation: Review emergency, operations, and maintenance manuals; Project Record Documents; identification systems; warranties and bonds; and maintenance service agreements.
3. Emergencies: Include instructions on stopping; shutdown instructions; operating instructions for conditions outside normal operating limits; instructions on meaning of warnings, trouble indications, and error messages; and required sequences for electric or electronic systems.
4. Operations: Include startup, break-in, control, and safety procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; operating procedures for emergencies and equipment failure; and required sequences for electric or electronic systems.
5. Adjustments: Include alignments and checking, noise, vibration, economy, and efficiency adjustments.
6. Troubleshooting: Include diagnostic instructions and test and inspection procedures.
7. Maintenance: Include inspection procedures, types of cleaning agents, methods of cleaning, procedures for preventive and routine maintenance, and instruction on use of special tools.
8. Repairs: Include diagnosis, repair, and disassembly instructions; instructions for identifying parts; and review of spare parts needed for operation and maintenance.

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PART 3 - EXECUTION

3.1 INSTRUCTION

A. Facilitator: Contractor shall engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will furnish an instructor to describe Owner's operational philosophy.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner with at least seven days' advance notice.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a written performance-based test.

3.2 DEMONSTRATION AND TRAINING VIDEOTAPES

A. General: Engage a qualified commercial photographer to record demonstration and training videotapes. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. DVD Format: Provide high-quality DVD recording.

C. Narration: Describe scenes on videotape by audio narration by microphone while dubbing audio narration off-site during the time videotape is recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.

END OF SECTION

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SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Demolition and removal of selected portions of building or structure.
   2. Demolition and removal of selected site elements.
   3. Salvage of existing items to be reused or recycled.

1.02 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.03 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1.04 SUBMITTALS

A. Engineering Survey: Submit engineering survey of condition of building.

B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of selective demolition activities with starting and ending dates for each activity.

D. Pre-demolition photographs or video.

E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

F. Inventory of items that have been removed and salvaged.

1.05 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.06 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

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B. Notify Owner of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Storage or sale of removed items or materials on-site is not permitted.

D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

E. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.07 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Notify the Owner if it appears that removing any unforeseen element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

C. Inventory and record the condition of items to be removed and salvaged.

3.02 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.03 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain for on-going operations and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
   1. Arrange to shut off utilities with utility companies.

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2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
    a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

3.04 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

C. Remove temporary barricades and protections where hazards no longer exist.

3.05 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
4. Maintain fire watch during and after flame-cutting operations.
5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
6. Dispose of demolished items and materials promptly. Comply with requirements in Section 01 52 40 "Construction Waste Management".

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

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C. Removed and Salvaged Items:
   1. Clean salvaged items.
   2. Pack or crate items after cleaning. Identify contents of containers.
   3. Store items in a secure area until delivery to Owner.
   4. Transport items to Owner's storage area designated by Owner.
   5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse.
   2. Pack or crate items after cleaning and repairing. Identify contents of containers.
   3. Protect items from damage during transport and storage.
   4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.06 CLEANING

A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 01 52 40 "Construction Waste Management".
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

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SECTION 03 30 00

SITE CONCRETE

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.

1.02 DESCRIPTION

A. Furnish all labor, materials and equipment for the complete installation of all concrete work, flatwork and poured-in-place as shown in the Plans and as specified herein.

1.03 REFERENCES

A. Caltrans Standard Specifications, latest edition.

B. California Building Code (CBC) and California Administrative Code (Title 24), latest editions.

1.04 QUALITY ASSURANCE

A. For all flatwork, the Contractor shall pour a six-foot by six-foot (6" x 6") sample of each type of finish specified for review and acceptance by the Project Manager prior to pouring any concrete. The accepted samples shall remain on-site and intact until all concrete work has been completed. The quality of the concrete work shall be measured by the accepted samples.

B. During the course of construction, a qualified testing laboratory shall obtain samples as determined by the Inspector and conforming to federal and state codes and standards. Such costs shall be paid for by the City. Re-tests and removal of below acceptable strength concrete shall be borne by the Contractor. The Contractor shall cooperate with the testing during the course of obtaining such samples.

C. Variances in surface grades of more than 1/8", as measured by a straight edge ten feet (10") long, shall be corrected to the satisfaction of the Inspector. Remove all areas where standing water occurs, including any surface irregularities.

1.05 HANDLING AND STORAGE

A. Comply with ATSM C-94, "Specifications for Ready Mix Concrete" for the batch, mix and transport of concrete.

B. Mix and deliver only the amount that will be poured immediately.

1.06 RECORD DRAWINGS

A. The Contractor shall keep an accurate record of the as-built conditions of the

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site concrete. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Concrete

A. Concrete for play area curbs, sidewalks, and accessible ramps shall conform to the provisions of Section 90-2 “Minor Concrete” of the Caltrans Standard Specifications. Cementitious material shall be „Type II Modified” and shall contain no less than 505 pounds of cementitious material per cubic yard. Aggregate shall be not greater than one-inch or smaller than 3/8-inch. Submit concrete analysis for review and acceptance prior to placement of concrete.

2.02 FIBERGLASS REINFORCEMENT

A. Fibers for concrete shall be Fibermesh 150, as manufactured by Propex Operating Company; or accepted equal. Fibers shall contain 100 percent virgin polypropylene multifilament fibers, e3 patented technology, containing no reprocessed olefin materials. The fibers shall conform to ASTM C1116 Type III and manufactured specifically for the secondary reinforcement of concrete.

2.03 EXPANSION JOINT MATERIAL

A. Fiber expansion joint shall conform to ASTM-1751 and shall be a non- extruding resilient filler. Filler shall have preserve attributes and high quality bituminous materials.

B. Apply Sikaflex elastomeric sealant, or accepted equal, over all expansion joints.

2.04 CONCRETE FORMS

A. All forms shall be new at the start of the project and shall be construction grade Douglas Fir. Minimum size lumber shall be 2 x 6.

B. Radius bends shall be formed by spring steel forms or laminated boards, as required.

C. Plywood shall be 5/8”, Class I, exterior grade as outlined in APA “Guide to Plywood Grades”. Omit mill oiling treatment.

2.05 SEEDED AGGREGATE

A. Aggregate shall be clean, washed aggregate as selected. Provide samples of rock mixture.

PART 3 - EXECUTION

3.01 Poured-In-Place Concrete Forms

A. Concrete for hardscape or flatwork shall be placed on subgrade compacted to 95% relative compaction. Prior to placement of concrete, a soils compaction test must be performed by an accepted soils testing professional on a representative number of locations along the flatwork area. The City or project owner shall provide the initial test. The results of these tests must be available and meet

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acceptable levels prior to pouring. Re-tests and re-work of any area, as directed by the soils professional, shall be the responsibility of the Contractor.

B. Construct forms to conform to the shapes, dimensions and details shown on the Plans. All forms shall be true to lines, plumb, level and square.

C. Forms shall not leak, spread, shift or settle when concrete is placed.

D. All forms shall carry dead and live loads and shall not deflect more than 1/8" between supports after placement of concrete.

E. All forms shall be thoroughly soaked a minimum of twelve (12) hours prior to pouring of concrete. Forms shall be treated per manufacturer's recommendations.

F. Reuse of forms may be allowed at the discretion of the Inspector. Reused forms shall be cleaned and free of defects that would affect the final concrete finish.

G. Concrete footings shall be formed only when excavations slump or cave in. Over-excavate the trench or footing diameter to accommodate the forms' installation and removal. Apply water to moisten soil. Do not allow water to create mud or ponding.

3.02 FIBERGLASS REINFORCEMENT

A. Install per manufacturer's instructions. Apply at the batch plant prior to delivery. Thoroughly mix fiber material to avoid "clumping".

3.03 EXPANSION JOINTS

Expansion joints shall be placed where vertical elements meet horizontal paving unless otherwise noted on the Plans. This shall include vertical expansion joints on play area curb walls, buildings, shade structures, walls and/or planters. The corners of the paving shall be tooled at the expansion joints. Trim exposed fibers which protrude above or beyond the finish surface of paving or the finish surface of the wall.

3.04 CONTROL JOINTS FOR CONCRETE SIDEWALKS

A. Control joints shall be per detail PK-32 with deep, straight and finished with rounded edges. Control joints shall be placed (on-center) a distance equal to the width of the concrete walkway, unless otherwise shown on the Plans. For example a ten-foot wide walkway shall have control joint placed ten feet on

3.07 PLACEMENT OF CONCRETE

A. Do not pour concrete in weather below 40 degrees F. or when temperatures are predicted to fall below freezing within 24 hours, except with prior authorization.

B. Concrete shall be transit mixed according to ASTM C-94. Limit the quantity of water to the required strength. Concrete shall be of a consistency that it flows slowly into the forms.

C. Mixing of concrete shall be continuous commencing from the time water is added to the mix until such time that the concrete is poured. All concrete shall be placed within an hour of the time when water is first added.

D. Concrete shall be deposited up to the finished height of the forms and up to the adjacent joint. No partial pours will be allowed. Excess material shall be dumped on-site and later removed by the Contractor.

E. Thoroughly compact the concrete manually spading and tamping concrete into

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all corners of the forms and by utilizing a high-speed mechanical vibrator. Retain a standby vibrator on-site during the course of concrete work. When utilizing the vibrator, take precautions to avoid impact on the forms.

F. After obtaining uniform compaction, screen tamper all flatwork surfaces, screed and bull float to ensure that large aggregates are pushed below the surface. When it is practical to work on the surface, wood float, steel trowel paving to a uniform surface.

G. Concrete elements shall not exceed the following tolerances:

1. Linear: 1/8”
2. Slab deviation: 1/8” in 10‟

3.08 FINISHES

A. Finishes shall be as shown below and shall be consistent in quality throughout the project. Medium broom finished concrete shall have clean, deep control joints spaced appropriately. No visible cracks or discoloration will be accepted. Finishes on vertical surfaces shall be consistent throughout. Vertical expansion joints are spaced as identified on the plans and are smooth with the finish surfaces. All edges for flatwork and vertical surfaces shall be eased at a consistent radius.

B. Upon completion of float finishing, provide the final finish as follows:

1. Medium Broom Finish: shall be accomplished by pulling a stiff bristle broom across a floated surface. The direction of the broom shall be perpendicular to the path of travel, unless otherwise shown on the Plans.

3.09 REMOVAL OF FORMS

A. Forms shall remain in place as follows:

1. For mass concrete work: 5 days.
2. For other flatwork and other concrete work: 3 days.

B. Remove all bolts, nails, ties, wires, etc. a minimum of one inch (1”) below the surface of the concrete. Remove imprints, irregularities or other such defects and patch as directed by the Inspector.

3.10 CURING AND PROTECTION

A. Allow adequate time for the concrete to cure. In temperatures above 75 degrees F., ensure that the concrete surface remains wet for a period of seven (7) days minimum.

B. Protect all concrete from damage during the curing period. This shall include damage from sun, rain, flowing water, frost, mechanical injury, tire tracks, footprints, oil stains, etc. Should such damage occur, Contractor shall take immediate action to repair damage to the satisfaction of the City.

3.11 CLEAN-UP

A. During the course of this work, the area shall be kept clear and free of debris as realistically possible. Upon completion of concrete work, completely remove from the site all used forms, hardware, spillage, rejected work and other materials.

B. Remove from site furnishing posts all concrete “slobber”. Re-touch posts as necessary for a clean finish.

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END OF SECTION

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SECTION 04 22 00

CONCRETE MASONRY UNITS

PART 1 - GENERAL

1.01 **Conditions**

A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this section.

1.02 **Scope of Work**

A. Provide all labor, materials, and equipment required to complete the unit masonry work as indicated on the Drawings and/or specified herein.

B. Work includes, but not limited to the following:

1. Concrete masonry units.
2. Pre-cast Elements.
3. Installation of all required reinforcements, fasteners, anchors and accessories.
4. Cleaning of unit masonry.

C. Related work specified in other sections:

1. Section 03 30 00: Concrete

1.03 **Quality Assurance**

A. Material and installation standards: Comply with recommendations of the Brick Institute of America (BIA) standards; National Concrete Masonry Association standards; and ASTM standards.

B. Verify all measurements indicated on Drawings by taking field measurements; proper fit and attachment of all units is required.

C. Accurately fit, cut, and securely mortar together all units to produce a plumb, level and rigid installation.

D. All work and materials shall comply with Uniform National Building Codes (latest edition), and all other applicable codes and ordinances that govern the work of this Section.

1.04 **Qualification of Installers**

A. Installers shall be trained and experienced in the skills required and shall be completely familiar with the materials and their installation. Qualified installers shall be present at all time during the progress of work.

1.05 **Coordination**

A. Coordinate with all other trades whose work relates to unit masonry installation for placing all required reinforcements, fasteners, anchor, accessories, etc.

1.06 **Submittals**

A. Submit for Architect's written approval two (2) representative samples of each unit specified.

B. Submit manufacturer's certificate that units meet or exceed material specifications.

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PART 2 - PRODUCTS

2.01 **Concrete Masonry Units**

A. ASTM C-652, concrete masonry hollow units, wire cut. Standard and bond beam units. Size and color shall be standard grey.

2.02 **Masonry Mortar**

A. ASTM C-270, Type M, consisting of one (1) part cement and three (3) parts sand with quarter (1/4) part lime.

B. LATICRETE 3701 grout and Mortar Admix

C. Mortar compressive strength at 28 days shall be 3000 PSI

2.03 **Grout**

A. Grout mix ratio by volumes: one part Portland Cement (ASTM C-150, Type1); two parts minimum to three parts maximum damp loose sand, two (2) parts coarse aggregate (ASTM C-404).

B. LATICRETE 3701 Grout and Mortar Admix.

C. Grout compressive strength at 28 days shall be 3000 PSI.

2.04 **Unit Masonry Reinforcement**

A. Horizontal Joint Reinforcement: Truss type, hot-dipped galvanized zinc coated steel construction; 3/16 inch side rods with No. 9 cross ties.

B. Horizontal and vertical rebar reinforcements: ASTM A-615, Grade 40, size as indicated on the Drawings.

2.05 **Concrete**

A. As per Section 03 30 00: Concrete

PART 3 - EXECUTION

3.01 **General**

A. Supply anchor devices as indicated on the Drawings and as required to install materials as specified in other sections of work.

B. Cut units where required with a power saw or order units pre-cut from manufacturer.

C. Construct walls and other masonry construction to the full thickness indicated on the Drawings, using unit sizes as indicated.

D. Establish lines, levels, and coursing. Protect from disturbances.

3.02 **Coursing**

A. Install units straight and plumb with all courses true to line and level.

B. Install units in pattern as indicated on the Drawings.

C. Maintain unit courses to uniform width. Make vertical and horizontal joints equal and of uniform thickness.

3.03 **Placing and Bonding**

A. Lay units in full bed of mortar properly jointed with other work.

B. Install full mortar coverage of vertical and horizontal face of joints. Maintain uniform joint width of

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3/8" – 1/2", depending on nominal unit sizes. Cut joints flush and tool slightly concave.

C. Fully bond intersections and external and internal corners.

D. Do not shift or tap units after mortar has taken initial set. Where adjustment must be made remove mortar and replace.

E. Remove excess mortar.

F. Fill hollows at concrete masonry units solid with grout or as indicated on the Drawings. Fill hollows of structural brick block units where reinforcement occurs solid with grout or as indicated on the Drawings.

G. Wall caps shall be epoxied and anchored in place.

3.04 **Reinforcement**

A. Horizontal joint reinforcement: Place masonry joint reinforcement sixteen (16) inches on center or as indicated on the Drawings.

B. Place joint reinforcement continuous and lap reinforcement according to the recommendations of the Manual of Standard Practice of the Concrete Reinforcing Steel Institute.

C. Horizontal and vertical rebar reinforcement: Install with bond and beam spacing and rebar spacing as indicted on Drawings.

D. Place and consolidate grout fill without disturbing reinforcing. Cells containing reinforcement shall be grouted solid.

3.05 **Curing and Protection**

A. Provide thorough curing of joints and grout pours.
Protect newly laid masonry from exposure to precipitation, excessive drying, freezing, soiling, backfill and other harmful elements.

3.06 **Waterproofing & Graffiti Seal**

A. All walls below grade shall be waterproofed on the backside extending from the foundation to the brick cap.

B. Install in conformance with manufacturer's specifications.

C. Apply 2 clear coats of graffiti sealant on exposed exterior and interior surfaces. Submit proposed sealant type and conform to manufacturer specifications.

3.07 **Cleaning**

A. Brush off excess mortar as work progresses. Dry-brush masonry at end of each day's work.

B. Clean masonry with cleaners and methods as recommended by the manufacturer of the masonry units.

C. Rinse walls by washing off cleaning solution, dirt and mortar using clean, pressurized water.

D. Repair damage to adjacent materials that occurs during cleaning operation at no additional cost to the Owner.

END OF SECTION

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SECTION 06 41 16

PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Plastic-laminate-faced architectural cabinets.
2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-faced architectural cabinets unless concealed within other construction before cabinet installation.

B. Related Requirements:
1. Section 12 36 61.16 "Solid Surfacing Countertops."

1.2 SUBMITTALS

A. Product Data: For each type of product[, including] panel products high-pressure decorative laminate adhesive for bonding plastic laminate and cabinet hardware and accessories.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

C. Samples:
1. Plastic laminates, for each color, pattern, and surface finish.
2. Thermoset decorative panels, for each color, pattern, and surface finish.

1.3 QUALITY ASSURANCE

A. Fabricator Qualifications: Certified participant in AWI's Quality Certification Program.

B. Installer Qualifications: Certified participant in AWI's Quality Certification Program.

1.4 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural plastic-laminate cabinets indicated for construction, finishes, installation, and other requirements.

B. Grade: Custom.

C. Type of Construction: Frameless.

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D. Cabinet, Door, and Drawer Front Interface Style: Flush overlay.

E. Reveal Dimension: 1/8 inch.

F. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by woodwork quality standard.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Formica Corporation.
      b. Wilsonart LLC.

G. Laminate Cladding for Exposed Surfaces:
   1. Horizontal Surfaces: Grade HGS.
   2. Postformed Surfaces: Grade HGP.
   3. Vertical Surfaces: Grade VGS.
   4. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.

H. Materials for Semiexposed Surfaces:
   1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade CLS or Thermoset decorative panels as required by woodwork quality standard.
   2. Drawer Sides and Backs: Solid-hardwood lumber.
   3. Drawer Bottoms: Hardwood plywood.

I. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
   1. As selected by Owner from laminate manufacturer's full range.

2.2 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
   1. Wood Moisture Content: 8 to 13 percent.

B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
   1. Recycled Content of MDF and Particleboard: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 92 percent.

C. Composite Wood Products: Products shall be made using ultra-low-emitting formaldehyde resins as defined in the California Air Resources Board's "Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products" or shall be made with no added formaldehyde.
   1. Medium-Density Fiberboard: ANSI A208.2, Grade 130.
   2. Particleboard: ANSI A208.1, Grade M-2.
   3. Softwood Plywood: DOC PS 1, medium-density overlay.
   4. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1.
   5. Thermoset Decorative Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for test methods 3.3, 3.4, 3.6, 3.8, and 3.10.

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2.3 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 08 71 11 "Door Hardware (Descriptive Specification)."

B. Butt Hinges: 2-3/4-inch, five-knuckle steel hinges made from 0.095-inch-thick metal, and as follows:
   1. Semiconcealed Hinges for Flush Doors: BHMA A156.9, B01361.
   2. Semiconcealed Hinges for Overlay Doors: BHMA A156.9, B01521.

C. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 135 degrees of opening, self-closing.

D. Back-Mounted Pulls: BHMA A156.9, B02011.

E. Wire Pulls: Back mounted, solid metal, 4 inches long, 5/16 inch in diameter.

F. Catches: Magnetic catches, BHMA A156.9, B03141.

G. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081.

H. Shelf Rests: BHMA A156.9, B04013; metal, two-pin type with shelf hold-down clip.

I. Drawer Slides: BHMA A156.9.
   1. Grade 1 and Grade 2: Side mounted and extending under bottom edge of drawer; full-extension type; zinc-plated steel or epoxy-coated steel with polymer rollers.
   2. Grade 1HD-100 and Grade 1HD-200: Side mounted; full-extension type; zinc-plated-steel ball-bearing slides.
   3. For drawers not more than 3 inches high and not more than 24 inches wide, provide Grade 1.
   4. For drawers more than 3 inches high but not more than 6 inches high and not more than 24 inches wide, provide Grade 1.
   5. For drawers more than 6 inches high or more than 24 inches wide, provide Grade 1HD-100.

J. Door Locks: BHMA A156.11, E07121.

K. Drawer Locks: BHMA A156.11, E07041.

L. Door and Drawer Silencers: BHMA A156.16, L03011.

M. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.
   1. Satin Chromium Plated: BHMA 626 for brass or bronze base; BHMA 652 for steel base.

2.4 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use

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nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesives: Use adhesives that meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

D. Adhesive for Bonding Plastic Laminate: Contact cement.

2.5 FABRICATION

A. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

B. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.

3.2 INSTALLATION

A. Grade: Install cabinets to comply with same grade as item to be installed.

B. Install cabinets level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.

C. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

D. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.

E. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
1. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
2. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with No. 12 wafer-head screws sized for not less than 1-1/2-inch penetration into wood framing, blocking, or hanging strips.

END OF SECTION

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SECTION 07 21 00

THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Glass-fiber blanket.
   2. Mineral-wool blanket.

1.2 SUBMITTALS

A. Product Data: For each type of product.

B. Sustainable Design Submittals:
   1. Product Data: For adhesives, indicating VOC content.

C. Product test reports.

D. Research reports.

PART 2 - PRODUCTS

2.1 MINERAL-WOOL BLANKETS

A. Mineral-Wool Blanket, Unfaced: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Johns Manville; a Berkshire Hathaway company.
      b. ROCKWOOL.
      c. Thermafiber, Inc.; an Owens Corning company.

2.2 ACCESSORIES

A. Insulation for Miscellaneous Voids:
   1. Glass-Fiber Insulation: ASTM C 764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E 84.
   2. Spray Polyurethane Foam Insulation: ASTM C 1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.

B. Insulation Anchors, Spindles, and Standoffs: As recommended by manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

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C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.2 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
   1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
   2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
   3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
   4. For wood-framed construction, install blankets according to ASTM C 1320 and as follows:
      a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.
   5. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.
      a. Interior Walls: Set units with facing placed as indicated on Drawings.

B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
   1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft..
   2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

END OF SECTION

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SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Silicone joint sealants.
   2. Urethane joint sealants.
   3. Mildew-resistant joint sealants.
   4. Latex joint sealants.

1.02 SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Sustainable Design Submittals:
   1. Product Data: For sealants, indicating VOC content.

C. Samples: For each kind and color of joint sealant required.

D. Joint-Sealant Schedule: Include the following information:
   1. Joint-sealant application, joint location, and designation.
   2. Joint-sealant manufacturer and product name.
   3. Joint-sealant formulation.
   4. Joint-sealant color.

E. Product test reports.

F. Preconstruction field-adhesion-test reports.

G. Sample warranties.

1.03 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

1.04 PRECONSTRUCTION TESTING

A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

1.05 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Two years from date of Substantial Completion.

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B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 JOINT SEALANTS, GENERAL

A. VOC Content: Verify sealants and sealant primers comply with the following:
1. Architectural sealants have a VOC content of 250 g/L or less.
2. Sealants and sealant primers for nonporous substrates have a VOC content of 250 g/L or less.
3. Sealants and sealant primers for porous substrates have a VOC content of 775 g/L or less.

B. Colors of Exposed Joint Sealants: As selected by Owner from manufacturer's full range.

2.02 NON-STAINING SILICONE JOINT SEALANTS

A. Non-staining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.

B. Silicone, Non-staining, S, NS, 50, NT: Non-staining, single-component, non-sag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. GE Construction Sealants; Momentive Performance Materials Inc.
b. Pecora Corporation.
c. Sika Corporation; Joint Sealants.
d. The Dow Chemical Company.
e. Tremco Incorporated.

2.03 URETHANE JOINT SEALANTS

A. Urethane, S, NS, 25, NT: Single-component, non-sag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. Master Builders Solutions.
b. Pecora Corporation.
c. Sika Corporation; Joint Sealants.
d. Tremco Incorporated.

B. Urethane, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T and NT.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. Master Builders Solutions.
b. Pecora Corporation.
c. Polymeric Systems, Inc.
d. Sherwin-Williams Company (The).

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C. Urethane, M, P, 50, T, NT: Multicomponent, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade P, Class 50, Uses T and NT.
   1. Manufacturers: Subject to compliance with requirements, provide products by the following:
      a. LymTal International Inc.

2.04 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, non-sag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. GE Construction Sealants; Momentive Performance Materials Inc.
      b. Pecora Corporation.
      c. The Dow Chemical Company.
      d. Tremco Incorporated.

C. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Pecora Corporation.
      b. Sherwin-Williams Company (The).
      c. Tremco Incorporated.

2.05 JOINT-SEALANT BACKING

A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Adfast.
      b. Alcot Plastics Ltd.
      c. Construction Foam Products; a division of Nomaco, Inc.
      d. Master Builders Solutions.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.06 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

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PART 3 - EXECUTION

3.01 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
   1. Remove laitance and form-release agents from concrete.
   2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

3.02 INSTALLATION OF JOINT SEALANTS

A. General: Comply with ASTM C 1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   1. Place sealants so they directly contact and fully wet joint substrates.
   2. Completely fill recesses in each joint configuration.
   3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
   1. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.03 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
   1. Extent of Testing: Test completed and cured sealant joints as follows:
      a. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.
   2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other

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requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.04 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces, JS-A.
   1. Joint Locations:
      a. Control and expansion joints in brick pavers.
      b. Isolation and contraction joints in cast-in-place concrete slabs.
      c. Joints in paving units.
      d. Tile control and expansion joints.
      e. Joints between different materials listed above.
      f. Other joints as indicated on Drawings.
   2. Joint Sealant: Urethane, M, P, 50, T, NT.
   3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.

B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces JS-B.
   1. Joint Locations:
      a. Construction joints in cast-in-place concrete.
      b. Joints between plant-precast architectural concrete units.
      c. Control and expansion joints in unit masonry.
      d. Joints in dimension stone cladding.
      e. Other joints as indicated on Drawings.
   2. Joint Sealant: Silicone, non-staining, S, NS, 50, NT.
   3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.

C. Joint-Sealant Application: Interior joints in horizontal traffic surfaces JS-C.
   1. Joint Locations:
      a. Isolation joints in cast-in-place concrete slabs.
      b. Control and expansion joints in stone flooring.
      c. Control and expansion joints in brick flooring.
      d. Control and expansion joints in tile flooring.
      e. Other joints as indicated on Drawings.
   2. Joint Sealant: Urethane, S, P, 25, T, NT.
   3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.

D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces JS-D.
   1. Joint Locations:
      a. Control and expansion joints on exposed interior surfaces of exterior walls.
      b. Tile control and expansion joints.
      c. Vertical joints on exposed surfaces of concrete walls and partitions.
      d. Other joints as indicated on Drawings.
   2. Joint Sealant: Urethane, S, NS, 25, NT.
   3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.

E. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement JS-E.
   1. Joint Locations:
      a. Control joints on exposed interior surfaces of exterior walls.
      b. Perimeter joints between interior wall surfaces and frames of interior doors windows and elevator entrances.
      c. Other joints as indicated on Drawings.
   2. Joint Sealant: Acrylic latex.

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3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.

F. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces JS-F.
   1. Joint Locations:
      a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
      b. Tile control and expansion joints where indicated.
      c. Other joints as indicated on Drawings.
   2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT.
   3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.

G. Joint-Sealant Application: Concealed mastics JS-G.
   1. Joint Locations:
      a. Aluminum thresholds.
      b. Sill plates.
      c. Other joints as indicated on Drawings.
   2. Joint Sealant: Butyl-rubber based.
   3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.

END OF SECTION

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SECTION 08 11 13

HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes hollow-metal work.

1.02 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.03 SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include elevations, door edge details, frame profiles, metal thicknesses, preparations for hardware, and other details.

C. Samples for Selection: For units with factory-applied color finishes.

D. Schedule: Prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings.

E. Product test reports.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ceco Door; ASSA ABLOY.
2. Curries Company; ASSA ABLOY.
3. Custom Metal Products.
4. Steelcraft; an Allegion brand.
5. Stiles Custom Metal, Inc.

2.02 REGULATORY REQUIREMENTS

A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings and temperature-rise limits indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
1. Smoke- and Draft-Control Assemblies: Provide an assembly with gaskets listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.

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B. Fire-Rated, Borrowed-Lite Assemblies: Complying with NFPA 80 and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.

2.03 INTERIOR DOORS AND FRAMES

A. Heavy-Duty Doors and Frames: SDI A250.8, Level 2. At interior locations unless indicated otherwise in the Door and Frame Schedule.
1. Physical Performance: Level B according to SDI A250.4.
2. Doors:
   a. Type: As indicated in the Door and Frame Schedule.
   b. Thickness: 1-3/4 inches.
   c. Face: Metallic-coated, cold-rolled steel sheet, minimum thickness of 0.042 inch.
   d. Edge Construction: Model 2, Seamless.
   e. Core: Manufacturer's standard Polystyrene Polyurethane or Polyisocyanurate.
3. Frames:
   a. Materials: Metallic-coated, steel sheet, minimum thickness of 0.053 inch.
   b. Sidelite and Transom Frames: Fabricated from same thickness material as adjacent door frame.
   c. Construction: Full profile welded.
4. Exposed Finish: Prime.

B. Extra-Heavy-Duty Doors and Frames: SDI A250.8, Level 3. At locations indicated in the Door and Frame Schedule.
1. Physical Performance: Level A according to SDI A250.4.
2. Doors:
   a. Type: As indicated in the Door and Frame Schedule.
   b. Thickness: 1-3/4 inches.
   c. Face: Metallic-coated, cold-rolled steel sheet, minimum thickness of 0.053 inch.
   d. Edge Construction: Model 2, Seamless.
   e. Core: Manufacturer's standard Polystyrene, Polyurethane or Polyisocyanurate..
3. Frames:
   a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch.
   b. Sidelite and Transom Frames: Fabricated from same thickness material as adjacent door frame.
   c. Construction: Full profile welded.
4. Exposed Finish: Prime.

2.04 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

A. Extra-Heavy-Duty Doors and Frames: SDI A250.8, Level 3. At exterior locations unless noted otherwise in the Door and Frame Schedule.
1. Physical Performance: Level A according to SDI A250.4.
2. Doors:
   a. Type: As indicated in the Door and Frame Schedule.
   b. Thickness: 1-3/4 inches.
   c. Face: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A40 coating.
   d. Edge Construction: Model 2, Seamless.
   e. Core: Manufacturer's standard insulation material.
3. Thermal-Rated Doors: Provide doors fabricated with thermal-resistance value (R-value) of not less than 2.1 deg F x h x sq. ft./Btu when tested according to ASTM C 1363.
4. Frames:
   a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A40 coating.

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b. Construction: Full profile welded.

5. Exposed Finish: Factory.

2.05 FRAME ANCHORS

A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.
3. Post-installed Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch-diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.

B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch, and as follows:

1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

2.06 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.

D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.

E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

F. Power-Actuated Fasteners in Concrete: From corrosion-resistant materials.

G. Grout: ASTM C 476, except with a maximum slump of 4 inches, as measured according to ASTM C 143/C 143M.

H. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing).

I. Glazing: Section 08 80 00 "Glazing."

J. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat.

2.07 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical,

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fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Doors:
   1. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
   2. Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated.

C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
   1. Sidelite and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
   2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
   3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
   4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
   5. Jamb Anchors: Provide number and spacing of anchors as follows:
      a. Masonry Type: Locate anchors not more than 16 inches from top and bottom of frame. Space anchors not more than 32 inches o.c., to match coursing, and as follows:
         1) Two anchors per jamb up to 60 inches high.
         2) Three anchors per jamb from 60 to 90 inches high.
         3) Four anchors per jamb from 90 to 120 inches high.
         4) Four anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
      b. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
         1) Three anchors per jamb up to 60 inches high.
         2) Four anchors per jamb from 60 to 90 inches high.
         3) Five anchors per jamb from 90 to 96 inches high.
         4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
      c. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches o.c.
   6. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers.
      a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
      b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
   1. Reinforce doors and frames to receive non-templated, mortised, and surface-mounted door hardware.
   2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

E. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with butted or mitered hairline joints.

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1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow-metal work.
2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
4. Provide loose stops and moldings on inside of hollow-metal work.
5. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

2.08 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
1. Shop Primer: SDI A250.10.

2.09 ACCESSORIES

A. Louvers: Provide sight-proof louvers for interior doors, where indicated, which comply with SDI 111C, with blades or baffles formed of 0.020-inch-thick, cold-rolled steel sheet set into 0.032-inch-thick steel frame.
1. Fire-Rated Automatic Louvers: Movable blades closed by actuating fusible link, and listed and labeled for use in fire-rated door assemblies of type and fire-resistance rating indicated.

B. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.

C. Grout Guards: Formed from same material as frames, not less than 0.016 inch thick.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Hollow-Metal Frames: Install hollow-metal frames for doors, transoms, sidelites, borrowed lites, and other openings, of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
a. At fire-rated openings, install frames according to NFPA 80.
b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
c. Install frames with removable stops located on secure side of opening.
d. Install door silencers in frames before grouting.
e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
f. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
g. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
a. Floor anchors may be set with power-actuated fasteners instead of post-installed expansion anchors if so indicated and approved on Shop Drawings.
3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.

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4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
5. Concrete Walls: Solidly fill space between frames and concrete with mineral-fiber insulation.
6. In-Place Concrete or Masonry Construction: Secure frames in place with post-installed expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
7. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
8. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
    a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
    c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

B. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
1. Non-Fire-Rated Steel Doors:
    a. Between Door and Frame Jambs and Head: 1/8 inch plus or minus 1/32 inch.
    b. Between Edges of Pairs of Doors: 1/8 inch to 1/4 inch plus or minus 1/32 inch.
    c. At Bottom of Door: 5/8 inch plus or minus 1/32 inch, unless noted otherwise.
    d. Between Door Face and Stop: 1/16 inch to 1/8 inch plus or minus 1/32 inch.
2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
3. Smoke-Control Doors: Install doors and gaskets according to NFPA 105.

C. Glazing: Comply with installation requirements in Section 08 80 00 "Glazing" and with hollow-metal manufacturer's written instructions.
1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c. and not more than 2 inches o.c. from each corner.

3.02 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.

B. Remove grout and other bonding material from hollow-metal work immediately after installation.

C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

E. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION

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SECTION 08 33 23
OVERHEAD COILING COUNTER SHUTTERS

PART 1 GENERAL

1.1 SUMMARY

A. **Section Includes:** Manual rolling counter shutters

B. **Related Sections:**
1. 05 50 00 Metal Fabrications. Door opening jamb and head members
2. 06 10 00 Rough Carpentry. Door opening jamb and head members
3. 08 31 00 Access Doors and Panels. Access doors
4. 08 70 00 Hardware. Padlocks. Masterkeyed cylinder
5. 09 91 00 Painting. Field painting
6. Division 26. Electrical wiring and conduit, fuses, disconnect switches, connection of operator to power supply, and installation of control station and wiring

C. **Products That May Be Supplied, But Are Not Installed Under This Section:**
1. Control Station

1.2 SUBMITTALS

A. **Reference Section 01 33 00 Submittal Procedures;** submit the following items:
1. **Product Data**
2. **Shop Drawings:** Include special conditions not detailed in Product Data. Show interface with adjacent work.
3. **Quality Assurance/Control Submittals:**
   a. Provide manufacturer ISO 9001:2015 registration
   b. Provide manufacturer and installer qualifications - see below
   c. Provide manufacturer's installation instructions
4. **Closeout Submittals:**
   a. Operation and Maintenance Manual
   b. Certificate stating that installed materials comply with this specification

1.3 QUALITY ASSURANCE

A. **Qualifications:**
1. **Manufacturer Qualifications:** ISO 9001:2015 registered and a minimum of five years experience in producing counter doors of the type specified
2. **Installer Qualifications:** Manufacturer’s approval

1.4 DELIVERY STORAGE AND HANDLING

A. Reference Section 01 66 00 Product Storage and Handling Requirements.
B. Follow manufacturer’s instructions.

1.5 WARRANTY

A. **Standard Warranty:** Two years from date of shipment against defects in material and workmanship
B. **Maintenance:** Submit for owner’s consideration and acceptance of a maintenance service agreement for installed products

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PART 2 PRODUCTS

2.1 MANUFACTURER

A. **Manufacturer:**
1. **Cornell:** 24 Elmwood Avenue, Mountain Top, PA 18707. Telephone: (800) 233-8366.
2. **Cookson**
3. **Clopay Building Products**

2.2 PRODUCT INFORMATION

A. **Model:** ESC10

2.3 MATERIALS

A. **Curtain:**

1. **Slat Configuration:**

a. **Stainless Steel:** No. 1F, interlocked flat-faced slats, 1-1/2 inches (38 mm) high by 1/2 inch (13 mm) deep, minimum 22 gauge AISI type 304 #4 finish stainless steel with stainless steel angle bottom bar with lift handles and vinyl astragal

2. **Finish:**

a. **Stainless Steel:** type 304 #4 finish

B. **Endlocks:**
Fabricate interlocking slat sections with high strength molded nylon endlocks riveted to ends of alternate slats

C. **Guides:**

1. **Fabrication:**

a. **Stainless Steel:** 12 gauge formed shapes

2. **Finish:**

a. **Stainless Steel:** type 304 #4 finish

D. **Shaft Assembly:**

1. **Counterbalance Shaft Assembly:**
a. **Barrel:** Steel pipe capable of supporting curtain load with maximum deflection of 0.03 inches per foot (2.5 mm per meter) of width

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b. **Spring Balance:** Oil-tempered, heat-treated steel helical torsion spring assembly designed for proper balance of door to ensure that maximum effort to operate will not exceed 25 lbs (110 N). Provide wheel for applying and adjusting spring torque

E. **Brackets:**
Fabricate from reinforced steel plate with bearings at rotating support points to support counterbalance shaft assembly and form end closures
1. **Finish:**

a. **Standard (Stock Colors):** Zirconium treatment followed by a gray baked-on polyester powder coat; minimum 2.5 mils (0.065 mm) cured film thickness

F. **Hood:**
Minimum 24 gauge stainless steel with reinforced top and bottom edges. Provide minimum 1/4 inch (6.35 mm) steel intermediate support brackets.
1. **Finish:**

a. **Stainless steel:** type 304 #4 finish

2.4 OPERATION

A. **Manual Operation:**

1. **Crank Hoist:** Crank hoist operator including crank gear box, steel crank drive shaft and geared reduction unit. Fabricate gear box to completely enclose operating mechanism and be oil-tight.

2.5 ACCESSORIES

A. **Locking:**

1. **Padlockable slide bolt:** Padlockable slide bolt on coil side of bottom bar at each jamb extending into slots in guides. Provide interlock switches on motor operated units.

C. **Operator [and Bracket Mechanism] Cover:**
Minimum 24 gauge stainless steel sheet metal cover at coil area of unit. Finish to match door hood.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates upon which work will be installed and verify conditions are in accordance with approved shop drawings
B. Coordinate with responsible entity to perform corrective work on unsatisfactory substrates
C. Commencement of work by installer is acceptance of substrate

3.2 INSTALLATION

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A. Install door and operating equipment with necessary hardware, anchors, inserts, hangers and supports
B. Follow manufacturer's installation instructions

3.3 ADJUSTING

A. Following completion of installation, including related work by others, lubricate, test, and adjust doors for ease of operation, free from warp, twist, or distortion

3.4 CLEANING

A. Clean surfaces soiled by work as recommended by manufacturer
B. Remove surplus materials and debris from the site

3.5 DEMONSTRATION

A. Demonstrate proper operation to Owner's Representative
B. Instruct Owner's Representative in maintenance procedures

END OF SECTION

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SECTION 086313
SECTIONAL OVERHEAD DOORS

PART 1 GENERAL

1.1 SECTION INCLUDES
- A. Aluminum full view sectional overhead door (Model 904)

1.2 RELATED SECTIONS
- A. 06 10 00 - Rough Carpentry.
- B. 07 90 00 - Joint Seals.
- C. 08 71 00 - Door Hardware and locks.
- D. 09 90 00 - Paints and Coatings.

1.3 REFERENCES
- A. ASTM B 653/653M
- B. ASTM B 209/209M
- C. ASTM B 221/221M
- D. AAMA 2604
- E. DASMA TDS-163
- F. ANSI/DASMA 102

1.4 SUBMITTALS
- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  1. Preparation instructions and recommendations.
  2. Storage and handling requirements and recommendations.
  3. Installation methods.
  4. Operation and maintenance data.
- C. Shop Drawings: Include opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
- D. Selection Samples: Upon request furnish color samples or 2’ X 2’ section sample

1.5 WIND PERFORMANCE REQUIREMENTS
- A. Design doors to withstand positive and negative wind loads as calculated in accordance with applicable building code and detailed in structural documents.

1.6 QUALITY ASSURANCE
- A. Manufacturer Qualifications: Minimum ten years of documented experience.
- B. Installer Qualifications: Minimum five years of documented experience, and authorized by the door manufacturer.

1.7 WARRANTY
- A. Manufacturers Limited Warranty aluminum sectional overhead doors.
  1. Standard finish warranty against cracking, checking, or peeling for 5 years. Color Blast Finish option warranty for 5 years; Parts and Hardware for 1 year

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PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Manufacturer: Clopay Corporation
B: Alternates
1. Cornell
2. Cookson

2.2 ARCHITECTURAL SERIES ALUMINUM SECTIONAL OVERHEAD DOOR

A. Basis Of Design: Full View Aluminum Doors: Clopay Model 904
Section Thickness: 2 1/8 inches
Solid Aluminum Panels

1. Aluminum Panel Finish:
a. Factory Powder Coated, RAL color to be selected by owner.

2. Aluminum Mullion Finish:
a. Factory Anodized Black.

3. Locking: Inside spring loaded slide bolt lock on end stile that engages slot in track.
a. Provide two inside slide lock.

4. Weatherstripping: Provide complete perimeter seals.

5. Track:
a. 2 inches track designed for 2” diameter rollers. Vertical tracks minimum 0.061 inch galvanized steel. Horizontal tracks minimum 0.075 inch galvanized steel).
b. Configure track to maximize headroom clearance.

6. Spring Counterbalance: Torsion spring counterbalance mechanism sized to weight of the door, with high strength galvanized aircraft cable with minimum 7 to 1 safety factor
a. Heavy Duty Cycle Spring: 25,000 cycle.

2.3 OERATION

A. Manual Push up.

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PART 3 EXECUTION

1.8 EXAMINATION

A. Examine wall and overhead areas, including opening framing and blocking, with installer present, for compliance with requirements for installation tolerances, clearances, and other conditions affecting performance of Work in this Section.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

B. If substrate preparation is the responsibility of another installer, notify Owner of unsatisfactory preparation before proceeding.

1.9 PREPARATION

A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

1.10 INSTALLATION

A. Install overhead doors and track in accordance with approved shop drawings and the manufacturer's printed instructions.

1.11 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

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SECTION 08 71 00

DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Mechanical door hardware for the following:
      a. Swinging doors.

1.2 SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product in each finish specified.

C. Door hardware schedule.

D. Keying schedule.

E. Sample warranty.

F. Maintenance data.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.

B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as an Architectural Hardware Consultant (AHC).

1.4 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
   1. Warranty Period: Insert number years from date of Substantial Completion unless otherwise indicated below:
      a. Exit Devices: Two years from date of Substantial Completion.
      b. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

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B. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the DOJ's "2010 ADA Standards for Accessible Design" and the 2016 California Building Code.

2.2 SCHEDULED DOOR HARDWARE

A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule.
1. Door hardware is scheduled on Drawings.

2.3 HINGES

A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Hager Companies.
b. Stanley Commercial Hardware; a division of Stanley Security Solutions.

2.4 SELF-CLOSING HINGES AND PIVOTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Hager Companies.
2. Stanley Commercial Hardware; a division of Stanley Security Solutions.

2.5 CONTINUOUS HINGES

A. Continuous Hinges: BHMA A156.26; minimum 0.120-inch-thick, hinge leaves with minimum overall width of 4 inches; fabricated to full height of door and frame and to template screw locations; with components finished after milling and drilling are complete.

B. Continuous, Gear-Type Hinges: Extruded-aluminum, pinless, geared hinge leaves joined by a continuous extruded-aluminum channel cap; with concealed, self-lubricating thrust bearings.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Hager Companies.
b. Stanley Commercial Hardware; a division of Stanley Security Solutions.

2.6 MECHANICAL LOCKS AND LATCHES

A. Lock Functions: As indicated in door hardware schedule.

B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
1. Bored Locks: Minimum 1/2-inch latchbolt throw.
2. Mortise Locks: Minimum 3/4-inch latchbolt throw.
3. Deadbolts: Minimum 1-inch bolt throw.

C. Lock Backset: 2-3/4 inches unless otherwise indicated.

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D. Lock Trim:
1. Description: As indicated on Drawings.
2. Levers: Cast.
3. Escutcheons (Roses): Cast.
4. Dummy Trim: Match lever lock trim and escutcheons.

E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.

F. Bored Locks: BHMA A156.2; Grade 1; Series 4000.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Stanley Commercial Hardware; a division of Stanley Security Solutions.

b. Allegion plc.

2.7 AUXILIARY LOCKS

A. Bored Auxiliary Locks: BHMA A156.36: Grade 1; with strike that suits frame.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allegion plc.
b. Stanley Commercial Hardware; a division of Stanley Security Solutions.

2.8 SURFACE BOLTS

A. Surface Bolts: BHMA A156.16.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allegion plc.
b. Door Controls International, Inc.
c. Trimco.

2.9 MANUAL FLUSH BOLTS

A. Manual Flush Bolts: BHMA A156.16; minimum 3/4-inch throw; designed for mortising into door edge.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Adams Rite Manufacturing Co; an ASSA ABLOY Group company.
b. Allegion plc.
c. Door Controls International, Inc.
d. Trimco.

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2.10 EXIT DEVICES AND AUXILIARY ITEMS

A. Exit Devices and Auxiliary Items: BHMA A156.3.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Adams Rite Manufacturing Co; an ASSA ABLOY Group company.
b. Allegion plc.
c. Precision Hardware, Inc.; a Stanley company.
d. Stanley Commercial Hardware; a division of Stanley Security Solutions.

2.11 LOCK CYLINDERS

A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver. Provide cylinder from same manufacturer of locking devices.

B. Standard Lock Cylinders: BHMA A156.5; Grade 1 permanent cores; face finished to match lockset.

C. High-Security Lock Cylinders: BHMA A156.30; Grade 1 permanent cores that are removable; face finished to match lockset.

D. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.

E. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

2.12 KEYING

A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, appendix. Provide one extra key blank for each lock. Incorporate decisions made in keying conference.
1. Grand Master Key System: Change keys, a master key, and a grand master key operate cylinders.
a. Provide three cylinder change keys and five each of master and grand master keys.
2. Existing System:
a. Master key or grand master key locks to Owner's existing system.
b. Re-key Owner's existing master key system into new keying system.
3.

B. Keys: Nickel silver.
1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
a. Notation: "DO NOT DUPLICATE."

2.13 OPERATING TRIM

A. Operating Trim: BHMA A156.6; stainless steel unless otherwise indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

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a. Allegion plc.
b. Hager Companies.
c. Trimco.

2.14 ACCESSORIES FOR PAIRS OF DOORS

A. Carry-Open Bars: BHMA A156.3; prevent the inactive leaf from opening before the active leaf; provide polished brass or bronze carry-open bars with strike plate for inactive leaves of pairs of doors unless automatic or self-latching bolts are used.

2.15 SURFACE CLOSERS

A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allegion plc.
b. Hager Companies.
c. Norton Door Controls; an ASSA ABLOY Group company.
d. Stanley Commercial Hardware; a division of Stanley Security Solutions.

2.16 MECHANICAL STOPS AND HOLDERS

A. Wall- and Floor-Mounted Stops: BHMA A156.16.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allegion plc.
b. Hager Companies.
c. Trimco.

2.17 OVERHEAD STOPS AND HOLDERS

A. Overhead Stops and Holders: BHMA A156.8.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allegion plc.
b. Architectural Builders Hardware Mfg., Inc.
c. Hager Companies.

2.18 DOOR GASKETING

A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

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1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Hager Companies.
    b. National Guard Products, Inc.
    c. Pemko Manufacturing Co.

B. Maximum Air Leakage: When tested according to ASTM E 283 with tested pressure differential of 0.3-inch wg, as follows:
    1. Gasketing on Single Doors: 0.3 cfm/sq. ft. of door opening.
    2. Gasketing on Double Doors: 0.50 cfm per foot of door opening.

2.19 THRESHOLDS

A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. National Guard Products, Inc.
    b. Pemko Manufacturing Co.

2.20 METAL PROTECTIVE TRIM UNITS

A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch-thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Allegion plc.
    b. Hager Companies.
    c. Trimco.

2.21 FINISHES

A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
    1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
    2. Wood Doors: DHI's "Recommended Locations for Architectural Hardware for Wood Flush Doors."

B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.

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C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
   1. Replace construction cores with permanent cores as directed by Owner.

E. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 07 92 00 "Joint Sealants."

F. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

G. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
   1. Do not notch perimeter gasketing to install other surface-applied hardware.

H. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

I. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.2 ADJUSTING

A. Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

END OF SECTION

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SECTION 092900

GYPSUM WALLBOARD

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes: Gypsum wallboard as indicated on the drawings.

1.02 RELATED SECTIONS

A. Section 061000 “Rough Carpentry”.

B. Section 079200 “Sealants”.

C. Section 099113 “Exterior Painting”.

D. Section 099123 “Interior Painting”

1.03 SUBMITTALS

A. Provide manufacturer's data for all material to be supplied under this section of work.

B. Provide certification that materials meet these specifications.

C. Provide manufacturer's printed instructions for installation of assemblies.

D. Provide samples of texture finishes for approval.

1.04 STORAGE AND HANDLING

A. Deliver materials in manufacturer's unopened containers, packages or bundles identified with manufacturer's name, brand, type, and grade clearly marked.

B. Store in dry areas and protect from dampness and deterioration.

C. Protect ready-mixed products from freezing.

D. Protect metal products from rusting.

E. Deliver fire-rated materials bearing testing agency label and required fire classification number.

1.05 PROJECT CONDITIONS

A. Do not install wallboard products unless installation areas comply with minimum temperature and ventilation requirements recommended by manufacturer.

B. Under slow drying conditions, allow additional drying time between coats of joint treatment.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Provide gypsum wallboard materials manufactured by Georgia Pacific, United States Gypsum, or

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equal.

B. Gypsum Board:

1. Standard: ASTM C1396 – C1396M; or Fed. Spec. SS-L-30, Type III, Grade R, Class I; 5/8 inch thick, tapered edges, ends square cut, maximum permissible lengths.

2. Water-resistant: ASTM C 630, 5/8 inch thick, tapered edges, ends square cut, maximum permissible lengths.

a. Seal all edges per manufacturer's recommendations.

3. Fire Resistant: Type X or Type C as indicated. 5/8" thick minimum.

4. Ceramic Tile Backer Board: 5/8" "Den-shield", by Georgia-Pacific, or equal.

2.02 GYPSUM WALLBOARD ACCESSORIES

A. Provide gypsum wallboard accessories in accordance with Gypsum Association GA-216, and as shown on Drawings and specified.

B. Provide all accessories such as corner beads and edge trim as metal fabrications (26 gauge minimum).

C. Joint Treatment:

1. Tape: Perforated, conforming to ASTM C 475 or Fed. Spec. SS-J-570, Type II.

2. Compound: Powdered or ready-mixed conforming to ASTM C 475 or Fed. Spec. SS-J-570, Type I. Taping and topping joint compound or all-purpose joint compound may be used.

D. Texturing:

1. Wall Texturing: Provide materials manufactured by U. S. Gypsum, or equal.

2. Ceiling Texturing: Provide materials manufactured by U. S. Gypsum, or equal.

PART 3 – EXECUTION

3.01 COORDINATION

A. Coordinate installation of bucks, anchors, blocking, electrical and mechanical work which is to be placed in or behind framing and gypsum wallboard. Allow such items to be installed after framing is completed.

3.02 GYPSUM BOARD INSTALLATION

A. Install gypsum board in accordance with Gypsum Association GA-216 recommendations.

B. Erect gypsum board in direction most practical and across studs with ends and edges occurring over continuous firm bearing.

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C. Use screws when fastening gypsum board to framing.

D. Treat cut edges and holes in moisture resistant gypsum board with sealant.

E. Place corner beads and trim/molds as shown or required. Use longest practical lengths. Place edge trim and molds where gypsum board abuts dissimilar materials and at all board terminations exposed to view. Construct reveals required by Drawings.

F. Tape, fill, and sand exposed joints, edges, corners, and openings to produce surfaces ready to receive finishes except at non-exposed-to-view conditions. Feather coats onto adjoining surfaces so that camber is maximum of 1/16 inch. Finishing of taping is not required at areas to receive tiles, and areas above exposed-to-view ceilings.

G. Remove and correct or replace defective work in a manner acceptable to the Owner.

H. Hang ceiling and soffit systems level and plumb, in true alignment with adjacent surfaces and walls.

I. Construct tight fitting joints in exposed ceiling members, continuously around openings and obstructions.

3.03 TRIM

A. Apply edge casing plumb and true to all openings and exposed ends of wallboard abutting another material or as specifically detailed otherwise. Use continuous lengths where possible.

B. Apply corner bead plumb and true to all exposed exterior corners in continuous lengths whenever possible.

C. The drawings do not purport to show all locations and all requirements for metal trim in connection with the work of this Section. Carefully study the drawings and the job conditions; provide in place, all metal trim recommended by the manufacturer of the gypsum wallboard used and as required for a finished installation.

3.04 APPLICATION OF TEXTURE FINISH

A. Finish: All wall surfaces shall receive a "Level 4" smooth finish minimum.

B. Finish Application: Mix and apply finish to drywall and other surfaces indicated to receive finish in strict accordance with manufacturer's instructions to produce a uniform finish.

1. Finish shall be smooth.

2. Gypsum Board finish shall be inspected by Owner to approve after prime coat has been applied by the painter.

D. Remove any droppings or overspray from door frames, windows and other adjoining work.

END OF SECTION

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SECTION 09 65 13

RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Resilient base.
   2. Resilient molding accessories.

1.02 SUBMITTALS

A. Product Data: For each type of product.

B. Sustainable Design Submittals:
   1. Product Data: For adhesives, indicating VOC content.

C. Samples: For each exposed product and for each color and texture specified, not less than 12 inches long.

PART 2 - PRODUCTS

2.01 THERMOSET-RUBBER BASE

A. Basis-of-Design Product: Subject to compliance with requirements, provide Johnsonite; a Tarkett company; Cove Rubber Base or a comparable product by one of the following:
   1. Burke Mercer Flooring Products; a division of Burke Industries Inc.
   2. Flexco; Roppe Holding Company.
   3. Roppe Corporation; Roppe Holding Company.

B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
   1. Style and Location:
      a. Style B, Cove: Provide in areas with carpet and resilient flooring.

C. Thickness: 0.125 inch.

D. Height: 4 inches and 6 inches as indicated on Drawings.

E. Lengths: Coils in manufacturer's standard length.

F. Outside Corners: Job formed or preformed.

G. Inside Corners: Job formed or preformed.

H. Colors: As selected by Owner from full range of industry colors.

.

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2.02 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
   1. Verify adhesives have a VOC content of 50 g/L or less.

PART 3 - EXECUTION

3.01 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

C. Do not install resilient products until they are the same temperature as the space where they are to be installed.

D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.02 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Job-Formed Corners:
   1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
      a. Form without producing discoloration (whitening) at bends.
   2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
      a. Miter or cope corners to minimize open joints.

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3.03 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION

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SECTION 09 66 23

EPOXY-RESIN TERRAZZO FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes thin-set, epoxy-resin terrazzo flooring and base.

1.2 SUBMITTALS

A. Product Data: For each type of product.

B. Sustainable Design Submittals:
1. Product Data: For adhesives, indicating VOC content.
2. Laboratory Test Reports: For adhesives, indicating compliance with requirements for low-emitting materials.
3. Laboratory Test Reports: For sealers, indicating compliance with requirements for low-emitting materials.

C. Shop Drawings: Include terrazzo installation requirements. Include plans, elevations, sections, component details, and attachments to other work.

D. Samples: For each exposed product and for each color and texture specified.

E. Maintenance data.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: Engage an installer who is a contractor member of NTMA.

B. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1.4 FIELD CONDITIONS

A. Environmental Limitations: Comply with manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting terrazzo installation.

B. Control and collect water and dust produced by grinding operations. Protect adjacent construction from detrimental effects of grinding operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. NTMA Standards: Comply with NTMA's "Terrazzo Specifications and Design Guide" and with written recommendations for terrazzo type indicated unless more stringent requirements are specified.

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B. Flooring products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.2 EPOXY-RESIN TERRAZZO

A. Epoxy-Resin Terrazzo: Comply with NTMA's "Terrazzo Specifications and Design Guide" and manufacturer's written instructions for matrix and aggregate proportions and mixing.
1. Basis-of-Design Manufacturer: Sherwin Williams Company, General Polymers, Fas Top Ceramic Carpet System. Subject to compliance with requirements, one of the following products may be acceptable:
a. Hi-Tek Polymers,Inc.
b. Key Resin Company.
c. Terrazzo & Marble Supply Companies.
2. Thickness: 3/16" - 1/4 inch nominal.
3. Mix Color and Pattern: As selected by Owner from full range of industry colors.

B. Materials:
1. Flexible Reinforcing Membrane: Manufacturer's resinous membrane for substrate-crack preparation and reflective-crack reduction.
2. Primer: Manufacturer's product recommended for substrate and use indicated.
3. Epoxy-Resin Matrix: Manufacturer's standard recommended for use indicated and in color required for mix indicated.
a. Physical Properties without Aggregates:
1) Hardness: 60 to 85 per ASTM D 2240, Shore D.
2) Minimum Tensile Strength: 550-600psi per ASTM C 307.
3) Minimum Compressive Strength: 5,000 psi per ASTM C 579.
4) Chemical Resistance: No deleterious effects by contaminants listed below after seven-day immersion at room temperature per ASTM D 1308.
a) Distilled water.
b) Mineral water.
c) Isopropanol.
d) Ethanol.
e) 0.025 percent detergent solution.
f) 1.0 percent soap solution.
g) 10 percent sodium hydroxide.
h) 10 percent hydrochloric acid.
i) 30 percent sulfuric acid.
j) 5 percent acetic acid.
b. Physical Properties with Aggregates: For resin blended with Georgia white marble, ground, grouted, and cured per requirements in NTMA's "Terrazzo Specifications and Design Guide"; comply with the following:
1) Flammability: Self-extinguishing, maximum extent of burning 1/4 inch per ASTM D 635.
2) Thermal Coefficient of Linear Expansion: 0.0025 inch/inch per deg F for temperature range of minus 12 to plus 140 deg F per ASTM D 696.
4. Aggregates: Comply with NTMA gradation standards for mix indicated and contain no deleterious or foreign matter.
a. Abrasion and Impact Resistance: Less than 40 percent loss per ASTM C 131.
b. 24-Hour Absorption Rate: Less than 0.75 percent.
c. Dust Content: Less than 1.0 percent by weight.
5. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than (maximum available) percent.
6. Finishing Grout: Resin based.

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2.3 STRIP MATERIALS

A. Thin-Set Divider Strips: L-type angle, 1/4 inch deep.
   1. Material: White-zinc alloy or plastic, in color selected from full range of industry colors.
   2. Top Width: 1/8 inch or 1/4 inch.

B. Heavy-Top Divider Strips: L-type angle in depth required for topping thickness indicated.
   1. Bottom-Section Material: Matching top-section material.
   2. Top-Section Material: White-zinc alloy Aluminum or plastic, in color selected from full range of industry colors.
   3. Top-Section Width: 1/8 inch or 1/4 inch.

C. Control-Joint Strips: Separate, double L-type angles, positioned back to back, that match material and color of divider strips and in depth required for topping thickness indicated.

D. Accessory Strips: Match divider-strip width, material, and color unless otherwise indicated. Use the following types of accessory strips as required to provide a complete installation:
   1. Base-bead strips for exposed top edge of terrazzo base.
   2. Edge-bead strips for exposed edges of terrazzo.
   3. Nosings for terrazzo stair treads and landings.
   4. .

2.4 MISCELLANEOUS ACCESSORIES

A. Strip Adhesive: Epoxy-resin adhesive recommended by adhesive manufacturer for this use.
   1. Adhesives shall have a VOC content of 70 g/L or less.
   2. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Strip Anchoring Devices: Provide mechanical anchoring devices or adhesives for strip materials as recommended by manufacturer and required for secure attachment to substrate.

C. Patching and Fill Material: Terrazzo manufacturer's resinous product approved and recommended by manufacturer for application indicated.

D. Joint Compound: Terrazzo manufacturer's resinous product approved and recommended by manufacturer for application indicated.

E. Resinous Matrix Terrazzo Cleaner: Chemically neutral cleaner with pH factor between 7 and 10 that is biodegradable, phosphate free, and recommended by sealer manufacturer for use on terrazzo type indicated.

F. Sealer: Slip- and stain-resistant, penetrating-type sealer that is chemically neutral; does not affect terrazzo color or physical properties; is recommended by sealer manufacturer; and complies with NTMA's "Terrazzo Specifications and Design Guide" for terrazzo type indicated.
   1. Surface Friction: Not less than 0.6 according to ASTM D 2047.
   2. Acid-Base Properties: With pH factor between 7 and 10.
   3. Products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

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PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of substances, including oil, grease, and curing compounds, that might impair terrazzo bond. Provide clean, dry, and neutral substrate for terrazzo application.

B. Concrete Slabs:
1. Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with terrazzo.
   a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.
   b. Repair damaged and deteriorated concrete according to terrazzo manufacturer's written recommendations.
   c. Use patching and fill material to fill holes and depressions in substrates according to terrazzo manufacturer's written instructions.

C. Verify that concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to manufacturer's written instructions.
1. Moisture Testing: Test for moisture content by method recommended in writing by terrazzo manufacturer. Proceed with installation only after substrates pass testing.

3.2 EPOXY-RESIN TERRAZZO INSTALLATION

A. Comply with NTMA's written recommendations for terrazzo and accessory installation.

B. Place according to manufacturer's written instructions and NTMA's "Terrazzo Specifications and Design Guide."

C. Installation Tolerance: Limit variation in terrazzo surface from level to 1/4 inch in 10 feet; noncumulative.

D. Primer: Apply to terrazzo substrates according to manufacturer's written instructions.

E. Strip Materials:
1. Divider and Control-Joint Strips:
   a. Locate divider strips in locations indicated.
   b. Install control-joint strips back to back directly above concrete-slab control joints in locations indicated.
   c. Install control-joint strips with 1/4-inch gap between strips, and install sealant in gap.
   d. Install strips in adhesive setting bed without voids below strips, or mechanically anchor strips as required to attach strips to substrate, as recommended by strip manufacturer.

F. Repair: Cut out and replace terrazzo areas that evidence lack of bond with substrate. Cut out terrazzo areas in panels defined by strips and replace to match adjacent terrazzo, or repair panels according to NTMA's written recommendations, as approved by Owner.

3.3 CLEANING AND PROTECTION

A. Cleaning:

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1. Remove grinding dust from installation and adjacent areas.
2. Wash surfaces with cleaner according to NTMA's written recommendations and manufacturer's written instructions; rinse surfaces with water and allow them to dry thoroughly.

B. Sealing:
1. Seal surfaces according to NTMA's written recommendations.
2. Apply sealer according to sealer manufacturer's written instructions.

C. Protection: Provide final protection and maintain conditions, in a manner acceptable to Installer, that ensure that terrazzo is without damage or deterioration at time of Substantial Completion.

END OF SECTION

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SECTION 09 91 13

EXTERIOR PAINTING

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes surface preparation and the application of paint systems on exterior substrates.
   1. Concrete.
   2. Concrete Masonry Units.
   3. Fiber-Cement Panels & Siding.
   4. Steel and iron.
   5. Galvanized metal.
   6. Wood.

1.02 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

D. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

E. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

F. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.03 SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.
   1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

B. Sustainable Design Submittals:
   1. Product Data: For paints and coatings, indicating VOC content.

C. Samples: For each type of paint system and each color and gloss of topcoat.

1.04 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
   1. Owner will select one surface to represent surfaces and conditions for application of each paint system.
      a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..

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b. Other Items: Owner will designate items or areas required.

2. Final approval of color selections will be based on mockups.
   a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Owner at no added cost to Owner.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); systems as listed or comparable products by one of the following:
   1. Benjamin Moore & Co.
   2. Dunn-Edwards Corporation (a Nippon Paint Holdings Co. Ltd. company).
   3. Pratt & Lambert.

B. Products: Subject to compliance with requirements, provide one of the products listed in the Exterior Painting Schedule for the paint category indicated.

2.02 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:
   1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
   2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. VOC Content: For field applications, verify paints and coatings comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:
   1. Flat Paints and Coatings: 50 g/L.
   2. Nonflat Paints and Coatings: 50 / 100 g/L.
   3. Dry-Fog Coatings: 150 g/L.
   4. Primers, Sealers, and Undercoaters: 100 g/L.
   5. Rust-Preventive Coatings: 100 / 250 g/L.
   6. Zinc-Rich Industrial Maintenance Primers: 100 / 340 g/L.
   7. Pretreatment Wash Primers: 420 g/L.
   8. Shellacs, Clear: 730 g/L.
   9. Shellacs, Pigmented: 550 g/L.

D. Colors: As selected by Owner..

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
   1. Concrete: 12 percent.
   2. Masonry (CMUs): 12 percent.

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C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.
1. Application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

3.03 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.04 CLEANING AND PROTECTION

A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Owner, and leave in an undamaged condition.

B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.05 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:
1. Latex System MPI EXT 3.1A or MPI EXT 3.1K:
a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

B. Concrete Masonry Unit Substrates:
1. Latex over Alkali-Resistant Primer System MPI EXT 4.2L:
a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, flat (MPI Gloss Level 1), MPI #10.
d. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.
e. Topcoat: Latex, exterior, semi-gloss (MPI Gloss Level 5), MPI #11.

C. Steel and Iron Substrates:
1. Water-Based Light Industrial Coating System MPI EXT 5.1C or MPI EXT 5.1M:
a. Prime Coat: Primer, rust inhibitive, water based MPI #107.

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b. Prime Coat: Shop primer specified in Section where substrate is specified.
c. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
d. Topcoat: Light industrial coating, exterior, water based, gloss (MPI Gloss Level 6), MPI #164.

D. Galvanized-Metal Substrates:
1. Water-Based Light Industrial Coating System MPI EXT 5.3J:
a. Prime Coat: Primer, galvanized, water based, MPI #134.
b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
c. Topcoat: Light industrial coating, exterior, water based, gloss (MPI Gloss Level 6), MPI #164.

E. Wood Substrates: Wood trim.
1. Latex over Latex Primer System MPI EXT 6.3L:
a. Prime Coat: Primer, latex for exterior wood, MPI #6.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.
2. Latex System MPI EXT 6.3A:
a. Prime Coat: Primer, alkyd for exterior wood, MPI #5.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

F. Wood Substrates: Wood-based panel products.
1. Latex over Latex Primer System MPI EXT 6.4K:
a. Prime Coat: Primer, latex for exterior wood, MPI #6.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.
2. Latex over Alkyd Primer System MPI EXT 6.4G:
a. Prime Coat: Primer, alkyd for exterior wood, MPI #5.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

END OF SECTION

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SECTION 09 91 3X

INTERIOR PAINTING

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes surface preparation and the application of paint systems on interior substrates.
   1. Concrete.
   2. Concrete Masonry Units.
   3. Steel and iron.
   4. Wood.
   5. Gypsum board.

1.02 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.03 SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.
   1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

B. Sustainable Design Submittals:
   1. Product Data: For paints and coatings, indicating VOC content.

C. Samples: For each type of paint system and in each color and gloss of topcoat.

1.04 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

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1. Owner will select one surface to represent surfaces and conditions for application of each paint system.
   a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
   b. Other Items: Owner will designate items or areas required.
2. Final approval of color selections will be based on mockups.
   a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Owner at no added cost to Owner.

PART 3 - PRO2 DCTS

2.01 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); paint systems as noted or a comparable product by one of the following:
   1. Benjamin Moore & Co.
   2. Dunn-Edwards Corporation (a Nippon Paint Holdings Co. Ltd. company).
   3. Pratt & Lambert.

B. Products: Subject to compliance with requirements, provide one of the products listed in the Interior Painting Schedule for the paint category indicated.

2.02 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:
   1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
   2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. VOC Content: For field applications that are inside the weatherproofing system, verify paints and coatings comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:
   1. Flat Paints and Coatings: 50 g/L.
   2. Nonflat Paints and Coatings: 50 / 100 g/L.
   3. Dry-Fog Coatings: 150 g/L.
   4. Primers, Sealers, and Undercoaters: 100 g/L.
   5. Rust-Preventive Coatings: 100 / 250 g/L.
   6. Zinc-Rich Industrial Maintenance Primers: 100 / 340 g/L.
   7. Pretreatment Wash Primers: 420 g/L.
   8. Shellacs, Clear: 730 g/L.
   9. Shellacs, Pigmented: 550 g/L.

D. Low-Emitting Materials: For field applications that are inside the weatherproofing system, verify 90 percent of paints and coatings comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

E. Colors: As selected by Owner..

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PART X - EUECDTION

3.01 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
   1. Concrete: 12 percent.
   2. Wood: 15 percent.
   3. Gypsum Board: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.
   1. Application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

3.03 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.04 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:
   1. High-Performance Architectural Latex System MPI INT 3.1C:
      a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
      b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
      c. Topcoat: Latex, interior, high performance architectural (MPI Gloss Level 3), MPI #139.
      d. Topcoat: Latex, interior, high performance architectural, semi-gloss (MPI Gloss Level 5), MPI #141.

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B. CMU Substrates:
   1. Institutional Low-Odor/VOC Latex System MPI INT 4.2E:
      a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
      b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
      c. Topcoat: Latex, interior, institutional low odor/VOC (MPI Gloss Level 3), MPI #145.

C. Steel Substrates:
   1. Water-Based Light Industrial Coating System MPI INT 5.1B:
      a. Prime Coat: Primer, rust-inhibitive, water based MPI #107.
      b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
      c. Topcoat: Light industrial coating, interior, water based, semi-gloss (MPI Gloss Level 5).

D. Wood Substrates: Wood trim and wood board paneling.
   1. High-Performance Architectural Latex System MPI INT 6.3A:
      a. Prime Coat: Primer, latex, for interior wood, MPI #39.
      b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
      c. Topcoat: Latex, interior, high performance architectural, semi-gloss (MPI Gloss Level 5), MPI #141.

E. Gypsum Board Substrates:
   1. High-Performance Architectural Latex System MPI INT 9.2B:
      a. Prime Coat: Primer sealer, latex, interior, MPI #50.
      b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
      c. Topcoat: Latex, interior, high performance architectural (MPI Gloss Level 3), MPI #139.
      d. Topcoat: Latex, interior, high performance architectural, semi-gloss (MPI Gloss Level 5), MPI #141.

END OF SECTION

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SECTION 101400

SIGNAGE

PART 1 – GENERAL

1.01 SUBMITTALS

A. Submit fully detailed shop drawings giving sizes, methods of attachment, and all required accessories.

B. Submit product data for all products specified.

PART 2 – PRODUCTS

2.01 MANUFACTURER

A. Manufacturers: Subject to compliance with requirements, provide custom fabricated identifying signage as manufactured by ASI Sign Systems, Bradford Signs, or equal.

2.02 IDENTIFYING DEVICES

A. Toilet Room Accessibility Signs: Comply with Title 24, California Administrative Code and Americans with Disabilities Act (ADA) with raised and braille letters and as indicated. Provide room identification signage with tactile and braille, as well as door signage (12" equilateral Triangle for men, 12" diameter circle for women), ¼" thick Plexiglas, adhesive applied. Symbols and lettering as indicated. Signage colors to be as indicated.

B. Interior Room Identification Signs: Acrylic plastic signs with raised letters and braille, ½" radiused corners, ASI Sign Systems, or equal.

1. As indicated, mounted with double faced tape or adhesive as recommended by manufacturer. Mount 60" above FFE on strike side of door, unless noted otherwise. Confirm location of all signs with Owner prior to installation.

2. Colors shall be as selected by Owner.

3. Style of Lettering: Helvetica Medium 1" high capitals, related lower case and numerals.

4. Text of Signs: The text of signs shall be as confirmed with Owner

C. Exterior Room Identification Signage: As specified for interior room identification signage. Mounting to be with screws through face of sign. Screws to be finished to match sign color.

D. Exterior Building Signage:

1. ¼" aluminum plate cut out letters: Letters shall be sized as indicated. Letter style shall be as indicated. Color to be factory applied baked enamel finish, after fabrication, color shall be selected by Owner from manufacturer's standard colors.

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Mounting shall be projected, with threaded studs set in adhesive, letters to project ½".

PART 3 – EXECUTION

3.01 Identification Signage Installation

A. Install toilet room accessibility signs on door as indicated.

B. Install interior room identification signage on wall adjacent to doors, mounting heights shall be 60" above FFE, and as required by code.

C. Install exterior building signage as indicated above and in accordance with manufacturer's recommendations.

END OF SECTION

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SECTION 10 21 13.19

PLASTIC TOILET, SHOWER & CHANGING COMPARTMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes solid-plastic toilet compartments, shower compartments and changing compartments configured and urinal screens.

1.2 SUBMITTALS

A. Product Data: For each type of product.

B. Sustainable Design Submittals: Recycled Content.

C. Shop Drawings: For toilet compartments, shoer compartments and changing compartments. Include plans, elevations, sections, details, and attachment details.

D. Samples for each type of toilet / shower / changing compartment material indicated.

E. Product certificates.

F. Maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
1. Flame-Spread Index: 25 or less.
2. Smoke-Developed Index: 450 or less.

B. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than (maximum available) percent.

C. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and 2016 California Building Code for toilet compartments designated as accessible.

2.2 SOLID-PLASTIC TOILET COMPARTMENTS & CHANGING COMPARTMENTS

A. Manufacturers: Basis of Design Subject to compliance with requirements, provide Bobrick, Sierra Series SRC or approved equal by one of the following::
1. Scranton Products, Hiny Hiders.
2. General Partitions Mfg. Corp.
3. Global Partitions Corp., an ASI Group Company.

B. Toilet-Enclosure Style: Overhead braced and floor anchored.

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C. Urinal-Screen Style: Wall hung.

D. Door, Panel, and Pilaster Construction: Solid, high-density polyethylene (HDPE) panel material, not less than 1 inch thick, seamless, with eased edges, and with homogenous color and pattern throughout thickness of material.
1. Integral Hinges: Configure doors and pilasters to receive integral hinges.
2. Heat-Sink Strip: Manufacturer's standard continuous, extruded-aluminum or stainless-steel strip fastened to exposed bottom edges of solid-plastic components to hinder malicious combustion.
3. Color and Pattern: One color and pattern in each room as selected by Architect from manufacturer's full range.

E. Pilaster Shoes and Sleeves (Caps): Manufacturer's standard design; stainless steel.

F. Brackets (Fittings):
1. Stirrup Type: Ear or U-brackets, stainless steel.

2.3 SOLID-PLASTIC SHOWER COMPARTMENTS

A. Manufacturers: Basis of Design Subject to compliance with requirements, provide Bobrick, Sierra Series SRC or approved equal by one of the following:
1. Scranton Products, Hiny Hiders.
2. General Partitions Mfg. Corp.
3. Global Partitions Corp., an ASI Group Company.

B. Shower-Enclosure Style: Overhead braced and floor anchored.

C. Aluminum Extrusions: ASTM B221, 6463-T5 alloy and temper

D. Shower Curtains: Vinyl, 72 inches high x width per plan, hung with aluminum curtain hooks with self-lubricating Delrin slides.

E. Panels: 76 inches high, mounted to pilasters with continuous brackets and to panels with continuous extruded aluminum brackets or continuous extruded aluminum shower corner brackets.

F. Headrail: Heavy-duty extruded aluminum, anti-grip design, clear anodized finish, fastened to headrail brackets and top of pilaster using stainless steel tamper-resistant Torx head screws.

G. Brackets: 76 inches long, extruded aluminum, clear anodized finish, attached using stainless steel tamper-resistant Torx head screws

2.4 HARDWARE AND ACCESSORIES

A. Hardware and Accessories: Manufacturer's standard operating hardware and accessories.
1. Material: Stainless steel.
2. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.

B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.

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C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless-steel, hot-dip galvanized-steel, or other rust-resistant, protective-coated steel compatible with related materials.

2.5 SOLID PLASTIC BENCHES

A. Basis of Design: Provide Scranton Products TuffTec solid plastic benches or equivalent.

B. Bench Tops: Manufacturer's standard one-piece units, minimum width is 9-1/2-inch or 20”-24” at ADA accessible benches. Thickness to be 1-1/2 inches thick, with rounded corners and edges.
1. Material: High density polyethylene (HDPE) .

C. Pedestals: Aluminum pedestals shall be 2-3/8-inch diameter x 16-inches high.

D. Color as selected by Owner

2.6 FABRICATION

A. Fabrication, General: Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories where required for attachment of toilet accessories.

B. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.

C. Floor-Anchored Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment nuts at pilasters for structural connection to floor. Provide shoes at pilasters to conceal anchorage.

D. Door Size and Swings: Unless otherwise indicated, provide 24-inch wide, in-swinging doors for standard toilet compartments and 36-inch wide, out-swinging doors with a minimum 32-inch wide, clear opening for compartments designated as accessible.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
1. Maximum Clearances:
   a. Pilasters and Panels: 1/2 inch.
   b. Panels and Walls: 1 inch.
2. Stirrup Brackets: Secure panels to walls and to pilasters with no fewer than three brackets attached at midpoint and near top and bottom of panel.
   a. Locate wall brackets so holes for wall anchors occur in masonry or tile joints.
   b. Align brackets at pilasters with brackets at walls.

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3.2 ADJUSTING

A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

END OF SECTION

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SECTION 10 28 00

TOILET and BATH ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Public-use washroom accessories.
2. Public-use shower room accessories.
3. Childcare accessories.
4. Underlavatory guards.
5. Custodial accessories.

1.2 SUBMITTALS

A. Product Data: For each type of product.

B. Samples: Full size, for each exposed product and for each finish specified.

C. Sample warranty.

D. Maintenance data.

1.3 WARRANTY

A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 PUBLIC-USE WASHROOM ACCESSORIES

A. Manufacturers: Basis-of-Design product is listed in each category below. Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
d. Tubular Specialties Manufacturing, Inc.

B. Grab Bars TBA-1 and TBA-2:
1. Basis-of-Design is Bobrick B-6806x36 and B-6806x48.
2. Mounting: Flanges with concealed fasteners.
3. Material: Stainless steel, 18 gauge thick.
a. Finish: Smooth, No. 4 finish (satin).
4. Outside Diameter: 1-1/2 inches.

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5. Configuration and Length: Straight, 36 inches long at rear and 48 inches long at side of water closet.

C. Toilet Tissue (Roll) Dispenser TBA-3:
1. Basis-of-Design is Bobrick B-6977.
2. Description: Double-roll dispenser.
3. Mounting: Recessed. Provide recess at CMU wall construction to receive unit where applicable.
4. Operation: Noncontrol delivery with theft-resistant spindle.
5. Capacity: Designed for 5-inch diameter tissue rolls.
6. Material and Finish: Stainless steel, No. 4 finish (satin).

D. Seat-Cover Dispenser TBA-4:
1. Basis-of-Design is Bobrick B-221 Classic Series.
2. Mounting: Surface mounted.
3. Minimum Capacity: 250 seat covers.
4. Exposed Material and Finish: Stainless steel, No. 4 finish (satin).
5. Lockset: Tumbler type.

E. Seat Cover and Toilet Tissue Dispensers TBA-5:
1. Basis-of-Design is Bobrick B-347 Classic Series for various applications.
2. Description: Double-roll toilet tissue dispenser and seat-cover dispenser.
3. Mounting: Recessed in frame wall (B34745) and surface-mounted on toilet partition serving one compartment (B-3479).
4. Operation: Noncontrol delivery with theft-resistant spindle.
5. Capacity: Designed for 5-inch diameter tissue rolls and 250 seat covers.
6. Material and Finish: Stainless steel, No. 4 finish (satin).

F. Seat Cover Dispenser, Sanitary Napkin Disposal and Toilet Tissue Dispensers TBA-6:
1. Basis-of-Design is Bobrick B-3574 Classic Series for various applications.
2. Description: Double-roll toilet tissue dispenser, sanitary napkin disposal and seat-cover dispenser.
3. Mounting: Surface-mounted on toilet partition serving one compartment (B-3579) and centered through partition used from both sides (B-357).
4. Operation: Noncontrol delivery with theft-resistant spindle.
5. Capacity: Designed for 5-inch diameter tissue rolls and 250 seat covers.
6. Material and Finish: Stainless steel, No. 4 finish (satin).

G. Combination Towel (Folded) Dispenser/Waste Receptacle TBA-7:
1. Basis-of-Design is Bobrick B-3944 (recessed) and B-3949 (surface-mounted).
2. Description: Combination unit for dispensing C-fold or multifold towels, with removable waste receptacle.
3. Mounting: Surface mounted (B-3949) and Recessed with projecting receptacle (B-3944).
   a. Designed for nominal 4-inchwall depth.
   b. Provide recess at CMU wall construction to receive unit where applicable.
4. Minimum Towel-Dispenser Capacity: 600 C-fold or 800 multifold paper towels.
5. Minimum Waste-Receptacle Capacity: 12 gal.
6. Material and Finish: Stainless steel, No. 4 finish (satin).
7. Liner: Reusable, vinyl waste-receptacle liner.
8. Lockset: Tumbler type for towel-dispenser compartment and waste receptacle

H. Paper Towel (Folded) Dispenser TBA-8:
1. Basis-of-Design is Bobrick B-2621 (7 1/8” high) and B-262 (14” high).
2. Mounting: Surface mounted.

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3. Minimum Capacity: 200 C-fold or 525 multifold towels and 400 C-fold or 800 multifold towels.
4. Material and Finish: Stainless steel, No. 4 finish (satin).
5. Lockset: Tumbler type.
6. Refill Indicator: Pierced slots at sides or front.

I. Mirror Unit TBA-9:
1. Basis-of-Design is Bobrick B-165 2448.
2. Frame: Stainless-steel channel.
   a. Corners: Mitered and mechanically interlocked.
3. Hangers: Produce rigid, tamper- and theft-resistant installation, using method indicated below.
   a. Wall bracket of galvanized steel, equipped with concealed locking devices requiring a special tool to remove.
4. Size: 24” wide x 48” high.

J. Liquid-Soap Dispenser TBA-10:
1. Basis-of-Design is Bobrick B-2111.
2. Description: Designed for dispensing soap in liquid or lotion form.
3. Mounting: Vertically oriented, surface mounted.
4. Capacity: 40 fluid oz.
5. Materials: Satin finish stainless steel.
6. Lockset: Tumbler type.
7. Refill Indicator: Window type.

K. Coat Hook TBA-12:
1. Basis-of-Design is Bobrick B-6717.
2. Description: Single-prong unit.
3. Material and Finish: Stainless steel, No. 4 finish (satin).
4. Mounting: Mount on inside face of all toilet and changing cubicles.

2.3 PUBLIC-USE SHOWER ROOM ACCESSORIES

A. Grab Bars TBA-13:
1. Basis-of-Design is Bobrick B-6806x18 and B-6806x48.
2. Mounting: Flanges with concealed fasteners.
3. Material: Stainless steel, 18 gauge thick.
   a. Finish: Smooth, No. 4 finish (satin).
4. Outside Diameter: 1-1/2 inches.
5. Configuration and Length: Straight, 18inchesat side wall and 48 inches long at rear wall of accessible shower.

B. Folding Shower Seat TBA-14:
1. Basis-of-Design is Bobrick B-5192.
2. Configuration: Rectangular seat.
3. Seat: Phenolic or polymeric composite of slat-type or one-piece construction in color as selected by Architect.
4. Mounting Mechanism: Stainless steel, No. 4 finish (satin).
5. Dimensions: 22.5” wide, projects 15 13/16” from wall.

C. Shower Curtain TBA-15:
1. Basis-of-Design is Bobrick B-204-2 Curtain and 204-1 Curtain Hooks.
2. Size: Minimum 6 inches -12 inches wider than opening by 72 inches (1828 mm) high.
3. Material: Vinyl, minimum 0.006 inch thick, opaque, matte.
4. Color: As selected from manufacturer's full range.

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5. Grommets: Corrosion resistant at minimum 6 inches o.c. through top hem.
6. Shower Curtain Hooks: Chrome-plated or stainless-steel, spring wire curtain hooks with snap fasteners, sized to accommodate specified curtain rod. Provide one hook per curtain grommet.

D. Soap Dish at Frame Walls and CMU Walls TBA-16:
1. Basis-of-Design is Bobrick B-4390.
2. Mounting: Recessed. Provide recess at CMU wall construction to receive unit where applicable.
3.
4. Material and Finish: Stainless steel, No. 4 finish (satin).

2.4 CHILDCARE ACCESSORIES

A. Diaper-Changing Station TBA-19:
1. Basis-of-Design is Bobrick KB200-05.
2. Description: Horizontal unit that opens by folding down from stored position and with child-protection strap. Provide required signage.
3. Mounting: Surface mounted, with unit projecting not more than 4 inches from wall when closed.
4. Operation: By pneumatic shock-absorbing mechanism.
5. Material and Finish: HDPE in manufacturer's standard color.
6. Liner Dispenser: Built in.

2.5 UNDERLAVATORY GUARDS

A. Underlavatory Guard TBA-20:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. Buckaroos, Inc.
b. Plumberex Specialty Products, Inc.
c. Truebro by IPS Corporation.
2. Description: Insulating pipe covering for supply and drain piping assemblies that prevents direct contact with and burns from piping; allow service access without removing coverings.
3. Material and Finish: Antimicrobial, molded plastic, white.

2.6 CUSTODIAL ACCESSORIES

A. Mop and Broom Holder TBA-21:
1. Basis-of-Design is Bobrick B-223.
2. Description: Unit with mop and broom holders.
3. Length: 24inches.
4. Mop/Broom Holders: Three, spring-loaded, rubber hat, cam type.
5. Material and Finish: Stainless steel, No. 4 finish (satin).

2.7 FABRICATION

A. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

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PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

B. Grab Bars: Install to withstand a downward load of at least 250 lbf, when tested according to ASTM F 446.

END OF SECTION

Not for Construction
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SECTION 10 44 13

FIRE EXTINGUISHER CABINETS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes fire-protection cabinets for portable fire extinguishers.

1.02 SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For fire-protection cabinets.

C. Maintenance data.

1.03 COORDINATION

A. Coordinate size of fire-protection cabinets to ensure that type and capacity of fire extinguishers indicated are accommodated.

B. Coordinate sizes and locations of fire-protection cabinets with wall depths.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Fire-Rated Fire-Protection Cabinets: Listed and labeled to comply with requirements in ASTM E 814 for fire-resistance rating of walls where they are installed.

2.02 FIRE-PROTECTION CABINET

A. Cabinet Type: Suitable for fire extinguisher.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Larsen's Manufacturing Co. "Architectural Series" or comparable product by one of the following:
   a. JL Industries, Inc.; a division of the Activar Construction Products Group.
   b. Modern Metal Products, Division of Technico Inc.
   c. Nystrom, Inc.
   d. Potter Roemer LLC.

B. Cabinet Construction: Nonrated and 1-hour fire rated.
1. Fire-Rated Cabinets: Construct fire-rated cabinets with double walls fabricated from 0.043-inch-thick cold-rolled steel sheet lined with minimum 5/8-inch-thick fire-barrier material. Provide factory-drilled mounting holes.

C. Cabinet Material: Cold-rolled steel sheet.

D. Semirecessed Cabinet: One-piece combination trim and perimeter door frame overlapping surrounding wall surface with exposed trim face and wall return at outer edge (backbend).
1. Square-Edge Trim: 1-1/4- to 1-1/2-inch backbend depth.
2. Rolled-Edge Trim: 2-1/2-inch backbend depth.

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E. Cabinet Trim Material: Stainless-steel sheet.

F. Door Material: Stainless-steel sheet.

G. Door Style: Vertical duo panel with frame.

H. Door Glazing: Clear float glass Break glass.

I. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated.

J. Accessories:
1. Door Lock: Cam lock that allows door to be opened during emergency by pulling sharply on door handle.
2. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as directed by Architect.
   a. Identify fire extinguisher in fire-protection cabinet with the words "FIRE EXTINGUISHER."
      1) Location: Applied to cabinet door.
      2) Application Process: Silk-screened.
      3) Lettering Color: Red.
      4) Orientation: Vertical.

K. Materials:
1. Cold-Rolled Steel: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B.
   a. Finish: Baked enamel or powder coat.
   b. Color: As selected by Architect from full range of industry colors and color densities.
2. Stainless Steel: ASTM A 666, Type 304.
   a. Finish: No. 4 directional satin finish.
3. Clear Float Glass: ASTM C 1036, Type I, Class 1, Quality q3, 3 mm thick.

2.03 FABRICATION

A. Fire-Protection Cabinets: Provide manufacturer's standard box (tub) with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Prepare recesses for semirecessed fire-protection cabinets as required by type and size of cabinet and trim style.

B. Install fire-protection cabinets in locations and at mounting heights indicated

C. Fire-Protection Cabinets: Fasten cabinets to structure, square and plumb.

D. Adjust fire-protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.

END OF SECTION

Not for Construction
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SECTION 10 44 16

FIRE EXTINGUISHERS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.

1.02 SUBMITTALS

A. Product Data: For each type of product.

B. Warranty: Sample of special warranty.

C. Operation and maintenance data.

1.03 COORDINATION

A. Coordinate type and capacity of fire extinguishers with fire-protection cabinets to ensure fit and function.

1.04 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.
   1. Warranty Period: Six years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."

B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

2.02 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

A. Fire Extinguishers: Type, size, and capacity for each fire-protection cabinet and mounting bracket indicated.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Activar Construction Products Group, Inc. - JL Industries.
      b. Amerex Corporation.
      c. Larsens Manufacturing Company.
      d. Nystrom.
      e. Potter Roemer LLC; a Division of Morris Group International.

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2. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B, and bar coding for documenting fire-extinguisher location, inspections, maintenance, and recharging.

B. Multipurpose Dry-Chemical Type: UL-rated 4A-60BC nominal capacity, with monoammonium phosphate-based dry chemical in manufacturer's standard enameled container.

2.03 MOUNTING BRACKETS <Insert drawing designation>

A. Mounting Brackets: Manufacturer's standard galvanized steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or red baked-enamel finish.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. Activar Construction Products Group, Inc. - JL Industries.
b. Amerex Corporation.
c. Guardian Fire Equipment, Inc.
d. Larsens Manufacturing Company.
e. Nystrom.
f. Potter Roemer LLC; a Division of Morris Group International.

B. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect.
1. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.
a. Orientation: Horizontal.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Examine fire extinguishers for proper charging and tagging.
1. Remove and replace damaged, defective, or undercharged fire extinguishers.

B. Install fire extinguishers and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.
1. Mounting Brackets: 48inches above finished floor to the highest operable part of fire extinguisher.

C. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated.

END OF SECTION

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SECTION 11 31 00

RESIDENTIAL APPLIANCES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Refrigeration appliances.

1.02 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.03 SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

C. Product certificates.

D. Sample warranties.

E. Operation and maintenance data.

1.04 WARRANTY

A. Special Warranties: Manufacturer agrees to repair or replace residential appliances or components that fail in materials or workmanship within specified warranty period.
   1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Electrical Appliances: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.02 REFRIGERATOR/FREEZERS

A. Refrigerator/Freezer: Single door, refrigerator/freezer and complying with AHAM HRF-1.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      a. Samsung RB34T630ESA/EF

   2. Type: Freestanding.
   3. General Features:
      a. Dispenser in door for ice and cold water.
      b. Interior light in refrigeration compartment.
      c. Automatic defrost.

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d. Interior light in freezer compartment.
e. Automatic icemaker and storage bin.

4. ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product-labeling program.
5. Front Panel(s): Stainless steel

B. Food Waste Disposal:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. Insinkerator SS-125

PART 3 - EXECUTION

3.01 INSTALLATION

A. Built-in Equipment: Securely anchor units to supporting cabinets or countertops with concealed fasteners. Verify that clearances are adequate for proper functioning and that rough openings are completely concealed.

B. Freestanding Equipment: Place units in final locations after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.

3.02 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:
1. Perform visual, mechanical, and electrical inspection and testing for each appliance according to manufacturers' written recommendations. Certify compliance with each manufacturer's appliance-performance parameters.
2. Leak Test: After installation, test for leaks. Repair leaks and retest until no leaks exist.
3. Operational Test: After installation, start units to confirm proper operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and components.

B. An appliance will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION

Not for Construction
For Council Approval

SECTION 12 36 61.16

SOLID SURFACING COUNTERTOPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Solid surface material countertops.
2. Solid surface material backsplashes.
3. Solid surface material end splashes.

1.2 SUBMITTALS

A. Product Data: For countertop materials.

B. Sustainable Design Submittals:
1. Product Data: For adhesives, indicating VOC content.
2. Laboratory Test Reports: For adhesives, indicating compliance with requirements for low-emitting materials.
3. Laboratory Test Reports: For composite wood products, indicating compliance with requirements for low-emitting materials.

C. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.

D. Samples: For each type of material exposed to view.

PART 2 - PRODUCTS

2.1 SOLID SURFACE COUNTERTOP MATERIALS

A. Solid Surface Material: Homogeneous-filled plastic resin complying with ICPA SS-1.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. E. I. du Pont de Nemours and Company.
b. Formica Corporation.
c. Wilsonart LLC.
2. Type: Provide Standard type unless Special Purpose type is indicated.
3. Colors and Patterns: As selected by Architect from manufacturer's full range.

B. Composite Wood Products: Products shall be made using ultra-low-emitting formaldehyde resins as defined in the California Air Resources Board's "Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products" or shall be made with no added formaldehyde.

C. Particleboard: ANSI A208.1, Grade M-2-Exterior Glue.

D. Plywood: Exterior softwood plywood complying with DOC PS 1, Grade C-C Plugged, touch sanded.

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2.2 COUNTERTOP FABRICATION

A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."
   1. Grade: Custom.

B. Configuration:
   1. Front: 1-1/2-inch laminated bullnose.
   2. Backsplash: Radius edge with 3/8-inch radius.
   3. End Splash: Matching backsplash.

C. Countertops: 1/2-inch-thick, solid surface material with front edge built up with same material.

D. Backsplashes: 1/2-inch-thick, solid surface material.

E. Joints: Fabricate countertops in sections for joining in field, with joints at locations indicated.

2.3 INSTALLATION MATERIALS

A. Adhesive: Product recommended by solid surface material manufacturer.
   1. Adhesives shall have a VOC content of 70 g/L or less.
   2. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Sealant for Countertops: Comply with applicable requirements in Section 07 92 00 "Joint Sealants."

PART 3 - EXECUTION

3.1 INSTALLATION

A. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Predrill holes for screws as recommended by manufacturer.

B. Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane. Over plywood or particleboard, secure countertops to subtops with adhesive according to solid surface material manufacturer's written instructions.

C. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.

D. Install backsplashes and end splashes by adhering to wall and countertops with adhesive.

E. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.

F. Apply sealant to gaps at walls; comply with Section 07 92 00 "Joint Sealants."

END OF SECTION

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SECTION 22 00 50 - BASIC PLUMBING MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Access Doors.
   2. Insulation.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. This Section is a part of each Division 22 Section.

1.3 ADDITIONAL REQUIREMENTS

A. Furnish and install any incidental work not shown or specified which is necessary to provide a complete and workable system.

B. Make all temporary connections required to maintain services during the course of this Contract without additional cost to the Owner. Notify the Owner seven days in advance before disturbing any service.

C. Plumbing work done under this contract shall not adversely affect the operation of the existing plumbing systems.

1.4 REFERENCES AND STANDARDS

A. Where material or equipment is specified to conform to referenced standards, it shall be assumed that the most recent edition of the standard in effect at the time of bid shall be used.

   1. CSA – Canadian Standards Association International.
   2. ANSI - American National Standards Institute.
   3. ASTM - American Society for Testing and Materials.
   4. CCR - California Code of Regulations.

      a. Title 8 - Division of Industrial Safety, Subchapter 7; General Industry Safety Orders, Articles 31 through 36.

   5. NCPWB - National Certified Pipe Welding Bureau.
   6. CEC - California Electrical Code.
   7. NEMA - National Electrical Manufacturers' Association.
   8. NFPA - National Fire Protection Association.
   9. OSHA - Occupational Safety and Health Act.
   10. UL - Underwriters' Laboratories, Inc.

B. Requirements of Regulatory Agencies:

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1. The publications listed below form part of this specification; comply with provisions of these publications except as otherwise shown or specified.
   a. California Building Code, 2019.
   b. California Electrical Code, 2019.
   c. California Energy Code, 2019.
   d. California Fire Code, 2019.
   e. California Green Building Standards Code, 2019.
   f. California Mechanical Code, 2019.
   g. California Plumbing Code, 2019.
   h. California Code of Regulations, Title 24.
   i. California Health and Safety Code.
   j. CAL-OSHA.
   k. California State Fire Marshal, Title 19 CCR.
   l. National Fire Protection Association.
   m. Occupational Safety and Health Administration.
   n. Other applicable state laws.

2. Nothing in Drawings or specifications shall be construed to permit work not conforming to these codes, or to requirements of authorities having jurisdiction. It is not the intent of Drawings or specifications to repeat requirements of codes except where necessary for clarity.

1.5 DRAWINGS

A. Examine Contract Documents prior to bidding of work and report discrepancies in writing to Architect.

B. Drawings showing location of equipment and materials are diagrammatic and job conditions will not always permit installation in location shown. The Plumbing Drawings show general arrangement of equipment and materials, etc., and shall be followed as closely as existing conditions, actual building construction, and work of other trades permit.

1. Architectural and Structural Drawings shall be considered part of the Work. These Drawings furnish Contractor with information relating to design and construction of the Project. Architectural Drawings take precedence over Plumbing Drawings.
2. Because of the small scale of Plumbing Drawings, not all offsets, fittings, and accessories required are shown. Investigate structural and finish conditions affecting the Work and arrange Work accordingly. Provide offsets, fittings, and accessories required to meet conditions. Inform Architect immediately when job conditions do not permit installation of equipment and materials in the locations shown. Obtain the Architects approval prior to relocation of equipment and materials.
3. Relocate equipment and materials installed without prior approval of the Architect. Remove and relocate equipment and materials at Contactors' expense upon Architects' direction.
4. Minor changes in locations of equipment, piping, etc., from locations shown shall be made when directed by the Architect at no additional cost to the Owner providing such change is ordered before such items of work, or work directly connected to same are installed and providing no additional material is required.

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C. Execute work mentioned in Specifications and not shown on Drawings, or vice versa, the same as if specifically mentioned or shown in both.

1.6 FEES AND PERMITS

A. Obtain and pay for all permits and service required in installation of this work; arrange for required inspections and secure approvals from authorities having jurisdiction. Comply with requirements of Division 01.

B. Arrange for utility connections and pay charges incurred, including excess service charges.

1. Bear the cost of construction related to utility services, from point of connection to utility services shown on Contract Documents. This includes piping, excavation, backfill, meters, boxes, check valves, backflow prevention devices, general service valves, concrete work, and the like, whether or not Work is performed by Contractor, local water/sanitation district, public utility, other governmental agencies or agencies' assigns.

C. Coordination:

1. General:

a. Coordinate plumbing Work with trades covered in other Specifications Sections to provide a complete, operable and sanitary installation of the highest quality workmanship.

2. Electrical Coordination:

a. Refer to the Electrical Drawings and Specifications, Division 26, for service voltage and power feed wiring for equipment specified under this section. Contractor has full responsibility for the following items of work:

1) Review the Electrical Drawings and Division 26 Specifications to verify that electrical services provided are adequate and compatible with equipment requirements.
2) If additional electrical services are required above that indicated on Electrical Drawings and in Division 26, such as more control interlock conductors, larger feeder, or separate 120 volt control power source, include cost to furnish and install additional electrical services as part of the bid.
3) Prior to proceeding with installation of additional electrical work, submit detailed drawings indicating exact scope of additional electrical work.

3. Mechanical Coordination:

a. Arrange for pipe spaces, chases, slots and openings in building structure during progress of construction, to accommodate mechanical system installation.
b. Coordinate requirements for access panels and doors for mechanical items requiring access where concealed behind finished surfaces. Access panels and doors are specified in Division 08 Section "Access Doors and Frames."
c. Coordinate with other trades equipment locations, pipe, duct and conduit runs, electrical outlets and fixtures, air inlets and outlets, and structural and architectural

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features. Provide information on location of piping and seismic bracing to other trades as required for a completely coordinated project.

1.7 SUBMITTALS - GENERAL

A. Refer to Division 01 Submittals Section(s) for additional requirements.

B. Submittal packages may be submitted via email as PDF electronic files, or as printed packages. PDFs shall be legible at actual size (100 percent). Provide seven copies of printed submittal packages.

C. Provide submittal of materials proposed for use as part of this Project. Product names in Specifications and on Drawings are used as standards of quality. Furnish standard items on specified equipment at no extra cost to the Contract regardless of disposition of submittal data. Other materials or methods shall not be used unless approved in writing by Architect. Architect's review will be required even though "or equal" or synonymous terms are used.

1. Partial or incomplete submittals will not be considered.
2. Quantities are Contractor's responsibility and will not be reviewed.
3. Provide materials of the same brand or manufacturer for each class of equipment or material.
4. Identify each item by manufacturer, brand, trade name, number, size, rating, or other data necessary to properly identify and review materials and equipment. Words "as specified" are not sufficient identification.
5. Identify each submittal item by reference to items' Specification Section number and paragraph, by Drawing and detail number, and by unit tag number.
6. Organize submittals in same sequence as in Specification Sections.
7. Show physical arrangement, construction details, finishes, materials used in fabrications, provisions for piping entrance, access requirements for installation and maintenance, physical size, mechanical characteristics, foundation and support details, and weight.

    a. Submit Shop Drawings, performance curves, and other pertinent data, showing size and capacity of proposed materials.
    b. Specifically indicate, by drawn detail or note, that equipment complies with each specifically stated requirement of Contract Documents.
    c. Drawings shall be drawn to scale and dimensioned (except schematic diagrams). Drawings may be prepared by vendor but must be submitted as instruments of Contractor, thoroughly checked and signed by Contractor before submission to Architect for review.
    d. Catalog cuts and published material may be included with supplemental scaled drawings.

D. Review of submittals will be only for general conformance with design concept and general compliance with information given in Contract Documents. Review will not include quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with work of other trades, or construction safety precautions, which are sole responsibility of Contractor. Review of a component of an assembly does not indicate acceptance of an assembly. Deviations from Contract Documents not clearly identified by Contractor are Contractor's responsibility and will not be reviewed by Architect.

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E. Within reasonable time after award of contract and in ample time to avoid delay of construction, submit to Architect Shop Drawings or submittals on all items of equipment and materials provided. Provide submittal in at least seven copies and in complete package.

1. Shop Drawings and submittals shall include Specification Section, Paragraph number, and Drawing unit symbol or detail number for reference. Organize submittals into booklets for each Specification section and submit in loose-leaf binders with index. Deviations from the Contract Documents shall be prominently displayed in the front of the submittal package and referenced to the applicable Contract requirement.

F. Furnish to the Project Inspector complete installation instructions on material and equipment before starting installation.

1.8 ACTION SUBMITTALS

A. Product Data: Submit manufacturer's technical product data and installation instructions for plumbing systems materials and products.

B. Shop Drawings.

C. Pipe, pipe or plumbing fittings, fixtures, solder and flux installed in a system providing water for human consumption shall comply with lead free requirements of the California Health and Safety Code Section 116875. Provide submittal information for products third-party certified by an approved laboratory as complying with California Health and Safety Code Section 116875.
1. Additional Requirements: In addition to the above, conform to all state and local requirements.

1.9 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data:

1. Refer to Division 01 for complete instructions.
2. Furnish three complete sets of Operation and Maintenance Manual bound in hardboard binder, and one compact disc containing complete Operation and Maintenance Manual in searchable PDF format. Provide Table of Contents. Provide index tabs for each piece of equipment in binder and disc. Begin compiling data upon approval of submittals.

a. Sets shall incorporate the following:

1) Product Data.
2) Shop Drawings.
3) Record Drawings.
4) Service telephone number, address and contact person for each category of equipment or system.
5) Complete operating and maintenance instructions for each item of plumbing equipment and systems.
6) Copies of guarantees/warrantees for each item of equipment and systems.
7) Test data and system balancing reports.

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8) Typewritten maintenance instructions for each item of equipment listing lubricants to be used, frequency of lubrication, inspections required, adjustment, etc.
9) Manufacturers' bulletins with parts numbers, instructions, etc., for each item of equipment.
10) Control diagrams and literature.
11) Check test and start reports for each piece of plumbing equipment provided as part of the Work.
12) Commissioning and Preliminary Operation Tests required as part of the Work.

b. Post service telephone numbers and/or addresses in an appropriate place as designated by the Architect.

B. Record Drawings:

1. Refer to Division 01, Record Documents, for requirements governing Work specified herein.
2. Upon completion of the work, deliver to Architect the following:

a. Originals of drawings showing the Work exactly as installed.
b. One complete set of reproducible drawings showing the Work exactly as installed.
c. One compact disc with complete set of drawings in PDF format showing the Work exactly as installed.
d. Provide Contractor's signature, verifying accuracy of record drawings.
e. Obtain the signature of the Project Inspector for all record drawings.

1.10 SUBSTITUTIONS

A. Refer to Division 01 for complete instructions. Requirements given below are in addition to or are intended to amplify Division 01 requirements. In the case of conflict between requirements given herein and those of Division 01, Division 01 requirements shall apply.

B. It is the responsibility of Contractor to assume costs incurred because of additional work and or changes required to incorporate proposed substitute into the Project. Refer to Division 01 for complete instructions.

C. Substitutions will be interpreted to be all manufacturers other than those specifically listed in the Contract Documents by brand name, model or catalog number.

D. Only one request for substitution will be considered for each item of equipment or material.

E. Substitution requests shall include the following:

1. Reason for substitution request.
2. Complete submittal information as described herein; see "Submittals."
3. Coordinated scale layout drawings depicting position of substituted equipment in relation to other work, with required clearances for operation, maintenance and replacement.
4. List optional features required for substituted equipment to meet functional requirements of the system as indicated in Contract Documents.
5. Explanation of impact on connected utilities.

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6. Explanation of impact on structural supports.

F. Installation of reviewed substitution is the Contractors' responsibility. Any mechanical, electrical, structural, or other changes required for installation of reviewed substituted equipment or material must be made by the Contractor without additional cost to the Owner. Review by the Architect of the substituted equipment or material, including dimensioned Drawings will not waive these requirements.

G. Contractor may be required to compensate the Architect for costs related to substituted equipment or material.

1.11 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of plumbing systems products, of types, materials, and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

B. Contractor's Qualifications: Firm with at least 5 years of successful installation experience on projects with plumbing systems work similar to that required for this Project.

C. California Health and Safety Code Compliance: For products covered under the scope of HSC 116875 for potable water service. Products for potable water service shall be third-party certified by an approved laboratory as complying with California Health and Safety Code Section 116875.

D. Comply with applicable portions of California Plumbing Code pertaining to selection and installation of plumbing materials and products.

E. All materials and products shall be new and shall match existing.

1.12 DELIVERY, STORAGE, AND HANDLING

A. Protect equipment and piping delivered to Project site from weather, humidity and temperature variations, dirt, dust and other contaminants.

1.13 FIELD CONDITIONS

A. Contractor shall visit Project site and examine existing conditions in order to become familiar with Project scope. Verify dimensions shown on Drawings at Project site. Bring discrepancies to the attention of Architect. Failure to examine Project site shall not constitute basis for claims for additional work because of lack of knowledge or location of hidden conditions that affect Project scope.

B. Information on Drawings relative to existing conditions is approximate. Deviations from Drawings necessary during progress of construction to conform to actual conditions shall be approved by the Architect and shall be made without additional cost to the Owner. The Contractor shall be held responsible for damage caused to existing services. Promptly notify the Architect if services are found which are not shown on Drawings.

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1.14 WARRANTY

A. Refer to Division 01 for warranty requirements, and duration and effective date of Contractor's Standard Guarantee.

B. Repair or replace defective work, material, or part that appears within the warranty period, including damage caused by leaks.

C. On failure to comply with the warranty requirements within a reasonable length of time after notification is given, the Architect/Owner shall have the repairs made at the Contractor's expense.

PART 2 - PRODUCTS

2.1 GENERAL

A. Materials or equipment of the same type shall be of the same brand wherever possible. All materials shall be new and in first class condition.

B. All sizes, capacities, and efficiency ratings shown are minimum, except that gas capacity is maximum available.

C. Refer to Sections 22 10 00 for specific system piping materials.

2.2 MATERIALS AND PRODUCTS

A. No material installed as part of this Work shall contain asbestos.

B. Insulation products, including insulation, insulation facings, jackets, adhesives, sealants and coatings shall not contain polybrominated diphenyl ethers (PBDEs) in penta, octa, or deca formulations in amounts greater than 0.1 percent (by mass).

2.3 ACCESS DOORS

A. Where floors, walls, or ceilings must be penetrated for access to mechanical equipment, provide access doors, 14 inch by 14 inch minimum size in usable opening. Where entrance of a serviceman may be required, provide 20 inch by 30 inch minimum usable opening. Locate access doors/panels for non-obstructed and easy reach.

1. All access doors less than 7'-0" above floors and exposed to public access shall have keyed locks.

B. Access doors shall match those supplied in Division 08 in all respects, except as noted herein.

C. Provide stainless steel access doors for use in toilet rooms, shower rooms, kitchens and other damp areas. Provide steel access doors with prime coat of baked-on paint for all other areas.

D. Do not locate access doors in highly visible public areas such as lobbies, waiting areas, and primary entrance areas. Coordinate with the Architect when access is required in these areas.

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E. Where specific information or details relating to access panels different from the above is shown or given on the Drawings or other Divisions of work, then that information shall supersede this specification.

F. Manufacturers: Subject to compliance with requirements, available manufacturers offering products which may be incorporated into the Work include Milcor, Karp, Nystrom, or Cesco, equal to the following:

1. Milcor

a. Style K (plaster).
b. Style DW (gypsum board).
c. Style M (Masonry).
d. Style "Fire Rated" where required.

2.4 INSULATION WORK

A. General:

1. Insulation products, including insulation, insulation facings, jackets, adhesives, sealants and coatings shall not contain polybrominated diphenyl ethers (PBDEs) in penta, octa, or deca formulations in amounts greater than 0.1 percent (by mass).
2. Adhesives and sealants shall comply with testing and product requirements of South Coast Air Quality Management District, Rule 1168.
3. The term "piping" used herein includes pipe, valves, strainers and fittings.
4. Apply insulating cement to fittings, valves and strainers and trowel smooth to the thickness of adjacent covering. Cover with jacket to match piping. Extend covering on valves up to the bonnet. Leave strainer cleanout plugs accessible.
5. Provide pre-formed PVC valve and fitting covers.
6. Provide Calcium Silicate rigid insulation and sheet metal sleeve, 18 inch minimum length at each pipe hanger. Seal ends of insulation to make vapor tight with jacket.
7. Test insulation, jackets and lap-seal adhesives as a composite product and confirm flame spread of not more than 25 and a smoke developed rating of not more than 50 when tested in accordance with UL723 or ASTM E84.
8. Clean thoroughly, test and have approved, all piping and equipment before installing insulation and/or covering.
9. Repair all damage to existing pipe and equipment insulation whether or not caused during the work of this contract, to match existing adjacent insulation for thickness and finish, but conforming to flame spread and smoke ratings specified above.

PART 3 - EXECUTION

3.1 EXISTING MATERIALS

A. Remove existing equipment, piping, wiring, construction, etc., which interferes with Work of this Contract. Promptly return to service upon completion of work in the area. Replace items damaged by Contractor with new material to match existing.

B. Removed materials which will not be re-installed and which are not claimed by Owner shall become property of Contractor and shall be removed from Project site. Consult Owner before

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removing any material from Project site. Carefully remove materials claimed by Owner to prevent damage and deliver to Owner-designated storage location.

C. Existing piping and wiring not reused and are concealed in building construction may be abandoned in place and all ends shall be capped or plugged. Remove unused piping and wiring exposed in Equipment Rooms or occupied spaces. Material shall be removed from Project premises. Disconnect power, water, gas, pump or any other active energy source from piping or electrical service prior to abandoning in place.

D. Existing piping, ductwork, and equipment modified or altered as part of this Work shall comply with the most recent applicable code requirements.

3.2 FRAMING, CUTTING AND PATCHING

A. Special framing, recesses, chases and backing for Work of this Section, unless otherwise specified, are covered under other Specification Sections.

B. Contractor is responsible for placement of pipe sleeves, hangers, inserts, supports, and location of openings for the Work.

C. Cutting, patching, and repairing of existing construction to permit installation of equipment, and materials is the responsibility of Contractor. Repair or replace damage to existing work with skilled mechanics for each trade.

D. Cut existing concrete construction with a concrete saw. Do not utilize pneumatic devices.

E. Core openings through existing construction for passage of new piping and conduits. Cut holes of minimum diameter to suit size of pipe and associated insulation installed. Coordinate with building structure, and obtain Structural Engineer's approval prior to coring through existing construction.

3.3 PLUMBING DEMOLITION

A. Refer to Division 01 Sections “Cutting and Patching” and “Selective Demolition” for general demolition requirements and procedures.

B. Disconnect, dismantle and remove mechanical systems, equipment, and components indicated to be removed. Coordinate with all other trades.

1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping to remain with same or compatible piping material. Refrigerant system must be evacuated per EPA requirements.
3. Equipment to Be Removed: Drain down and cap remaining services and remove equipment.
4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

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5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.4 ELECTRICAL REQUIREMENTS

A. Provide adequate working space around electrical equipment in compliance with the California Electrical Code. Coordinate the Mechanical Work with the Electrical Work to comply.

B. Furnish necessary control diagrams and instructions for the controls. Before permitting operation of any equipment which is furnished, installed, or modified under this Section, review all associated electrical work, including overload protection devices, and assume complete responsibility for the correctness of the electrical connections and protective devices. Motors and control equipment shall conform to the Standards of the National Electrical Manufacturers' Association. All equipment and connections exposed to the weather shall be NEMA IIIR with factory-wired strip heaters in each starter enclosure and temperature control panel where required to inhibit condensation.

C. All line voltage and low voltage wiring and conduit associated with the Temperature Control System are included in this Section. Wiring and conduit shall comply with Division 26.

3.5 PIPING SYSTEM REQUIREMENTS

A. Drawing plans, schematic and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.

3.6 EXCAVATING

A. Perform all excavating required for work of this Section. Provide the services of a pipe/cable locating service prior to excavating activities to determine location of existing utilities.

B. Unless shown otherwise, provide a minimum of 2'-6" cover above top of pipe to finished grade for all service piping, unless otherwise noted. Trim trench bottom by hand or provide a 4 inch deep minimum bed of sand to provide a uniform grade and firm support throughout entire length of pipe. For all PVC pipe and for PE gas pipe, bed the pipe in 4 inch sand bed. Pipe bedding materials should be clean crushed rock, gravel or sand of which 100 percent will pass a 1 inch sieve. For pipes that are larger than 10 inches in diameter, at least 95 percent should pass a 3/4 inch sieve, and for pipes 10 inches in diameter or smaller, 100 percent should pass a 1/2 inch sieve. All other materials should have a minimum sand equivalent of 50. Only a small proportion of the native soils will meet these requirements without extensive processing, therefore, importation of pipe bedding materials should be anticipated. Pipe bedding materials shall be compacted in lifts not exceeding 6 inches in compacted thickness. Each lift shall be compacted to not less than 90 percent relative compaction at or above the optimum moisture content, in accordance with ASTM Specification D2940, except that bedding materials graded such that 100 percent of the material will pass a No. 200 sieve shall be compacted in 6 inch lifts

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using a single pass of a flat-plate, vibratory compactor or vibratory drum. Pipe bedding materials should extend at least to the spring line.

C. Maintain all warning signs, barricades, flares, and red lanterns as required.

D. For all trenches 5 feet or more in depth, submit copy of permit detailed drawings showing shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. Obtain a permit from the Division of Industrial Safety prior to beginning excavations. A copy of the permit shall be available at the site at all times.

3.7 BACKFILLING

A. Backfill shall comply with applicable provisions of Division 31 of these Specifications.

B. Except under existing or proposed paved areas, walks, roads, or similar surfaces, backfill for other types of pipe shall be made using suitable excavated material or other approved material. Place backfill in 8 inch layers, measured before compaction, and compact with impact hammer to at least 90 percent relative compaction per ASTM D2940.

1. Backfill plastic pipe and insulated pipe with sand for a minimum distance of 12 inches above the top of the pipe. Compact using mechanical tamping equipment.

C. Entire backfill for excavations under existing or proposed pavements, walks, roads, or similar surfaces, under new slabs on grade, shall be made with clean sand compacted with mechanical tamping equipment vibrator to at least 90 percent relative compaction per ASTM D2940. Remove excess earth. Increase the minimum compaction within the uppermost two feet of backfill to 95 percent.

D. Replace or repair to its original condition all sod, concrete, asphalt paving, or other materials disturbed by the trenching operation. Repair within the guarantee period as required.

3.8 PIPING SYSTEMS INSTALLATION

A. At time of final connection, and prior to opening valve to allow pressurization of water and gas piping from existing systems, on site or off site, perform a pressure test to indicate static pressure of existing systems. If pressure on water piping is greater than 80 psi, or gas pressure is not as indicated on Contract Documents, inform Architect immediately. Do not allow piping systems to be pressurized without written consent of the Architect.

B. General:

1. All piping shall be concealed unless shown or otherwise directed. Allow sufficient space for ceiling panel removal.
2. Installation of piping shall be made with appropriate fittings. Bending of piping will not be accepted.
3. Install piping to permit application of insulation and to allow valve servicing.
4. Where piping or conduit is left exposed within a room, the same shall be run true to plumb, horizontal, or intended planes. Where possible, uniform margins are to be maintained between parallel lines and/or adjacent wall, floor, or ceiling surfaces.

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5. Horizontal runs of pipes and/or electrical conduit suspended from ceilings shall provide for a maximum headroom clearance. The clearance shall not be less than 6'-6" without written approval from the Architect.
6. Close ends of pipe immediately after installation. Leave closure in place until removal is necessary for completion of installation.
7. Each piping system shall be thoroughly flushed and proved clean before connection to equipment.
8. Pipe the discharge of each relief valve, air vent, backflow preventer, and similar device to floor sink or drain.
9. Install exposed polished or enameled connections with special care showing no tool marks or threads at fittings.
10. Install horizontal valves with valve stem above horizontal.
11. Use reducing fittings; bushings shall not be allowed. Use eccentric reducing fittings wherever necessary to provide free drainage of lines and passage of air.
12. Verify final equipment locations for roughing-in.
13. Furnish and install anchors or thrust blocks on PVC water lines in the ground, at all changes in direction of piping, and at all connections or branches from mains 1-1/2 inch and larger. Form anchors or thrust blocks by pouring concrete between pipe and trench wall. Thrust blocks shall be of adequate size and so placed as to take thrusts created by maximum internal water pressure. Sizing and placement shall be per manufacturer's recommendations, CPC, and IAPMO installation standards. Anchor piping to building construction.
14. Sanitary Sewer and Storm Drain: Grade piping inside building uniformly 1/4 inch per foot if possible but not less than 1/8 inch per foot. Run piping as straight as possible. Make piping connections between building piping and outside service pipe with cast iron reducers or increasers. Slope sewers uniformly between given elevations where invert elevations are shown.
15. Where piping is installed in walls within one inch of the face of stud, provide a 16 gauge sheet metal shield plate on the face of the stud. The shield plate shall extend a minimum of 1-1/2 inches beyond the outside diameter of the pipe.

C. Floor, Wall, and Ceiling Plates:

1. Fit all pipes with or without insulation passing through walls, floors, or ceilings, and all hanger rods penetrating finished ceilings with chrome-plated or stainless escutcheon plates.

3.9 UNION AND FLANGE INSTALLATION

A. Install Watts, Epco, Nibco, or equal, dielectric unions or flanges at points of connection between copper or brass piping or material and steel or cast iron pipe or material except in drain, waste, vent, or rainwater piping. Bushings or couplings shall not be used. Dielectric unions installed in potable water systems shall conform to the lead-free requirements of the California Health and Safety Code Section 116875.

B. Install unions in piping NPS 2” and smaller, and flanges in piping NPS 2-1/2” and larger whether shown or not at each connection to all equipment and tanks, and at all connections to all automatic valves, such as temperature control valves. Unions installed in potable water systems shall conform to the lead-free requirements of the California Health and Safety Code Section 116875.

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C. Locate the unions for easy removal of the equipment, tank, or valve.

3.10 ACCESS DOOR INSTALLATION

A. Furnish and install access doors wherever required whether shown or not for easy maintenance of mechanical systems; for example, at concealed valves, strainers, traps, cleanouts, dampers, motors, controls, operating equipment, etc. Access doors shall provide for complete removal and replacement of equipment.

3.11 PIPE PROTECTION

A. Wrap bare galvanized and black steel pipe buried in the ground and to 6" above grade, including piping in conduit, with one of the following, or equal:

1. Polyethylene Coating: Pressure sensitive polyethylene coating, "X-Tru-Coat" as manufactured by Pipe Line Service Corporation or "Green Line" wrap as manufactured by Roystron Products, or equal.

a. Field Joints and Fittings: Protecto Wrap #1170 tape as manufactured by Pipe Line Service Corporation, or Primer #200 tape by Roystron Products, or equal. Installation shall be as per manufacturer's recommendation and instructions.

2. Tape Wrap: Pressure-sensitive polyvinyl chloride tape, "Transtex #V-l0 or V-20", "Scotchwrap 50", Slipknot l00, PASCO Specialty & Mfg., Inc., or equal, with continuous identification. Tape shall be a minimum of 20 mils thick for fittings and irregular surfaces, two wraps, 50 percent overlap, 40 mils total thickness. Tape shall be laminated with a suitable adhesive; widths as recommended by the manufacturer for the pipe size. Wrap straight lengths of piping with an approved wrapping machine.

B. Field Joints: Valves and Fittings: double wrap polyvinyl chloride tape as above. Provide at least two thicknesses of tape over the joint and extend a minimum of 4 inches over adjacent pipe covering. Build up with primer to match adjacent covering thickness. Width of tape of fittings shall not exceed 3 inches. Tape shall adhere tightly to all surfaces of the fittings without air pockets.

C. Testing: Test completed wrap of piping, including all epoxy painted piping with Tinker and Rasor Co. test machine (San Gabriel, CA - 818-287-5259), Pipeline Inspection Company (Houston, TX - 713-681-5837), or equal.

D. Cleaning: Clean all piping thoroughly before wrapping.

1. Inspection: Damaged or defective wraps shall be repaired as directed. No wrapped pipe shall be covered until approved by Architect.

E. Sleeve copper piping/tubing installed below slab with “Polywrap-C” polyethylene sleeve, as manufactured by Northtown Pipe Protection Products, or equal. Sleeve shall be a minimum of 6 mils thick, colored blue for domestic water piping and orange for other piping. Install sleeve per manufacturer’s recommendations and instructions.

F. Sleeve copper piping/tubing installed outside building below grade with “Polywrap-C” polyethylene sleeve, as manufactured by Northtown Pipe Protection Products, or equal. Sleeve

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shall be a minimum of 6 mils thick, colored blue for domestic water piping. Install sleeve per manufacturer's recommendations and instructions.

G. Sleeve cast iron and ductile iron pipe below grade and below slab with "Polywrap" polyethylene sleeve, as manufactured by Northtown Pipe Protection Products, or equal. Sleeve shall be a minimum of 8 mils thick, colored natural. Install sleeve per manufacturer's recommendations and instructions.

H. Covering: No rocks or sharp edges shall be backfilled against the wrap or sleeve. When backfilling with other than sand, protect wrap with an outer wrapping of Kraft paper; leave in place during backfill.

3.12 PIPING SYSTEM PRESSURE TESTING

A. General:

1. Perform operational tests under simulated or actual service conditions, including one test of complete plumbing installation with fixtures and other appliances connected.
2. Repair leaks and defects with new materials, and retest piping or portion thereof until satisfactory results are obtained.

B. Piping Systems: Test piping systems in accordance with the following requirements and applicable codes:

1. Authority having jurisdiction shall witness tests of piping systems.
2. Notify Architect at least seven days in advance of testing.
3. All piping shall be tested at completion of roughing-in, or at other times as directed by Architect.
4. Furnish necessary materials, test pumps, gases, instruments and labor required for testing.
5. Isolate from system equipment that may be damaged by test pressure.

C. Test Schedule: No loss in pressure or visible leaks shall show after four hours at the pressures indicated.

D. Testing of Sanitary Sewer, Drain, Vent, and Storm Drain may be done in segments in order to limit pressure to within manufacturer's recommendations. Test to 10 feet above highest point in the system.

System Tested	Test Pressure PSI	Test With
Sanitary Sewer, Drain, Vent	10 Ft. Hd.	Water
Storm Drain, Condensate Drains	10 Ft. Hd.	Water
Domestic Water	125	Water

1. Non-corrosive leak test fluid shall be suitable for use with piping material specified, and with the type of gas conveyed by the piping system.

3.13 CERTIFICATES OF INSTALLATION

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A. Contractor shall complete applicable "Certificates of Installation" forms contained in the California Building Energy Efficiency Standards and submit to the authorities having jurisdiction for approval and issuance of final occupancy permit, as described in the California Energy Code.

END OF SECTION 22 00 50

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SECTION 22 10 00 - PLUMBING PIPING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe and fittings.
2. Valves.
3. Domestic water piping specialties.
4. Drain and waste piping specialties.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Section 22 00 50 Basic Plumbing Materials and Methods.

1.3 ACTION SUBMITTALS

A. For additional requirements, refer to Section 22 00 50, Basic Plumbing Materials and Methods.

B. Product Data: Submit manufacturer's technical product data and installation instructions for plumbing piping systems materials and products.

1.4 INFORMATIONAL SUBMITTALS

A. For additional requirements, refer to Section 22 00 50, Basic Plumbing Materials and Methods.

B. Gas Pipe Installer Qualifications: Provide evidence of current qualifications for individuals performing work requiring qualifications.

1.5 CLOSEOUT SUBMITTALS

A. For additional requirements, refer to Section 22 00 50, Basic Plumbing Materials and Methods.

B. Maintenance Data: Submit maintenance data and parts lists for plumbing piping systems materials and products. Include this data in Operation and Maintenance Manual.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish to Owner, with receipt, one valve key for each key operated hydrant, bibb, or faucet installed.

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1.7 QUALITY ASSURANCE

A. For additional requirements, refer to Section 22 00 50, Basic Plumbing Materials and Methods.

PART 2 - PRODUCTS

2.1 MATERIALS AND PRODUCTS

A. Provide piping materials and factory-fabricated piping products of sizes, types, pressure ratings, temperature ratings, and capacities as indicated. Provide materials and products complying with California Plumbing Code. Where more than one type of material or product is indicated, selection from materials or products specified is Contractor's option.

B. Potable-water piping and components shall comply with NSF 14, NSF 61, and NSF 372. Plastic piping components shall be marked with "NSF-pw."

2.2 PIPE AND FITTINGS ATTACHED TO AND BELOW BUILDINGS INCLUDING 5 FEET FROM BUILDINGS

A. Piping and fittings attached to covered walkways and corridors shall comply with the requirements of this article.

B. Drain and Waste Pipe Above Grade: Cast iron soil pipe and fittings, asphaltic coated, conforming to ASTM A888 and Cast Iron Soil Pipe Institute Standard (CISPI) 301 and so marked. Pipe and fittings shall be as manufactured by AB&I, Charlotte, Tyler Pipe, or equal. Pipe and fittings shall be the products of a single manufacturer. At Contractor’s option, vertical piping above floor from lavatories, sinks, and drinking fountains may be Schedule 40 galvanized steel pipe with black cast iron drainage fittings, or DWV weld pipe and fittings.

1. Joints above grade: No-Hub pipe conforming to ASTM A888 and CISPI 301. Couplings conforming to ASTM 1277 and CISPI 310, with stainless steel bands. Provide products by ANACO-Husky, Tyler, Ideal or equal. Provide sway brace at 20'-0" maximum spacing for suspended pipe with No-Hub joints. Provide a brace on each side of a change in direction of 90 degrees or more. Brace riser joints at each floor and at 15 foot maximum intervals (also see Specification Section 22 00 50).

C. Drain and Waste Pipe Below Grade: Cast iron soil pipe and fittings, asphaltic coated, conforming to ASTM A888 and CISPI 301 and so marked. Pipe and fittings shall be as manufactured by AB&I, Charlotte, Tyler Pipe, or equal. Pipe and fittings shall be the products of a single manufacturer. At Contractor’s option, hub and spigot cast iron soil pipe and fittings, asphaltic coated, conforming to ASTM A-74 and so marked, may be used.

1. Joints below grade: ANACO-Husky SD 4000, Clamp-All 125, or equal couplings and No-Hub fittings, meeting the requirements of FM 1680, SD Class I and ASTM C1540.
2. Joints below grade (hub and spigot option): Neoprene gaskets conforming to ASTM C564, as manufactured by Ty-Seal, Dual-Tite, or equal.

D. Vent Pipe:

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1. 3 inch and larger: Cast iron soil pipe and fittings conforming to ASTM A888 and Cast Iron Soil Pipe Institute Standard 301 and so marked. Joints in cast iron vent pipe shall be the same as specified for cast iron waste pipe above grade.
2. 2-1/2 inch and smaller: Cast iron soil pipe and fittings as specified for sizes 3 inch and larger, Schedule 40 galvanized steel pipe with black cast iron drainage fittings, or DWV copper pipe and fittings.
3. Vent pipe buried in ground and to 6 inches above ground: Cast iron soil pipe and fittings conforming to ASTM A888 and Cast Iron Soil Pipe Institute Standard 301 and so marked. Joints in cast iron vent pipe shall be the same as specified for cast iron waste pipe below ground.

E. Water Pipe (Tempered Water, Tempered Water Return, Hot Water, Hot Water Return and Cold Water): ASTM B88, Type L copper tubing, hard-temper, with wrought copper fittings. Provide full solder cup for all fittings. Capped or plugged outlets shall be Schedule 40 screwed brass. Water piping below slab: ASTM B88, Type K copper tubing, hard temper, with wrought copper fittings. At Contractor's option, pipe runs below slab having no branches may be ASTM B88, Type K annealed copper tubing without joints. See Section 22 00 50 for pipe protection requirements for below slab copper piping.

F. Temperature and Pressure Relief Valve Piping: ASTM B88, Type L copper tubing, hard-temper, with wrought copper fittings. Provide full solder cup for all fittings. Capped or plugged outlets shall be Schedule 40 screwed brass.

2.3 PIPE JOINING MATERIALS

A. Refer to piping Articles in this Section for special joining materials not listed below.

B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.

1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated

    a. Full-Face Type: For flat-face, Class 125, cast iron and cast bronze flanges.
    b. Narrow-Face Type: For raised-face, Class 250, cast iron and steel flanges.

2. AWWA C111, rubber, flat face, 1/8-inch (3.2mm) thick, unless otherwise indicated; and full-face or ring type, unless other indicated.
3. Flange Bolts and Nuts: AWWA C111, carbon steel, unless otherwise indicated.
4. Plastic, Pipe-Flange Gasket, Bolts and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

C. Solder Filler Metals: ASTM B 32, 100 percent lead free alloys. Include water-flushable flux according to ASTM B813.

D. Brazing Filler Metals: AWS A5.8, BCup-5 Series, copper-phosphorus unless otherwise indicated. Sil-Fos 15, or equal.

2.4 VALVES AND FITTINGS FOR POTABLE WATER SYSTEMS

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A. General:

1. Provide valves and fittings conforming to lead-free requirements of California Health and Safety Code Section 116875.

    a. Provide valves listed to NSF/ANSI 61-G or NSF/ANSI 372 for valve materials for potable-water service.

        1) Exception: Main distribution gate valves above 1-1/2 inches located underground outside building are not required to conform lead-free requirements of California Health and Safety Code Section 116875.

B. Ball Valves:

1. 2 inches and smaller: 600 psi CWP, cast bronze or brass body, full port, two piece, threaded ends, and reinforced PTFE seal, conforming to MSS SP-110. Nibco T-685-80-LF, Milwaukee UPBA400, Apollo 77C-LF10, Kitz 868, or equal.
2. 2-1/2 inches: Apollo 77C-LF10, or equal.

2.5 DOMESTIC WATER PIPING SPECIALTIES

A. Water Hammer Arrestors:

1. Provide water hammer arrestors conforming to lead-free requirements of California Health and Safety Code Section 116875, with nesting type bellows contained within a casing having sufficient displacement volume to dissipate the calculated kinetic energy generated in the piping system. Water hammer arrestors shall be sized for type and number of fixtures served. Provide all stainless steel shell construction with stainless steel bellows and threaded connection to water system.
2. Water hammer arrestors shall be certified under P.D.I. Standard WH201 and by ASSE Standard 1010.
3. Select units in accordance with the requirements of Plumbing and Drainage Institute Standard P.D.I. WH201. Install above ceilings or behind wall access door at each plumbing fixture, or where plumbing fixtures are installed in groups, at each group of fixtures.
4. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following, or equal:

    a. Josam Company, series 75000.
    b. Smith (Jay R.) Mfg. Co., Hydrotrol 5005-5050.
    c. Mifab, series WHB.

B. Relief Valves:

1. Provide relief valves as indicated, of size and capacity as selected by Contractor for proper relieving capacity, in accordance with ASME Boiler and Pressure Vessel Code.
2. Combined Pressure-Temperature Relief Valves: Bronze body, test lever, thermostat, complying with ANSI A21.22 listing requirements for temperature discharge capacity. Provide temperature relief at 210 degrees F, and pressure relief at 150 psi.

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3. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following, or equal:

    a. Watts Regulator Company.
    b. Cash (A.W.) Valve Manufacturing Corporation.
    c. Zurn Industries, Inc.; Wilkins-Regulator Division.

C. Trap Primers:

1. Manufacturers: Drawing schedules indicate Basis of Design products. Subject to compliance with requirements, provide product indicated on Drawings, or comparable product by one of the following, or equal:

    a. MiFab, Inc.
    b. Precision Plumbing Products.
    c. Sioux Chief Manufacturing Company.

2.6 DRAIN AND WASTE PIPING SPECIALTIES

A. Cleanouts:

1. General: Install cleanouts of same diameter as pipe (4 inch maximum) in all horizontal soil and waste lines where indicated and at all points of change in direction. Cleanouts shall be located not less than 18 inches from building construction so as to provide sufficient space for rodding. No horizontal run over 50 feet inside buildings or 100 feet outside buildings shall be without cleanout, whether shown on Drawings or not. Provide two-way cleanouts where indicated on drawings, and where required for satisfactory use.

    a. Provide cleanouts in waste drop from each sink and urinal.
    b. Provide one wrench for each size and type of cleanout used. Turn over to Owner at completion of the project, and obtain receipt. Place receipt in Operation and Maintenance Manuals.

2. Cleanouts in floor and in concrete sidewalks: Ducco Cast Iron with nickel bronze top, clamping collar and ABS plastic plug: Zurn ZN-1400-KC, or equal, with square or round top to suit floor construction.
3. Cleanouts in composition floors: Zurn ZN-1400-X-DX, or equal (nickel bronze top).
4. Cleanouts in concealed, aboveground cast-iron soil or waste lines: Zurn Z-1440A, or equal, with ABS plastic plug.
5. Cleanouts in walls: Zurn Z-1441 or Z-1443, or equal, with stainless steel cover. Provide long sweep elbow or combination wye at connection to riser and install with surface of cleanout within ½ inch of front face of finished wall.

    a. Where space does not permit the above installation, provide Zurn Z-1446, or equal, with stainless steel access cover, and vandal resistant screw.
    b. Install face of cleanout plug within 1/2 inch of front face of finished wall.

B. Floor Drains:

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1. Manufacturers: Drawing schedules indicate Basis of Design products. Subject to compliance with requirements, provide product indicated on Drawings, or comparable product by one of the following, or equal:

    a. J.R. Smith.
    b. MIFAB.
    c. Watts.
    d. Zurn.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions under which plumbing piping systems are to be installed. Do not proceed with Work until unsatisfactory conditions have been corrected in manner acceptable to Contractor.

B. Make all arrangements for the utilities required. Pay all costs involved in obtaining the services including gas service and meter, water meter, pressure reducing valve, access boxes, street work. Connect to site utilities. Verify the location of all services. No extra cost will be allowed if services are not as shown.

C. Determine sanitary sewer and storm drain location and elevation at all points of connection before installing any piping. Notify Architect immediately if indicated grades cannot be maintained.

D. At time of final connection, and prior to opening valve to allow pressurization of water and gas piping from existing systems, on site or off site, perform a pressure test to indicate static pressure of existing systems. If pressure on water piping is greater than 80 psi, or gas pressure is not as indicated on Contract Documents, inform Architect immediately. Do not allow piping systems to be pressurized without written consent of the Architect.

3.2 INSTALLATION OF WATER PIPING

A. Run all water piping generally level, free of traps or unnecessary bends, arranged to conform to the building requirements, and to suit clearance for other mechanical work such as ducts, flues, conduits, and other work. No piping shall be installed so as to cause unusual noise from the flow of water therein under normal conditions.

B. Provide manufactured water hammer arrestors, sized and installed in accordance with Plumbing and Drainage Institute Standard PDI WH201.

    1. Locate water hammer arrestors at every plumbing fixture, or, where fixtures are located in groups, at every group of fixtures, and as indicated on Drawings.
    2. Install water hammer arresters above accessible ceilings, or install access doors for service.

C. Install piping on room side of building insulation.

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D. Check final location of rubber rings within couplings on PVC water piping with gauge or as recommended by manufacturer. Make connection to valves with cast iron adapters connected to water pipe with cast iron couplings. Furnish and install anchors or thrust blocks.

3.3 INSTALLATION OF SANITARY AND STORM DRAINAGE SYSTEMS

A. Sewer Piping: Run all horizontal sanitary drain piping inside of building on a uniform grade of not less than 1/4 inch per foot unless otherwise noted or later approved. Unless otherwise noted on the plans, piping shall have invert elevations as shown and slope uniformly between given elevations.

B. Run all drainage piping as straight as possible and provide easy bends with long turns; make all offsets at an angle of 45 degrees or less.

C. Grade all vent piping so as to free itself quickly of any water condensation.

D. Where possible, join groups of vent risers together with one enlarged outlet through roof. Maintain minimum of 10 foot horizontal or 3 foot vertical clearance from air intakes.

E. Hubless Cast Iron Joints: Comply with coupling manufacturer's installation instructions.

3.4 PIPE JOINTS AND CONNECTIONS

A. General:

1. Cutting: Cut pipe and tubing square, remove rough edges or burrs. Bevel plain ends of steel pipe.
2. Remove scale, slag, dirt and debris from inside and outside of pipe before assembly.
3. Boss or saddle type fittings or mechanically extracted tube joints will not be allowed.

B. Threaded Pipe: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply thread compound to external pipe threads: Rectorseal No. 5, Permatex No. 1, or equal.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.

C. Flanged Joints: Select appropriate asbestos-free, nonmetallic gasket material in size, type, and thickness suitable for domestic water service. Join flanges with gasket and bolts according to ASME B31.9.

D. Copper Pipe and Tubing (Except pneumatic control piping): All joints shall be brazed according to ASME Section IX, Welding and Brazing Qualifications, except domestic water piping 1-1/4 inches and smaller when not buried in the ground or concrete and type DWV plumbing piping may be soldered.

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1. Soldered joints: Apply water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B 828.

E. Cast Iron Soil Pipe:

1. No-Hub fittings shall be made with a torque wrench.
2. Hub joints shall be with Ty-Seal couplings.
3. Wrought iron, steel, or copper pipe shall have a ring or part of a coupling screwed on to form a spigot end if caulked into a joint.
4. Connect cast iron sewer piping to outside service pipe with cast iron or vitrified LOP reducers or increasers as required. Caulking of smaller pipe into the larger without a reducer or increaser will not be permitted.

F. Flexible Connections:

1. Furnish and install Thermo Tech., Inc. F/J/R, Metraflex, or equal, flexible couplings with limiter bolts on piping connections to all equipment mounted on anti-vibration bases, on each connection to each base mounted pump and where shown. Couplings shall be suitable for pressure and type of service.
2. Anchor piping securely on the system side of each flexible connection.

3.5 INSTALLATION OF VALVES

A. Install valves as indicated on Drawings and in the following locations:

1. Shutoff Valves: Install on inlet of each plumbing equipment item, and on inlet of each plumbing fixture, and elsewhere as indicated.
2. Drain Valves: Install on each plumbing equipment item located to completely drain equipment for service or repair. Install at base of each riser, at base of each rise or drop in piping system, and elsewhere indicated or required to completely drain potable water system.
3. Provide gate or globe valves on inlet and outlet of each water heater or pump.

B. General:

1. Valves shall be full line size unless indicated otherwise on Drawings.
2. Install horizontal valves with valve stem above horizontal, except butterfly valves.
3. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
4. Locate valves for easy access and provide separate support where necessary.
5. Install valves in position to allow full stem movement.
6. Install exposed polished or enameled connections with special care showing no tool marks or exposed threads.
7. Butterfly valves conforming to the paragraph “Butterfly Valves” may be used in lieu of gate or globe valves for locations above grade.
8. Ball valves conforming to the paragraph “Ball Valves” may be used in lieu of gate valves for locations above grade for services 2-1/2 inches and smaller.
9. Valves 2-1/2 inches and smaller (except ball valves) in nonferrous water piping systems may be solder joint type with bronze body and trim.

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10. Rigidly fasten hose bibbs, hydrants, fixture stops, compressed air outlets, and similar items to the building construction.

C. Valve Adjustment: Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

3.6 INSTALLATION OF CLEANOUTS

A. Cleanouts: Install in piping as indicated, as required by California Plumbing Code, at each change in direction of piping greater than 45 degrees. Install at maximum intervals of 50 feet for piping 4 inches and smaller and 100 feet for larger piping inside buildings, and at base of each conductor.

B. Flashing Flanges: Install flashing flange and clamping device with each cleanout passing through water resistant membrane.

3.7 INSTALLATION OF FLOOR DRAINS AND FLOOR SINKS

A. Install drains in accordance with manufacturer's written instructions and in locations indicated. Install floor drains with lip of drain slightly below finished floor to ensure drainage. Install floor sinks flush with finished floor. Coordinate with other trades to ensure that floor slopes to drain. Provide flashing flange and clamping device with each drain passing through water resistant membrane.

B. Install vented P-trap below each drain. Where trap primers are indicated, install trap primer connection in the P-trap.

3.8 TRAP PRIMER INSTALLATION

A. Install as indicated in manufacturers printed literature, with 1/2 inch, Type L, hard copper piping to trap primer connection on floor drains and floor sinks where indicated on Drawings. At Contractor’s option, Type K annealed copper tubing without joints may be used be used below slab only. See Section 22 00 50 for pipe protection requirements for below slab copper piping/tubing.

B. Install trap primer piping with 1/4 inch per foot slope, to insure that the line will drain fully to the floor drain or floor sink.

1. Provide ball valve to the inlet at each trap primer location.

C. Install trap primer and distribution unit exactly as called for in manufacturers printed installation instructions. Connect to domestic water piping from the top of the water line, in order to prevent foreign material from entering directly into primer assembly.

D. Mount trap primer in wall, in sheet metal box, with Karp or equal access door. Size access door and box to suit valve operation, and solder all seams of box. Seal all penetrations to box with non-hardening waterproof sealant. Provide locking door where installed in occupied spaces.

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E. Where one trap primer will be used for more than one trap, provide a distribution unit with feeder piping for a maximum of four traps sized for equal pressure drop to each trap.

3.9 EQUIPMENT CONNECTIONS

A. Piping Runouts to Fixtures: Provide hot and cold water piping runouts to fixtures of sizes indicated.

B. Mechanical Equipment Connections: Connect hot and cold water piping system and gas piping system to mechanical equipment as indicated, and provide with shutoff valve and union for each connection.

3.10 DOMESTIC WATER SYSTEM STERILIZATION

A. Clean and disinfect new or altered hot and cold water piping connected to domestic water systems using methods prescribed by the Health Authority. If the Health Authority does not prescribe methods, clean and disinfect new or altered hot and cold water piping using methods given in the California Plumbing Code.

1. A water treatment company that has a current state EPA license to apply disinfectant chlorine in potable water shall perform the procedure.

3.11 CARE AND CLEANING

A. Repair or replace broken, damaged, or otherwise defective parts, materials, and work. Leave entire work in condition satisfactory to Architect. At completion, carefully clean and adjust equipment, fixtures, and trim that are installed as part of this work. Remove labels from stainless steel sinks, except 316 stainless steel sink labels should be retained to confirm that the correct material has been provided. Leave systems and equipment in satisfactory operating condition.

3.12 OPERATIONAL TESTS

A. Test each piece of equipment to show that it will operate in accordance with indicated requirements.

3.13 TESTING AND BALANCING

A. See Section 23 05 93 of Specifications for testing and balancing requirements.

3.14 CLEANING UP

A. Upon completion of Work remove materials, equipment, apparatus, tools, and the like, and leave premises clean, neat, and orderly.

END OF SECTION 22 10 00

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SECTION 22 40 00 - PLUMBING FIXTURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Water supplies and stops.
2. Plumbing fixture hangers and supports.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Section 22 00 50 Basic Plumbing Materials and Methods.

1.3 ACTION SUBMITTALS

A. For additional requirements, refer to Section 22 00 50, Basic Plumbing Materials and Methods.

B. Product Data: Submit manufacturer's specifications for plumbing fixtures and trim, including catalog cut of each fixture type and trim item furnished.

1.4 INFORMATIONAL SUBMITTALS

A. Refer to Section 22 00 50, Basic Plumbing Materials and Methods.

1.5 CLOSEOUT SUBMITTALS

A. For additional requirements, refer to Section 22 00 50, Basic Plumbing Materials and Methods.

B. Maintenance Data: Submit maintenance data and parts lists for each fixture type and trim item, including instructions for care of finishes. Include this data in Operation and Maintenance Manual.

1.6 QUALITY ASSURANCE

A. For additional requirements, refer to Section 22 00 50, Basic Plumbing Materials and Methods.

B. Plumbing Fixture Standards: Comply with applicable portions of the following codes and requirements for all work in this Section:

1. California Building Code – CBC
2. California Plumbing Code – CPC
3. California Health and Safety Code

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4. American National Standards Institute - ANSI
5. Federal Standards - F.S.
6. National Sanitary Foundation – NSF International

C. ANSI Standards: Comply with ANSI/NSF 61, “Drinking Water System Components – Health Effects.”

D. PDI Compliance: Comply with standards established by Plumbing and Drainage Institute pertaining to plumbing fixture supports.

E. Americans with Disabilities Act (ADA).

F. California Green Building Standards Code Requirements:
1. Single Showerheads shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Showerheads.

PART 2 - PRODUCTS

2.1 PLUMBING FIXTURES

A. General: Provide factory fabricated fixtures of type, style and material indicated. For each type fixture, provide fixture manufacturer's standard trim, carrier, seats, and valves as indicated by their published product information; either as designed and constructed, or as recommended by the manufacturer, and as required for a complete, installation. Where more than one type is dedicated, selection is Contractor's option; but, all fixtures of same type must be furnished by single manufacturer.

1. Take special care with the roughing-in and finished plumbing where batteries of fixtures occur.
2. Take location and mounting heights for roughing-in from Architectural Drawings.
3. Follow schedule on Plumbing Drawings for roughing-in connections. Set roughing-in for all fixtures exactly as per measurements furnished by the manufacturers of the fixtures used.
4. Roughing-in for lavatories and sinks shall be brought in through the wall under the centerline of the drain from the fixture wherever possible and as close to the fixture as possible.

2.2 MATERIALS

A. Provide materials that have been selected for their surface flatness and smoothness. Exposed surfaces that exhibit pitting, seam marks, roller marks, foundry sand holes, stains, discoloration, or other surface imperfections on finished units are not acceptable.

B. Where fittings, trim and accessories are exposed or semi-exposed, provide, chromium plated 17 gauge seamless brass and match faucets and fittings. Provide 17 gauge seamless copper or brass where not exposed.

C. Handles on all faucets and stops shall be all metal chromium plated.

D. NSF Standard: Comply with NSF 61 and NSF 372 for supply-fitting materials that will be in contact with potable water.

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2.3 PLUMBING FITTINGS, TRIM AND ACCESSORIES

A. Water Outlets: At locations where water is supplied (by manual, automatic or remote control), provide commercial quality faucets, valves, or dispensing devices, of type and size indicated, and as required to operate as indicated.

1. Include manual shutoff valves and connecting stem pipes to permit outlet servicing without shut-down of water supply piping systems.

B. P-Traps: Include IAPMO approved removable P-traps where drains are indicated for direct connection to drainage system. P-Traps shall be less trap screw cleanout, and incorporate a chrome plated cast brass body, brass connection nuts, 17 gauge seamless brass wall return and chrome plated wall escutcheon to match trap finish.

C. Carriers: Provide cast iron supports for fixtures of graphitic gray iron, ductile iron, or malleable iron as indicated. Where the carrier for wall mounted water closets are installed more than 6 inches behind the finished wall, provide water closet support for wide pipe chase.

D. Fixture Bolt Caps: Provide manufacturer's standard exposed fixture bolt caps finished to match fixture finish.

E. Escutcheons: Where fixture supplies and drains penetrate walls in exposed location, provide chrome-plated cast brass escutcheons with setscrews.

F. Aerators: Provide aerators of types approved by Health Departments having jurisdiction. Delete aerators where not allowed by CPC for health care occupancies.

G. Comply with additional fixture requirements contained in Fixture Schedule shown on the drawings.

2.4 MANUFACTURERS

A. In accordance with California Plumbing Code, provide indelibly marked or embossed manufacturers name or logo, arranged so as to be visible after installation.

B. Manufacturers: Drawing schedules indicate Basis of Design products. Subject to compliance with requirements, provide product indicated on Drawings, or comparable product by one of the following:

1. Vitrified China Plumbing Fixtures:

a. American Standard, U.S. Plumbing Products.
b. Eljer Plumbingware Div., Wallace-Murray Corp.
c. Kohler Co.
d. VitrA.

2. Plumbing Trim:

a. McGuire Manufacturing Co., Inc.
b. Delta Commercial.
c. Chicago Faucet Co.

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d. T&S Brass and Bronze Works, Inc.

3. Flush Valves:

a. Sloan Valve Co.
b. Zurn Industries, Hydromechanics Div.
c. Toto USA, Inc.

4. Faucets:

a. Chicago Faucet Co.
b. Symmons Scott.
c. T&S Brass and Bronze Works, Inc.
d. Delta Commercial.

5. Fixture Seats:

a. Church Seat Co.
b. Bemis Mfg. Co.
c. Beneke Corp.

6. Service Sinks:

a. American Standard.
b. Kohler Co.
c. Williams Serviceptor.
d. Florestone.
e. Acorn.

7. Stainless Steel Sinks:

a. Elkay Mfg. Co.
b. Just Mfg. Co.
c. Haws Corporation.

8. Showers:

a. Acorn.
b. Bradley.
c. Symmons.
d. Powers.

9. Fixture Carriers:

a. Josam Mfg. Co.
b. J. R. Smith.
c. Tyler Pipe; Wade Div.
d. Zurn Industries; Hydromechanics Div.
e. Mifab, Inc.

2.5 FLUSH VALVE REQUIREMENTS

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A. Electronic flush valves where required and specified shall be non-hold open type with exposed parts chrome plated. Conform to all codes and manufacturers' recommendations. All diaphragms are to have multiple filtered by pass and be chloramine and resistant synthetic rubber with rubber and internal components suitable for 180 degree hot water to 150 pounds pressure, plastic or leather diaphragm not acceptable. All flush valve solenoids and sensors shall be UL listed.

2.6 FIXTURE CONNECTIONS

A. Make connection between fixtures and flanges on soil pipe absolutely gastight and watertight with neoprene type gaskets (wall hung fixtures) or bowl wax (floor outlet fixtures). Rubber gaskets or putty will not be permitted.

B. Provide fixtures not having integral traps with P-traps of chromium-plated 17 gauge cast brass, with 17 gauge seamless brass wall return, connected to concealed waste in wall and sanitary fittings. Provide IAPMO approval for trap, and provide less trap screw cleanout.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following, or equal:

a. Dearborn Brass, Commercial series with brass nuts.
b. Delta Commercial.
c. McGuire Manufacturing Co., Inc.

C. Connections from stacks or horizontal wastes to wall or floor finish for wastes from lavatories, urinals, sinks, and drinking fountains and connection between floor drains and traps shall be IPS 85 percent red brass pipe.

D. Unions on waste pipes on fixture side of traps may be slip or flange joints with soft rubber or lead gaskets. Traps shall rough in full size to waste and vent connection, using deep escutcheon plate to cover wall penetration. Compression adaptor extensions or sweat adaptors are not acceptable.

2.7 WATER SUPPLIES AND STOPS

A. Provide 85 percent IPS threaded red brass nipple, conforming to the lead-free requirements of California Health and Safety Code Section 116875, securely anchored to building construction, for each connection to stops, hose bibbs, etc. Each fixture, except hose bibbs, shall have stop valves installed on water supply lines.

B. Provide water supplies to fixtures with compression shut-off stops with threaded inlets and lock shield-loose key handles. Provide combination fixtures with compression stop and threaded inlet on each water supply fitting. Provide lock shield-loose key handle for each stop.

C. Provide 1/2 inch riser tubes with reducing coupling for fixtures, unless otherwise noted.

D. Provide cast brass escutcheon.

E. Furnish shut-off valves on hose bibbs where directly connected to mains with no intervening valves.

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F. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following, or equal:

1. McGuire Manufacturing Company, Inc., model LFH2167LK.
2. T & S Brass and Bronze Works, Inc., model B-1305.

2.8 PLUMBING FIXTURE HANGERS AND SUPPORTS

A. Floor-affixed supports for off-the-floor plumbing fixtures shall comply with ASME A112.6.1M.

B. Residential type fixture supports are not acceptable.

C. Install wall mounted water closets with combination support and waste fittings, with feet of support securely anchored to floor.

D. Install floor mounted water closets with J.R. Smith, Zurn, or equal government pattern cast iron closet flanges with brass bolts, nuts, washers, and porcelain caps secured with Spackle.

E. Install the following fixtures on concealed support with feet of support securely anchored to floor. Anchor top of support to wall construction in an approved manner.

1. Wall hung lavatories.
2. Wall mounted urinals.

2.9 PLUMBING FIXTURES

A. Install all plumbing fixtures at height indicated on Architectural Drawings. Where mounting height is not indicated, install at height required by Code.

B. Special Requirements For Accessible Fixtures:

1. Operating handle or valve for accessible water closets, urinals, lavatories, and sinks shall operate with less than 5 pounds force. Metering faucets shall be adjusted to operate between 10 and 15 seconds.
2. Insulate exposed waste piping and domestic water supplies below accessible fixtures with CBC access code compliant molded “closed-cell” vinyl covers. Covers shall be installed using vandal resistant fasteners and must be removable. Covers shall meet flame spread rating not to exceed 25 and smoke density not to exceed 50 when tested in accordance with ASTM E-84, and shall comply with the requirements of California Code of Regulations, Title 24. Plumberex – Handy Shield, Johns Manville – Zeston 2000, or equal.

PART 3 - EXECUTION

3.1 PRODUCT HANDLING AND PROTECTION

A. Deliver packaged materials in their original, unopened wrapping with labels intact. Protect materials from water, the elements and other damage during delivery, storage and handling.

3.2 PREPARATORY PROVISIONS

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A. The Contractor is responsible for the examination and acceptance of all conditions affecting the proper construction and/or installation of the Work of this Section. Do not proceed until all unsatisfactory conditions have been corrected. Commencing work will be construed as acceptance of all conditions by the Contractor as satisfactory for the construction and/or installation of the Work.

3.3 INSPECTION AND PREPARATION

A. Examine roughing-in work of domestic water and waste piping systems to verify actual locations of piping connections prior to installing fixtures. Also examine floors and substrates, and conditions under which fixture work is to be accomplished. Correct any incorrect locations of piping, and other unsatisfactory conditions for installation of plumbing fixtures. Do not proceed with work until unsatisfactory conditions have been corrected.

B. Install plumbing fixtures of types indicated where shown and at indicated heights; in accordance with fixture manufacturer's written instructions, roughing-in drawings. Ensure that plumbing fixtures comply with requirements and serve intended purposes. Comply with applicable requirements of the National Standard Plumbing Code pertaining to installation of plumbing fixtures.

C. Fasten plumbing fixtures securely to supports or building structure; and ensure that fixtures are level and plumb. Secure plumbing supplies to blocking behind or within wall construction so as to be rigid, and not subject to pull or push movement.

D. Install CBC accessible fixtures in accordance with Chapter 4 California Plumbing Code, and Chapters 11A and 11B California Building Code.

E. Refer to Division 26 for wiring for electronic flush valves.

3.4 FAUCET INSTALLATION

A. Provide 85 percent IPS red brass pipe, conforming to lead-free requirements of California Health and Safety Code Section 116875, securely anchored to building construction, for each connection to faucets, stops, hose bibbs, etc. Each fixture, except hose bibbs, shall have a stop valve installed on water supply lines to permit repairs without shutting off water mains.

B. Adjust metering faucets to run for 10 to 15 seconds.

3.5 CLEAN AND PROTECT

A. Clean plumbing fixtures of dirt and debris upon completion of installation.

B. Protect installed fixtures from damage during the remainder of the construction period.

C. Grout voids between all fixtures and adjacent surfaces with white Dow Silicone Sealant arranged to shed water.

3.6 FIELD QUALITY CONTROL

A. Upon completion of installation of plumbing fixtures and after units are water pressurized, test fixtures to demonstrate capability and compliance with requirements. When possible, correct

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malfunctioning units at site, then retest to demonstrate compliance; otherwise, remove and replace with new units and proceed with retesting.

3.7 EXTRA STOCK

A. General: Furnish special wrenches and other devices necessary for servicing plumbing fixtures and trim to Owner with receipt. Furnish one device for every ten units.

END OF SECTION 22 40 00

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SECTION 22 50 00 – PLUMBING EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. SECTION INCLUDES

1. Commercial electric water heaters.
2. Expansion tanks.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Section 22 00 50 Basic Plumbing Materials and Methods.

1.3 ACTION SUBMITTALS

A. For additional requirements, refer to Section 22 00 50, Basic Plumbing Materials and Methods.

B. Product Data: Submit manufacturer's plumbing equipment specifications, installation and start-up instructions, capacity and ratings, with selection points clearly indicated.

1.4 INFORMATIONAL SUBMITTALS

A. For additional requirements, refer to Section 22 00 50, Basic Plumbing Materials and Methods.

1.5 CLOSEOUT SUBMITTALS

A. For additional requirements, refer to Section 22 00 50, Basic Plumbing Materials and Methods.

B. Maintenance Data: Submit maintenance data and parts lists for each item of plumbing equipment. Include "trouble-shooting" maintenance guides. Include this data in Operation and Maintenance Manual.

1.6 QUALITY ASSURANCE

A. For additional requirements, refer to Section 22 00 50, Basic Plumbing Materials and Methods.

B. Trade names or catalog numbers stated herein indicates grade or quality of materials desired.

C. Dimensions, sizes, and capacities shown are minimum and shall not be changed without permission of Architect.

D. UL and NEMA Compliance: Provide electric motors and electrical components required as part of plumbing equipment, which have been listed and labeled by Underwriters Laboratories and comply with NEMA standards.

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E. Pump types and sizes regulated by the US Department of Energy's "Energy Conservation Standards for Pumps" 10 CRF Parts 429 and 431 shall be marked with a compliant PEI_{CL} or PEI_{VL} (Pump Energy Index, constant or variable load) value, basic model number, and RPM on the nameplate. Regulated pumps shall be listed in the Hydraulic Institute (HI) Energy Rating database (er.pumps.org) and be assigned an Energy Rating as defined in the HI 40.5 program guide.

F. CEC Compliance: Comply with California Electrical Code (Title 24, Part 3) as applicable to installation and electrical connections of ancillary electrical components of plumbing equipment.

G. ASME Relief Valve Stamps: Provide water heaters with safety relief valves bearing ASME valve markings.

H. California Energy Commission Compliance: Provide written confirmation of listing of all water heaters in the "Appliance Efficiency Database."

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver packaged materials in their original, unopened wrapping with labels intact. Protect materials from water, the elements and other damage during delivery, storage and handling.

1.8 WARRANTY

1. Commercial Electric Water Heaters: Three-year minimum limited warranty on tank leakage.

PART 2 - PRODUCTS

2.1 MATERIALS

A. NSF Compliance: Fabricate and label equipment components that will be in contact with potable water to comply with NSF 61 and NSF 372.

B. Insulation products, including insulation, insulation facings, jackets, adhesives, sealants and coatings shall not contain polybrominated diphenyl ethers (PBDEs) in penta, octa, or deca formulations in amounts greater than 0.1 percent (by mass).

2.2 COMMERCIAL ELECTRIC WATER HEATERS

A. General: Provide commercial electric water heaters of size, capacity, and electrical characteristics indicated on Drawings. Comply with ASHRAE 90.1 for energy efficiency. Provide UL listing. Relief valve dip tube shall extend to within 3 inches of tank.

B. Heater: Working pressure of 150 psi, magnesium anode rod; glass lining on internal surfaces exposed to water.

C. Heating Elements: Heavy-duty, medium watt density, with incoloy sheath or zinc plated copper, thermostat stepped through magnetic contactor.

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D. Safety Controls: Double-pole, manual-reset, high-limit, probe type electric water low water cutoff; both factory wired.

E. Jacket: Equip with full size control compartments with front panel opening. Insulate tank with vermin resistant polyurethane or glass fiber insulation. Provide outer steel jacket with bonderized undercoat and baked enamel finish.

F. Provide the following accessories:

1. Brass drain valve.
2. 3/4 inch temperature and pressure relief valve.
3. Thermometer.

G. Provide equal flow manifold for piping entering and leaving the water heaters. Manifold shall be provided as a standard option for the heaters proposed.

H. Controls: Adjustable immersion thermostat or surface mounted therm-o-disc; power circuit fusing.

I. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following, or equal:

1. Bradford White Corporation.
2. Lochinvar Corporation.
3. PVI Industries, LLC.
4. Rheem Manufacturing Company.
5. Smith, A.O. Water Products Co.; a division of A.O. Smith Corporation.

2.3 EXPANSION TANKS

A. Provide thermal expansion tanks of size and number as indicated on Drawings, conforming to lead-free requirements of California Health and Safety Code Section 116875. Construct tank of welded steel for working pressure of 125 psi. Provide specially compounded flexible diaphragm securely sealed into tank to permanently separate air charge from system water, to maintain design expansion capacity.

1. Tanks shall be IAPMO approved and listed for use with domestic water systems.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following, or equal:

1. Amtrol, Inc.
2. A.O. Smith Water Products Company.
3. Watts Water Technologies, Inc.

PART 3 - EXECUTION

3.1 EXAMINATION

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A. The Contractor shall be responsible for the examination and acceptance of all conditions affecting the proper construction and/or installation of the Work of this Section and shall not proceed until all unsatisfactory conditions have been corrected. Commencing work shall be construed as acceptance of all conditions by the Contractor as satisfactory for the construction and/or installation of the Work.

3.2 ELECTRIC WATER HEATER INSTALLATION

A. Install electric water heaters as indicated, in accordance with manufacturer's installation instructions and in compliance with applicable codes.

B. Furnish wiring diagram to Electrical Installer. Refer to Division 26 for wiring of units, not work of this section.

C. Connect to hot and cold water lines with shutoff valve, check valve, and dielectric union in the cold water line, and ASME standard pressure and temperature relief valve and dielectric union in the hot water line. Connect drain and relief piping as noted on Drawings.

D. Start-up, test, and adjust electric water heaters in accordance with manufacturer's start-up instructions. Check and calibrate controls.

E. After installation has been completed, seal bottom of heaters without feet to floor with silicone sealer.

3.3 DEMONSTRATION AND TRAINING

A. Provide a minimum of hours of training and orientation of Owners staff in proper care and operation of Plumbing Equipment.

3.4 CARE AND CLEANING

A. Repair or replace broken, damaged, or otherwise defective parts, materials, and work. Leave entire work in condition satisfactory to Architect. At completion, carefully clean and adjust equipment, fixtures, and trim that are installed as part of this work. Leave systems and equipment in satisfactory operating condition.

3.5 OPERATIONAL TESTS

A. Test each piece of equipment to show that it will operate in accordance with indicated requirements.

3.6 CLEANING UP

A. Upon completion of Work remove materials, equipment, apparatus, tools, and the like, and leave premises clean, neat, and orderly.

END OF SECTION 22 50 00

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SECTION 23 00 50 - BASIC HVAC MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. This Section is a part of each Division 23 Section.

1.2 ADDITIONAL REQUIREMENTS

A. Furnish and install incidental work not shown or specified necessary to provide a complete and workable system.

B. Make all temporary connections required to maintain services, including adequate heat and cooling, during the course of the Contract without additional cost to Owner. Notify Owner seven days in advance before disrupting services.

C. Provide for adjustments or modifications to fan and motor sheaves, belts, damper linkages, and other components as required to achieve specified air balance at no additional cost to Owner.

1.3 REFERENCES AND STANDARDS

A. Where material or equipment is specified to conform to referenced standards, it shall be assumed that the most recent edition of the standard in effect at the time of bid shall be used.

1. AABC - Associated Air Balance Council
2. AFBMA - Anti Friction Bearing Manufacturer's Association
3. AMCA - Air Moving and Control Association Inc.
    a. Standard 210 - Laboratory Methods of Testing Fans
4. ANSI - American National Standards Institute
5. ARI - Air-Conditioning and Refrigeration Institute
6. ASHRAE - American Society of Heating, Refrigerating and Air Conditioning Engineers
7. ASME - American Society of Mechanical Engineers
8. ASTM - American Society for Testing and Materials
9. CCR - California Code of Regulations
    a. Title 8 - Division of Industrial Safety, Subchapter 7; General Industry Safety Orders, Articles 31 through 36
10. CSA – Canadian Standards Association International
11. CSFM - California State Fire Marshal
12. NCPWB - National Certified Pipe Welding Bureau
13. NIST - National Institute of Standards and Technology
14. NEMA - National Electrical Manufacturers' Association
15. NFPA - National Fire Protection Association

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16. OSHA - Occupational Safety and Health Act
17. SMACNA - Duct Manuals
18. UL - Underwriters' Laboratories, Inc.

B. Requirements of Regulatory Agencies:

1. The publications listed below form part of this specification; comply with provisions of these publications except as otherwise shown or specified.
   a. California Building Code, 2019.
   b. California Electrical Code, 2019.
   c. California Energy Code, 2019.
   d. California Fire Code, 2019.
   e. California Green Building Standards Code, 2019.
   f. California Mechanical Code, 2019.
   g. California Plumbing Code, 2019.
   h. California Code of Regulations, Title 24.
   i. California Health and Safety Code.
   j. CAL-OSHA.
   k. California State Fire Marshal, Title 19 CCR.
   l. National Fire Protection Association.
   m. Occupational Safety and Health Administration.
   n. Other applicable state laws.

2. Nothing in Drawings or specifications shall be construed to permit work not conforming to these codes, or to requirements of authorities having jurisdiction. It is not the intent of Drawings or specifications to repeat requirements of codes except where necessary for clarity.

1.4 DRAWINGS

A. Examine Drawings prior to bidding of work and report discrepancies in writing to Architect.

B. Drawings showing location of equipment and materials are diagrammatic and job conditions will not always permit installation in location shown. The HVAC Drawings show general arrangement of equipment and materials, etc., and shall be followed as closely as existing conditions, actual building construction, and work of other trades permit.

1. Architectural and Structural Drawings shall be considered part of the Work. These Drawings furnish Contractor with information relating to design and construction of the Project. Architectural Drawings take precedence over HVAC Drawings.
2. Because of the small scale of HVAC Drawings, not all offsets, fittings, and accessories required are shown. Investigate structural and finish conditions affecting the Work and arrange Work accordingly. Provide offsets, fittings, and accessories required to meet conditions. Inform Architect immediately when job conditions do not permit installation of equipment and materials in the locations shown. Obtain the Architects approval prior to relocation of equipment and materials.
3. Relocate equipment and materials installed without prior approval of the Architect. Remove and relocate equipment and materials at Contactors' expense upon Architects' direction.

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4. Minor changes in locations of equipment, piping, ducts, etc., from locations shown shall be made when directed by the Architect at no additional cost to the Owner providing such change is ordered before such items of work, or work directly connected to same are installed and providing no additional material is required.

C. Execute work mentioned in the Specifications and not shown on the Drawings, or vice versa, the same as if specifically mentioned or shown in both.

1.5 FEES AND PERMITS

A. Obtain and pay for permits and service required in installation of the Work. Arrange for required inspections and secure approvals from authorities having jurisdiction. Comply with requirements of Division 01.

B. Arrange for utility connections and pay charges incurred, including excess service charges.

C. Coordination:

1. General:

a. Coordinate HVAC Work with trades covered in other Specifications Sections to provide a complete, operable and sanitary installation of the highest quality workmanship.

2. Mechanical Coordination:
a. Coordinate with other trades equipment locations, pipe, duct and conduit runs, electrical outlets and fixtures, air inlets and outlets, and structural and architectural features. Provide information on location of piping and seismic bracing to other trades as required for a completely coordinated project.

1.6 SUBMITTALS - GENERAL

A. Refer to Division 01 Submittals Section(s) for additional requirements.

B. Submittal packages may be submitted via email as PDF electronic files, or as printed packages. PDFs shall be legible at actual size (100 percent). Provide seven copies of printed submittal packages.

C. Provide submittal of materials proposed for use as part of this Project. Product names in Specifications and on Drawings are used as standards of quality. Furnish standard items on specified equipment at no extra cost to the Contract regardless of disposition of submittal data. Other materials or methods shall not be used unless approved in writing by Architect. Architect's review will be required even though "or equal" or synonymous terms are used.

1. Partial or incomplete submittals will not be considered.
2. Quantities are Contractor's responsibility and will not be reviewed.
3. Provide materials of the same brand or manufacturer for each class of equipment or material.
4. Identify each item by manufacturer, brand, trade name, number, size, rating, or other data necessary to properly identify and review materials and equipment. Words "as specified" are not sufficient identification.

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5. Identify each submittal item by reference to items' Specification Section number and paragraph, by Drawing and detail number, and by unit tag number.
6. Organize submittals in same sequence as in Specification Sections.
7. Show physical arrangement, construction details, finishes, materials used in fabrications, provisions for piping entrance, access requirements for installation and maintenance, physical size, mechanical characteristics, foundation and support details, and weight.

    a. Submit Shop Drawings, performance curves, and other pertinent data, showing size and capacity of proposed materials.
    b. Specifically indicate, by drawn detail or note, that equipment complies with each specifically stated requirement of Contract Documents.
    c. Drawings shall be drawn to scale and dimensioned (except schematic diagrams). Drawings may be prepared by vendor but must be submitted as instruments of Contractor, thoroughly checked and signed by Contractor before submission to Architect for review.
    d. Catalog cuts and published material may be included with supplemental scaled drawings.

D. Review of submittals will be only for general conformance with design concept and general compliance with information given in Contract Documents. Review will not include quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with work of other trades, or construction safety precautions, which are sole responsibility of Contractor. Review of a component of an assembly does not indicate acceptance of an assembly. Deviations from Contract Documents not clearly identified by Contractor are Contractor's responsibility and will not be reviewed by Architect.

E. Within reasonable time after award of contract and in ample time to avoid delay of construction, submit to Architect shop drawings or submittals on all items of equipment and materials provided. Provide submittal as a complete package.

1. Shop drawings and submittals shall include Specification Section, Paragraph number, and Drawing unit symbol or detail number for reference. Organize submittals into booklets for each Specification section and submit in loose-leaf binders with index. Deviations from the Contract Documents shall be prominently displayed in the front of the submittal package and referenced to the applicable Contract requirement.

F. Furnish to the Project Inspector complete installation instructions on material and equipment before starting installation.

1.7 ACTION SUBMITTALS

A. Product Data: Submit manufacturer's technical product data and installation instructions for systems materials and products.

1.8 CLOSEOUT SUBMITTALS

A. Record Drawings:

1. Refer to Division 01 for additional requirements.
2. Upon completion of the Work, deliver to Architect the following:

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a. Originals of drawings showing the Work exactly as installed.
b. One complete set of reproducible drawings showing the Work exactly as installed.
c. One compact disc with complete set of drawings in PDF format showing the Work exactly as installed.
d. Provide Contractor's signature, verifying accuracy of record drawings.
e. Obtain the signature of the Inspector of Record for Record Drawings.

1.9 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of HVAC systems products, of types, materials, and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

B. Contractor's Qualifications: Firm with at least 5 years of successful installation experience on projects with HVAC systems work similar to that required for this Project.

C. Comply with applicable portions of California Mechanical Code pertaining to selection and installation of HVAC materials and products.

D. All materials and products shall be new.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Protect equipment and materials delivered to Project site from weather, humidity and temperature variations, dirt, dust and other contaminants.

1.11 FIELD CONDITIONS

A. Contractor shall visit Project site and examine existing conditions in order to become familiar with Project scope. Verify dimensions shown on Drawings at Project site. Bring discrepancies to the attention of Architect. Failure to examine Project site shall not constitute basis for claims for additional work because of lack of knowledge or location of hidden conditions that affect Project scope.

B. Information on Drawings relative to existing conditions is approximate. Deviations from Drawings necessary during progress of construction to conform to actual conditions shall be approved by the Architect and shall be made without additional cost to the Owner. The Contractor shall be held responsible for damage caused to existing services. Promptly notify the Architect if services are found which are not shown on Drawings.

1.12 WARRANTY

A. Refer to Division 01 for warranty requirements, and duration and effective date of Contractor's Standard Guarantee.

B. Repair or replace defective work, material, or part that appears within the warranty period, including damage caused by leaks.

C. On failure to comply with warranty requirements within a reasonable length of time after notification is given, Architect/Owner shall have repairs made at Contractor's expense.

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PART 2 - PRODUCTS

2.1 GENERAL

A. Materials or equipment of the same type shall be of the same brand wherever possible. All materials shall be new and in first class condition.

B. All sizes, capacities, and efficiency ratings shown are minimum.

2.2 MATERIALS

A. No material installed as part of this Work shall contain asbestos.

PART 3 - EXECUTION

3.1 EXISTING MATERIALS:

A. Remove existing equipment, piping, wiring, construction, etc., which interferes with Work of this Contract. Promptly return to service upon completion of work in the area. Replace items damaged by Contractor with new material to match existing.

B. Removed materials which will not be re-installed and which are not claimed by Owner shall become the property of Contractor and shall be removed from the Project site. Consult Owner before removing any material from the Project site. Carefully remove materials claimed by Owner to prevent damage and deliver to Owner-designated storage location.

C. Existing piping and wiring not reused and are concealed in building construction may be abandoned in place and all ends shall be capped or plugged. Remove unused piping and wiring exposed in Equipment Rooms or occupied spaces. Material shall be removed from the premises. Disconnect power, water, gas, pump or any other active energy source from piping or electrical service prior to abandoning in place.

3.2 FRAMING, CUTTING, AND PATCHING

A. Special framing, recesses, chases and backing for Work of this Section, unless otherwise specified, are covered under other Specification Sections.

B. Contractor is responsible for placement of pipe sleeves, hangers, inserts, supports, and location of openings for the Work.

C. Cutting, patching, and repairing of existing construction to permit installation of equipment, and materials is the responsibility of Contractor. Repair or replace damage to existing work with skilled mechanics for each trade.

D. Cut existing concrete construction with a concrete saw. Do not utilize pneumatic devices.

E. Core openings through existing construction for passage of new piping and conduits. Cut holes of minimum diameter to suit size of pipe and associated insulation installed. Coordinate with building structure, and obtain Structural Engineer's approval prior to coring through existing construction.

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3.3 MECHANICAL DEMOLITION

A. Refer to Division 01 Sections “Cutting and Patching” and “Selective Demolition” for general demolition requirements and procedures.

B. Disconnect, dismantle and remove mechanical systems, equipment, and components indicated to be removed. Coordinate with all other trades.
   1. Ducts to Be Removed: Remove portion of ducts indicated to be removed and cap remaining ducts with same or compatible ductwork material.
   2. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
   3. Equipment to Be Removed: Drain down and cap remaining services and remove equipment.
   4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
   5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.4 CERTIFICATES OF INSTALLATION

A. Contractor shall complete applicable “Certificates of Installation” forms contained in the California Building Energy Efficiency Standards and submit to the authorities having jurisdiction for approval and issuance of final occupancy permit, as described in the California Energy Code.

3.5 ACCEPTANCE REQUIREMENTS

A. Contractor shall complete the applicable Acceptance Requirements for Code Compliance contained in the California Building Energy Efficiency Standards. Refer to T-24 compliance forms on Drawings for systems having Acceptance testing requirements. Contractor shall perform Acceptance tests and complete the appropriate “Certificates of Acceptance.” Submit certificates to the authorities having jurisdiction for approval and issuance of final occupancy permit. Contractor shall engage certified HERS Rater to verify duct leakage rate for duct systems indicated on T-24 compliance forms on Drawings as requiring duct leakage rate testing. For additional duct leak testing requirements, refer to Section 238000, “Heating, Ventilating, and Air Conditioning,” Article, “Ductwork Sealing and Leak Testing.”

END OF SECTION 23 00 50

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SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Balancing Air Systems:

a. Constant-volume air systems.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 REFERENCES AND STANDARDS

A. Associated Air Balance Council (AABC)

1. National Standards for Total System Balance, latest edition.

B. National Environmental Balancing Bureau (NEBB)

1. Procedural Standards for Testing and Balancing of Environmental Systems, latest edition.

1.4 DEFINITIONS

A. The intent of this Section is to use the standards pertaining to the TAB specialist engaged to perform the Work of this Contract, with additional requirements specified in this Section. Contract requirements take precedence over corresponding AABC or NEBB standards requirements. Differences in terminology between the Specifications and the specified TAB organization standards do not relieve the TAB entity engaged to perform the Work of this Contract of responsibility from completing the Work as described in the Specifications.

B. Similar Terms: The following table is provided for clarification only:

Similar Terms		
Contract Term	AABC Term	NEBB Term
TAB Specialist	TAB Agency	NEBB Certified Firm
TAB Standard	National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems	Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems

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TAB Field Supervisor	Test and Balance Engineer	Test and Balance Supervisor

C. AABC: Associated Air Balance Council.

D. NEBB: National Environmental Balancing Bureau.

E. TAB: Testing, adjusting, and balancing.

F. TAB Organization: Body governing practices of TAB Specialists.

G. TAB Specialist: An entity engaged to perform TAB Work.

1.5 ACTION SUBMITTALS

A. For additional requirements, refer to Section 23 00 50, Basic HVAC Materials and Methods.

1.6 INFORMATIONAL SUBMITTALS

A. For additional requirements, refer to Section 23 00 50, Basic HVAC Materials and Methods.

B. Qualification Data: Within 30 days of Contractor's Notice to Proceed, submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.

1. Provide list of similar projects completed by proposed TAB field supervisor.
2. Provide copy of completed TAB report, approved by mechanical engineer of record for a completed project with similar system types and of similar complexity.

C. Contract Documents Examination Report: Within 30 days of Contractor's Notice to Proceed, submit the Contract Documents review report as specified in Part 3.

1. Submit examinations report with qualifications data.

D. Strategies and Procedures Plan: Within 60 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.

E. Interim Reports. Submit interim reports as specified in Part 3. Include list of system conditions requiring correction and problems not identified in Contract Documents examination report.

F. Certified TAB reports.

1. Provide three printed copies of final TAB report. Provide one electronic file copy in PDF format.

G. Sample report forms.

H. Instrument calibration reports, to include the following:

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1. Instrument type and make.
2. Serial number.
3. Application.
4. Dates of use.
5. Dates of calibration.

    a. Instruments to be used for testing and balancing shall have been calibrated within a period of one year, or less if so recommended by instrument manufacturer and be checked for accuracy prior to start of work.

1.7 CLOSEOUT SUBMITTALS

A. For additional requirements, refer to Section 23 00 50, Basic HVAC Materials and Methods.

B. Certified TAB reports, for inclusion in Operation and Maintenance Manual.

1.8 QUALITY ASSURANCE

A. Independent TAB Specialist Qualifications: Engage a TAB entity certified by AABC or NEBB.

1. The certification shall be maintained for the entire duration of TAB work for this Project. If TAB specialist loses certification during this period, the Contractor shall immediately notify the Architect and submit another TAB specialist for approval. All work specified in this Section and in other related Sections performed by the TAB specialist shall be invalidated if the TAB specialist loses certification, and shall be performed by an approved successor.

B. To secure approval for the proposed TAB specialist, submit information certifying that the TAB specialist is either a first tier subcontractor engaged and paid by the Contractor, or is engaged and paid directly by the Owner. TAB specialist shall not be affiliated with any other entity participating in Work of this Contract, including design, furnishing equipment, or construction. In addition, submit evidence of the following:

1. TAB Field Supervisor: Full-time employee of the TAB specialist and certified by AABC or NEBB.

    a. TAB field supervisor shall have minimum 10 years supervisory experience in TAB work.

2. TAB Technician: Full-time employee of the TAB specialist and who is certified by AABC or NEBB as a TAB technician.

    a. TAB technician shall have minimum 4 years TAB field experience.

C. TAB Specialist engaged to perform TAB work in this Project shall be a business limited to and specializing in TAB work, or in TAB work and Commissioning.

D. TAB specialist engaged to perform TAB work shall not also perform commissioning activities on this Project.

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E. Certified TAB field supervisor or certified TAB technician shall be present at the Project site at all times when TAB work is performed.

1. TAB specialist shall maintain at the Project site a minimum ratio of one certified field supervisor or technician for each non-certified employee at times when TAB work is being performed.

F. Contractor shall notify Architect in writing within three days of receiving direction resulting in reduction of test and balance scope or other deviations from Contract Documents. Deviations from the TAB plan shall be approved in writing by the mechanical engineer of record for the Project.

G. TAB Standard:

1. Perform TAB work in accordance with the requirements of the standard under which the TAB agencies' qualifications are approved unless Specifications contain different or more stringent requirements:

a. AABC National Standards for Total System Balance, or

b. NEBB Procedural Standards for Testing, Adjusting, Balancing of Environmental Systems.

2. All recommendations and suggested practices contained in the TAB standard are mandatory. Use provisions of the TAB standard, including checklists and report forms, to the extent to which they are applicable to this Project.
3. Testing, adjusting, balancing procedures, and reporting required for this Project, and not covered by the TAB standard applicable to the TAB specialist engaged to perform the Work of this Contract, shall be submitted for approval by the design engineer.

H. Certify TAB field data reports and perform the following:

1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.

I. TAB Report Forms: Use standard TAB specialist's forms approved by Architect .

J. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."

1.9 COORDINATION

A. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.

B. Perform TAB after leakage and pressure tests on air distribution systems have been satisfactorily completed.

C. Coordinate TAB work with work of other trades.

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PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Contract Documents Examination Report:

1. TAB specialist shall review Contract Documents, including plans and specifications. Provide report listing conditions that would prevent the system(s) from operating in accordance with the sequence of operations specified, or would prevent accurate testing and balancing:

a. Identify each condition requiring correction using equipment designation shown on Drawings. Provide room number, nearest building grid line intersection, or other information necessary to identify location of condition requiring correction.
b. Proposed corrective action necessary for proper system operation.

B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.

C. Examine the approved submittals for HVAC systems and equipment.

D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.

E. Examine equipment performance data including fan and pump curves.

1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.

F. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.

G. Examine test reports specified in individual system and equipment Sections.

H. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.

I. Report conditions requiring correction discovered before and during performance of TAB procedures.

J. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

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3.2 PREPARATION

A. Prepare a TAB plan that includes strategies and step-by-step procedures. TAB plan shall be specific to Project and include the following:

1. General description of each air system and sequence(s) of operation.
2. Complete list of measurements to be performed.
3. Complete list of measurement procedures. Specify types of instruments to be utilized and method of instrument application.
4. Qualifications of personnel assigned to Project.
5. Single-line CAD drawings reflecting all test locations (terminal units, grilles, diffusers, traverse locations, etc.
6. Air terminal correction factors for the following:

    a. Air terminal configuration.
    b. Flow direction (supply or return/exhaust).
    c. Effective area of each size and type of air terminal.
    d. Air density.

B. Complete system-readiness checks and prepare reports. Verify the following:

1. Permanent electrical-power wiring is complete.
2.
3. Equipment and duct access doors are securely closed.
4. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
5. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance" or NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and in this Section.

B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.

1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
2. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 238000 Heating, Ventilating, and Air Conditioning."

C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

D. Take and report testing and balancing measurements in inch-pound (IP) units.

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3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

B. Test each system to verify building or space operating pressure, including all stages of economizer cycle. Maximum building pressure shall not exceed 0.03 inches of pressure.

C. Except as specifically indicated in this Specification, Pitot tube traverses shall be made of each duct to measure airflow. Pitot tubes, associated instruments, traverses, and techniques shall conform to ASHRAE Handbook, HVAC Applications, and ASHRAE Handbook, HVAC Systems and Equipment.
   1. Use state-of-the-art instrumentation approved by TAB specialists governing agency..
   2. Where ducts' design velocity and air quantity are both less than 1000 fpm/CFM, air quantity may be determined by measurements at terminals served.

D. Test holes shall be placed in straight duct, as far as possible downstream from elbow, bends, take-offs, and other turbulence-generating devices.

E. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.

F. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.

G. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

H. Verify that motor starters are equipped with properly sized thermal protection.

I. Check dampers for proper position to achieve desired airflow path.

J. Check for airflow blockages.

K. Check condensate drains for proper connections and functioning.

L. Check for proper sealing of air-handling-unit components.

M. Verify that air duct system is sealed as specified in Section 238000 "Heating, Ventilating, and Air Conditioning."

N. Provide for adjustments or modifications to fan and motor sheaves, belts, damper linkages, and other components as required to achieve specified air balance at no additional cost to Owner.

O. Automatically operated dampers shall be adjusted to operate as indicated in Contract Documents. Controls shall be checked for proper calibration.

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.

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1. Measure total airflow.

    a. Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow. Alternative methods shall be examined for determining total CFM, i.e., Pitot-tube traversing of branch ducts, coil or filter velocity profiles, prior to utilizing airflow values at terminal outlets and inlets.

2. Measure fan static pressures as follows to determine actual static pressure:

    a. Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions.
    b. Measure static pressure directly at the fan outlet.
    c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions.
    d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.

3. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.

    a. Report the cleanliness status of filters and the time static pressures are measured.

4. Measure static pressures entering and leaving other devices, such as sound traps, heat-recovery equipment, and air washers, under final balanced conditions.
5. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
6. Obtain approval from Architect for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
7. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.

B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.

1. Measure airflow of submain and branch ducts.

    a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.

2. Measure static pressure at a point downstream from the balancing damper, and adjust volume dampers until the proper static pressure is achieved.

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3. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.

C. Measure air outlets and inlets without making adjustments.

1. Measure terminal outlets using a direct-reading digital backflow compensating hood. Use outlet manufacturer's written instructions and calculating factors only when direct-reading hood cannot be used due to physical obstruction or other limiting factors. Final report shall indicate where values listed have not been obtained by direct measurement.

D. Adjust air outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using branch volume dampers rather than extractors and the dampers at air terminals.

1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents, if included.
2. Adjust patterns of adjustable outlets for proper distribution without drafts. Terminal air velocity at five feet above finished floor shall not exceed 50 feet per minute in occupied air conditioned spaces.

E. Do not overpressurize ducts.

3.6 PROCEDURES FOR MOTORS

A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:

1. Manufacturer's name, model number, and serial number.
2. Motor horsepower rating.
3. Motor rpm.
4. Efficiency rating.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.
7. Starter manufacturer’s name, model number, size, type, and thermal-protection-element rating.

a. Starter strip heater size, type, and rating.

3.7 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS

A. Perform a preconstruction inspection of existing equipment that is to remain and be reused.

1. Measure and record the operating speed, airflow, and static pressure of each fan.
2. Measure motor voltage and amperage. Compare the values to motor nameplate information.
3. Check the condition of filters.
4. Check the condition of coils.
5. Check the operation of the drain pan and condensate-drain trap.
6. Check bearings and other lubricated parts for proper lubrication.
7. Report on the operating condition of the equipment and the results of the measurements taken. Report conditions requiring correction.

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B. Before performing testing and balancing of existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished. Verify the following:

1. New filters are installed.
2. Coils are clean and fins combed.
3. Drain pans are clean.
4. Fans are clean.
5. Bearings and other parts are properly lubricated.
6. Conditions requiring correction noted in the preconstruction report are corrected.

C. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.

1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
3. If calculations increase or decrease the air flow rates and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.
4. Balance each air outlet.

3.8 TOLERANCES

A. Set HVAC system's air flow rates and water flow rates within the following tolerances:

1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus 10 percent and minus 0 percent .
2. Air Outlets and Inlets: Plus 5 percent and minus 5 percent .
3. Multiple outlets within single room: Plus 5 percent and minus 0 percent for total airflow within room. Tolerance for individual outlets within a single room having multiple outlets shall be as for “Air Outlets and Inlets”.

3.9 FINAL REPORT

A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.

1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing field supervisor. Report shall be co-signed by the Contractor, attesting that he has reviewed the report, and the report has been found to be complete and accurate.
2. The certification sheet shall be followed by sheet(s) listing items for which balancing objectives could not be achieved. Provide explanation for failure to achieve balancing objectives for each item listed.
3. Include a list of instruments used for procedures, along with proof of calibration.

B. Final Report Contents: In addition to certified field-report data, include the following:

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1. Manufacturers' test data.
2. Field test reports prepared by system and equipment installers.
3. Other information relative to equipment performance; do not include Shop Drawings and product data.

C. General Report Data: In addition to form titles and entries, include the following data:

1. Title page.
2. Name and address of the TAB specialist.
3. Project name.
4. Project location.
5. Project Performance Guaranty
6. Architect's name and address.
7. Engineer's name and address.
8. Contractor's name and address.
9. Report date.
10. Signature of TAB supervisor who certifies the report.
11. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
12. Summary of contents including the following:

    a. Indicated versus final performance.
    b. Notable characteristics of systems.
    c. Description of system operation sequence if it varies from the Contract Documents.

13. Nomenclature sheets for each item of equipment.
14. Test conditions for fans and pump performance forms including the following:
    a. Other system operating conditions that affect performance.

D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:

1. Quantities of outdoor, supply, return, and exhaust airflows.
2. Duct, outlet, and inlet sizes.

E. Air distribution outlets and inlets shall be shown on keyed plans with designation for each outlet and inlet matching designation used in Contract Documents and TAB test reports. Room numbers shall be included in keyed plans and test reports. Where multiple outlets and inlets are installed within a single room, a designation shall be assigned and listed for each outlet and inlet in addition to room number.

F. Test Reports – General:

1. All test reports containing air or liquid flow data shall record flow values prior to system adjustment in addition to required data listed for each test report.

G. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:

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a. System identification.
b. Location.
c. Make and type.
d. Model number and size.
e. Manufacturer's serial number.
f. Arrangement and class.
g. Sheave make, size in inches, and bore.
h. Center-to-center dimensions of sheave, and amount of adjustments in inches.

2. Motor Data:

a. Motor make, and frame type and size.
b. Horsepower and rpm.
c. Volts, phase, and hertz.
d. Full-load amperage and service factor.
e. Sheave make, size in inches, and bore.
f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
g. Number, make, and size of belts.

3. Test Data (Indicated and Actual Values):

a. Total airflow rate in cfm.
b. Total system static pressure in inches wg.
c. Fan rpm.
d. Discharge static pressure in inches wg.
e. Suction static pressure in inches wg.

H. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:

1. Report Data:

a. System and air-handling-unit number.
b. Location and zone.
c. Traverse air temperature in deg F.
d. Duct static pressure in inches wg.
e. Duct size in inches.
f. Duct area in sq. ft..
g. Indicated air flow rate in cfm.
h. Indicated velocity in fpm.
i. Actual air flow rate in cfm.
j. Actual average velocity in fpm.
k. Barometric pressure in psig.

I. Air-Terminal-Device Reports:

1. Unit Data:

a. System and air-handling unit identification.
b. Location and zone.

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c. Apparatus used for test.
d. Area served.
e. Make.
f. Number from system diagram.
g. Type and model number.
h. Size.
i. Effective area in sq. ft.

2. Test Data (Indicated and Actual Values):

a. Air flow rate in cfm.
b. Air velocity in fpm.
c. Preliminary air flow rate as needed in cfm.
d. Preliminary velocity as needed in fpm.
e. Final air flow rate in cfm.
f. Final velocity in fpm.
g. Space temperature in deg F.

J. Instrument Calibration Reports:

1. Report Data:

a. Instrument type and make.
b. Serial number.
c. Application.
d. Dates of use.
e. Dates of calibration.

3.10 INSPECTIONS

A. Final Inspection:

1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Architect .
2. The TAB specialist's test and balance engineer shall conduct the inspection in the presence of Architect .
3. Architect shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
4. If rechecks yield measurements that differ from the measurements documented in the final report by more than 10 percent, the measurements shall be noted as "FAILED."
5. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

B. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:

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1. Recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
2. If the second final inspection also fails, Owner may contact the TAB specialists' governing organization for remedial action by the governing organization under the workmanship and performance warranty. See article, Warranty.
3. If remedial action is not provided by the TAB specialists' governing organization in a timely manner, Owner may contract the services of another TAB specialist to complete the TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB specialists' final payment.

C. Prepare test and inspection reports.

END OF SECTION 230593

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SECTION 23 80 00 – HEATING, VENTILATING AND AIR CONDITIONING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Air inlets and outlets.
   2. Dampers.
   3. Ductwork.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Section 23 00 50, Basic HVAC Materials and Methods.

C. Section 23 05 93, Testing, Adjusting, and Balancing for HVAC.

1.3 ACTION SUBMITTALS

A. For additional requirements, refer to Section 23 00 50, Basic HVAC Materials and Methods.

B. Product Data: Submit manufacturer's technical product data, including rated capacities of selected model clearly indicated, dimensions, weight, corner or mounting point weights, furnished specialties and accessories; and installation and start-up instructions. Product data shall include applicable product listings and standards. Refer to Section 23 00 50, Basic HVAC Material and Methods for additional requirements.

C. Engineering Data: Submit fan curves and sound power level data for each fan unit. Data shall be at the scheduled capacity. Data shall include the name of the rating agency or independent laboratory.

1.4 INFORMATIONAL SUBMITTALS

A. For additional requirements, refer to Section 23 00 50, Basic HVAC Materials and Methods.

1.5 CLOSEOUT SUBMITTALS

A. For additional requirements, refer to Section 23 00 50, Basic HVAC Materials and Methods.

B. Record Drawings: Submit Record Drawings of installed ductwork, duct accessories, and outlets and inlets in accordance with requirements of Division 01.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

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1.7 QUALITY ASSURANCE

A. Design Criteria:
1. Supply all equipment and accessories in accordance with requirements of applicable national, state and local codes.
2. All items of a given type shall be products of the same manufacturer.
3. Scheduled equipment performance is minimum capacity required.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Insulation products, including insulation, insulation facings, jackets, adhesives, sealants and coatings shall not contain polybrominated diphenyl ethers (PBDEs) in penta, octa, or deca formulations in amounts greater than 0.1 percent (by mass).

2.2 AIR INLETS AND OUTLETS

A. Except as otherwise indicated, provide manufacturer's standard inlets and outlets where shown; of size, shape, capacity and type indicated; constructed of materials and components as indicated, and as required for complete installation.

B. Ceiling, wall or floor Compatibility: Provide inlets and outlets with border styles that are compatible with adjacent ceiling, wall or floor systems, and that are specifically manufactured to fit into ceiling, wall or floor module with accurate fit and adequate support. Refer to general construction drawings and specifications for types of ceiling systems that will contain each type of air outlet and inlet.

C. Refer to Schedule on Mechanical Drawings for details of inlets and outlets to be used.

2.3 DAMPERS

A. Manual Air and Balance Dampers: Provide dampers of single blade type or multi-blade type constructed in accordance with SMACNA, "HVAC Duct Construction Standards," except as noted herein.

1. Rectangular Ductwork:
a. Single damper blades may be used in ducts up to 10 inches in height. Dampers shall be 16 gauge minimum. Provide self-locking regulators, equal to Ventlok 641. Provide end bearings equal to Ventlok 607 at each damper. Provide continuous solid 3/8 inch square shafts.
b. Multiple blade dampers shall be equal to Ruskin CD35 Standard Control Damper. Maximum width for multiple damper blades for use in rectangular duct shall not exceed 6 inches.
c. Where duct velocity may be expected to exceed 1500 fpm, provide Ruskin CD50, or equal, low leakage dampers with airfoil blades.

2. Round Ductwork:

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a. Single damper blades may be used in ducts up to 12 inches in diameter. Provide multiple blade opposed blade dampers, with connected linkage, for ductwork larger than 12 inches in diameter.
b. Damper blades for round ductwork shall be 20 gauge steel for ducts up to 12 inches diameter and 16 gauge steel for dampers larger than 12 inches damper. Provide self-locking regulators, equal to Ventlok 641, Durodyne, or equal for operation of dampers. Provide end bearings equal to Ventlok 607 and provide continuous solid 3/8 inch square shafts.

3. Where ductwork is externally insulated, provide self-locking regulators equal to Ventlok 644, Durodyne, or equal for rectangular ductwork, and Ventlok 637, Durodyne, or equal for round ducts.

2.4 DUCTWORK

A. Construct and install sheet metal ductwork in accordance with the California Mechanical Code for 2 inches static pressure for supply air, and 2 inches minimum for return and exhaust air unless otherwise noted on Drawings.

1. Where not in conflict with the California Mechanical Code, construct and install all sheet metal ductwork in accordance with SMACNA HVAC Duct Construction Standards (Metal and Flexible). Where applicable for HVAC work, construct and install sheet metal work in accordance with SMACNA Architectural Sheet Metal Manual.
2. Provide variations in duct size, and additional duct fittings as required to clear obstructions and maintain clearances as approved by the Architect at no extra cost to the Owner.
3. Gauges, joints and bracing shall be in accordance with the California Mechanical Code.
4. Provide beading or cross breaking for all ductwork inside building. Provide cross breaking for ductwork exposed to weather.
5. At the contractor's option, ductwork may be fabricated using the Ductmate, Nexus, Quickduct, Transverse Duct Connection (TDC), Pyramid-Loc duct connection systems, or equal. Fabricate in strict conformance with manufacturer's written installation instructions and in accordance with California Mechanical Code.

    a. Seal flanged ends with pressure sensitive high density, closed cell neoprene or polyethylene tape gasket, Thermo 440, or equal.
    b. Provide metal clips for duct connections, except at breakaway connections for fire dampers and fire smoke dampers. Provide corner clips at each corner of duct, through bolted, at all locations except at breakaway connections for fire dampers and fire smoke dampers. Where used on locations exposed to weather, provide continuous metal clip at top and sides of duct, with 1 inch overhang for top side.

B. Design and installation standards:

1. SMACNA Compliance: Comply with applicable portions of Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) for all work in this section.
2. NFPA Compliance: Comply with ANSI/NFPA 90A, "Standard for the Installation of Air Conditioning and Ventilating Systems," and ANSI/NFPA 90B, "Standard for the Installation of Warm Air Heating and Air Conditioning Systems."
3. California Mechanical Code.

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C. Duct sizes indicated are external sizes.

D. Galvanized Sheet Steel: Lock-forming quality, ASTM A924 and ASTM A653, Coating Designation G 90. Provide mill phosphatized finish for exposed surfaces of ducts exposed to view.

1. Provide mill certification for galvanized material at request of the Project Inspector.

E. Duct Sealants:

1. Sealant shall have a VOC content of 250 g/L or less.
2. Sealant shall comply with testing and product requirements of South Coast Air Quality Management District, Rule 1168.
3. Provide one part, non-sag, synthetic latex sealant, formulated with a minimum of 68 percent solids. Sealant shall comply with ASTM E84, Surface Burning Characteristics.

a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following, or equal:

1) Design Polymerics, model DP1010.
2) Polymer Adhesive Sealant Systems Inc, model Airseal #11.
3) McGill Airseal, LLC.

F. Duct Support Materials: Except as otherwise indicated, provide hot-dipped galvanized steel fasteners, anchors, straps, trim, and angles for support of ductwork.

G. Rectangular Duct Fabrication:

1. Shop fabricate ductwork of gauges and reinforcement complying with the more stringent of the following standards, except as noted herein.

a. SMACNA HVAC Duct Construction Standards
b. California Mechanical Code

2. Fabricate ducts for 2 inch pressure class with minimum duct gauges and reinforcement as follows, except as otherwise noted:

Table A

Duct Dimension	Minimum Gauge	Joint Reinforcement Per CMC
Through 12"	26	Not Required
13" through 18"	24	Not Required
19" through 30"	24	C/4

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31" through 42"	22	E/4

3. Fabricate duct fittings to match adjoining ducts and to comply with duct requirements as applicable to fittings. Except as otherwise indicated, fabricate elbows with center-line radius equal to 1.5 times associated duct width. Fabricate to include single thickness turning vane in elbows where space does not permit the above radius or where square elbows are shown. Limit angular tapers to 30 degrees for contracting tapers and 20 degrees for expanding tapers. Turning vanes shall be E-Z Rail II, Durodyne, or equal.
4. Fabricate round supply connections at rectangular, plenum type fittings using spin-in type fittings, complete with extractor and volume control damper. Refer to Paragraph "DAMPERS" for damper requirements.
5. Provide drive slip or equivalent flat seams for ducts exposed in the conditioned space or where necessary due to space limitations. On ducts with flat seams, provide standard reinforcing on inside of duct. Duct connection to outlet on exposed duct shall be full size of outer perimeter of outlet flange.
6. Ducts exposed in the conditioned space shall be free of dents and blemishes and be mounted tight against adjacent surface with flat hangers. Remove all fabrication labels from ductwork.
7. Provide 20 gauge minimum for ductwork exposed within occupied spaces.

H. Round and Oval Ductwork Fabrication:

1. Round and oval duct and fittings shall be spiral lockseam or longitudinal seam as indicated in table below. Provide couplings to join each length of duct.

    a. At contractors' option, round or oval ductwork may be utilized in place of rectangular ductwork shown on Drawings, provided available space allows installation of round or oval ductwork without compromising space required for installation of products and systems of other trades.

        1) Round or oval ductwork utilized in place of rectangular ductwork shown on Drawings shall be sized to have a static pressure loss equivalent to rectangular duct shown on Drawings.
        2) Unlined round or oval duct shall not be utilized in place of rectangular internally lined ductwork shown on Drawings.

2. Fabricate duct fittings to match adjoining ducts and to comply with duct requirements as applicable to fittings. Except as otherwise indicated, fabricate elbows with center-line radius equal to 1.5 times associated duct width. Provide two-piece, die-stamped, 45-degree to 90-degree elbows for sizes up to 12 inches; five-piece, 90-degree elbows for sizes 12 inches and above; conical tees; and conical laterals. All reducers shall be placed after a tap has been made on the duct main. Reducers shall be long-taper style.
3. Round Ductwork: Construct of galvanized sheet steel complying with ANSI/ASTM A 653 by the following methods and in minimum gauges listed.

Diameter	Minimum Gauge	Method of Manufacture
Up to 14"	26	Spiral Lockseam

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15" to 23"	24	Spiral Lockseam
24" to 36"	22	Spiral Lockseam

4. Provide locked seams for spiral duct; fusion welded butt seam for longitudinal seam duct.
5. Fittings and Couplings: Construct of minimum gauges listed. Provide continuous welds along seams at exposed ducts. Provide spot weld bonded seams at concealed ducts.

Diameter	Minimum Gauge
3" to 36"	20

6. Ducts exposed in the conditioned space shall be free of dents and blemishes and be mounted tight against adjacent surface with flat hangers. Remove all fabrication labels from ductwork.
7. Provide 20 gauge minimum for ductwork exposed within occupied spaces.

I. Duct Access Doors:

1. Duct Access: Provide hinged access door in rectangular ducts for access to fire dampers, control equipment, etc. Access door size shall be duct diameter wide by duct diameter high for all ducts under 24 inches. Ducts over 24 inches in diameter shall have 24-inch by 18-inch access doors. Minimum size access doors shall be 6 inches by 6 inches.
2. Provide hinged style access doors for round ductwork, NCA Manufacturing, Inc., Model AD-RD-87, Pottorff Series 60, or equal. Access doors shall be 16 gauge galvanized steel with continuous piano hinge. Locks shall be plated steel strike and catch. Provide 1" x 3/8" Polyethylene "Perma Stik" gasket all around door.

J. Flexible Air Ducts:

1. Provide exterior reinforced laminated vapor barrier, fiberglass insulation, encapsulated spring steel wire Helix, and impervious, smooth, non-perforated interior vinyl liner. Individual lengths of flexible ducts shall contain factory fabricated steel connection collars.

    a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following, or equal:

        1) C.A. Schroeder, Inc., Cal Flex model 2PMJ.
        2) ThermaFlex model M KC.

2. Factory made air ducts shall be approved for the use intended and shall conform to the requirements of UL 181 and NFPA 90A. Each portion of a factory-made air duct system shall be identified by the manufacturer with a label or other suitable identification indicating compliance with UL 181, Class 1. Ducts shall be UL listed Class 1, maximum 25/50 smoke and flame spread and shall be installed in accordance with the terms of their listing and the requirements of SMACNA HVAC Duct Construction Standards (Metal and Flexible). Factory-made air ducts shall have the following minimum R-values: R-6.0 for

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ductwork installed within the building insulation envelope, R-8.0 for ductwork installed outside the building insulation envelope.

3. Flexible ductwork shall be maximum of 5 feet long, and shall be extended to the fullest possible length, in order to minimize pressure drop in the duct.
4. Flexible ducts shall be selected for minimum of 6 inch positive static pressure and minimum of 1 inch negative static pressure.

5. Duct Access Panels:

   a. Provide duct access panel assembly of the same material and gauge used for the duct. Duct access panels shall conform to the following:

      1) Fasteners: Black steel or stainless steel to match material used for the duct. Panel fasteners shall not penetrate duct wall.
      2) Gasket: Comply with NFPA 96, grease-tight, high temperature ceramic fiber, rated for minimum 1500 °F.

K. Shower exhaust ducts: Provide ducts and supports from stainless steel for a length of 20 feet from exhaust grille or register.

PART 3 - EXECUTION

3.1 AIR INLETS AND OUTLETS INSTALLATION

A. Provide all air inlets and outlets with gaskets and install so that there will be no streaking of the walls or ceilings due to leakage. Duct connection to outlet on exposed duct shall be full size of outer perimeter of outlet flange.

B. Unless otherwise indicated on Drawings, provide rectangular galvanized steel plenum on top of each diffuser and ceiling return for connection to ductwork. Line plenum with internal insulation as indicated for lined ductwork. Size plenum to allow full opening into air terminal. Plenum sheet metal gauge shall be equal to gauge for rectangular equivalent of the branch duct serving the air inlet or outlet.

C. Ceiling-mounted air inlets, outlets, or other services installed in T-Bar type ceiling systems shall be positively attached to the ceiling suspension main runners or to cross runners with the same carrying capacity as the main runners.

1. Air inlets, outlets, or other services weighing not more than 56 pounds shall have two No. 12 gauge hangers connected from the terminal or service to the structure above. These wires may be slack.
2. Support air inlets, outlets, or other services weighing more than 56 pounds directly from the structure above by approved hangers. Provide 4 taut 12 gauge wires each, attached to the fixture and to the structure above. The 4 taut 12 gauge wires, including their attachment to the structure above must be capable of supporting 4 times the weight of the unit.
3. Secure air inlets and outlets to main runners of ceiling suspension system with two No. 8 sheet metal screws at opposing corners.

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D. Furnish all air inlets and outlets with a baked prime coat unless otherwise noted. Provide off-white baked enamel finish on ceiling-mounted air inlets and outlets. Paint exposed mounting screws to match the material being secured.

E. Air inlets and outlets shall match all qualities of these specified including appearance, throw, noise level, adjustability, etc.

3.2 DAMPER INSTALLATION

A. All dampers automatically controlled by damper motors are specified under "Temperature Control System" except those specified with items of equipment.

B. Provide opposed blade manual air dampers at each branch duct connection and at locations indicated on the drawings and where necessary to control air flow for balancing system. Provide an opposed blade balancing damper in each zone supply duct. Provide an access panel or Ventlok flush type damper regulator on ceiling or wall for each concealed damper.

C. Provide 18 inch x 12 inch minimum hinged access doors in ductwork and furring for easy access to each fire damper; insulated access doors in insulated ducts. Label access doors with 1/2 inch high red letters.

1. Provide Ventlok Series 100, Durodyne, or equal access doors with hardware for convenient access to all automatic dampers and other components of the system, insulated type in insulated ducts. Provide Ventlok #202 for light duty up to 2 inch thick doors, #260 heavy-duty up to 2 inch thick doors and #310 heavy-duty for greater than 2 inch thick doors. Provide #260 hinges on all hinged and personnel access doors; include gasketing.

3.3 DUCTWORK INSTALLATION

A. General:

1. Assemble and install ductwork in accordance with recognized industry practices which will achieve air tight and noiseless (no objectionable noise) systems capable of performing each indicated service. Install each run with minimum of joints. Align ductwork accurately at connections within 1/8 inch misalignment tolerance and with internal surfaces smooth. Support ducts rigidly with suitable ties, braces, hangers, and anchors of type which will hold ducts true to shape and to prevent buckling. Where possible, install ductwork to clear construction by 1/4 inch minimum, except at air inlets and outlets. Where ductwork will not clear construction, secure duct firmly to eliminate noise in the system.
2. Duct Joints: Install duct sealers, pop rivets or sheet metal screws at each fitting and joint. Duct sealers shall be fire retardant. Sheet metal screws for joints shall be minimum #10 size galvanized.
3. Where ductwork is left exposed within a room, the same shall be run true to plumb, horizontal, or intended planes. Where possible, uniform margins are to be maintained between parallel lines and/or adjacent wall, floor, or ceiling surfaces.
4. Horizontal runs of ductwork suspended from ceilings shall provide for a maximum headroom clearance. The clearance shall not be less than 6'-6" without written approval from the Architect.
5. Provide sheet metal angle frame at all duct penetrations to wall, floor, roof, or ceiling.
6. Paint inside of ducts, visible through grille, dull black.

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7. Where ductwork is installed in finished areas of buildings that do not have ceilings, paint ductwork, support hangers, and air inlets and outlets to match adjacent architectural surfaces, or as directed by Architect.
8. At the time of rough installation, or during storage on the construction site and until final startup of the heating and cooling equipment, duct and other related air distribution component openings shall be covered with tape, plastic, sheet metal, or other methods acceptable to the enforcing agency.

B. Upper connection of support to wood structure shall be with wood screws or lag screws in shear fastened in the upper one half of the wood structural member. Fasteners shall conform to the following schedule:

For ducts with P/2=30"	#10 x 1-1/2" wood screw
For ducts with P/2=72"	1/4"x 1-1/2" lag screw
For ducts with P/2 over 73"	3/8"x 1-1/2" lag screw

C. Upper connection in tension to wood shall not be used unless absolutely necessary. Where deemed necessary the contractor shall submit calculations to show the size fastener and penetration required to support loads in tension from wood in accordance with the following schedule:

For ducts with P/2=30"	260 pounds per hanger
For ducts with P/2=72"	320 pounds per hanger
For ducts with P/2=96"	460 pounds per hanger
For duct with P/2 larger than 120"	NOT ALLOWED

D. Where ducts pass through interior partitions and exterior walls, conceal space between construction opening and duct or duct plus insulation with sheet metal flanges of same gauge as duct. Overlap opening on four sides by at least 1-1/2 inches.

E. Support ductwork in manner complying with SMACNA "HVAC Duct Construction Standards," hangers and supports sections. Where special hanging of ductwork is detailed or shown on Drawings, Drawings shall be followed. Angles shall be attached to overhead construction in a manner so as to allow a minimum of 2 inches of movement in all directions with no bending or sagging of the angle.

1. Except where modified in individual paragraphs of this Section, provide hanger support with minimum 18 gauge straps, 1 inch wide. Fold duct strap over at bottom of duct.
2. Install duct supports to rectangular ducts with sheet metal screws. Provide one screw at top of duct and one screw into strap at bottom of duct.

F. Installation of Flexible Ductwork:

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1. Provide flexible ducts with supports at 30 inch centers with 2 inch wide, 26 gauge steel hanger collar attached to the structure with an approved duct hanger. Installation shall minimize sharp radius turns or offsets.

   a. Supports shall be in accordance with SMACNA HVAC Duct Construction Standards (Metal and Flexible).
   b. Flexible duct bends shall be not less than 1-1/2 duct diameter bend radius.

2. Make connections to rigid duct and units with Panduit style draw band at inner liner material, and a second draw band over the outer vapor barrier material.
3. Make connection to duct with spin-in fittings, with air scoop and balance damper.

G. Installation of Shower Exhaust Ducts:

1. Slope duct a minimum of 1 percent to drain back to the exhaust grille.

3.4 DUCTWORK SEALING AND LEAK TESTING

A. All ductwork shall receive a Class A seal.

B. Seal airtight all joints and seams, including standing seams and manufactured joints and seams, of all supply, return and exhaust ducts except those exposed in conditioned space.

C. Leakage Classes:

Pressure Class	Leakage Class	
	Round Duct	Rectangular Duct
2"W.G. or less	8	16
4"W.G. or greater	2	4

D. All duct systems (supply, return, outside air intake, and exhaust), except those identified on compliance forms on Drawings as requiring Acceptance Testing per the requirements of the California Energy Code, shall be tested in accordance with the requirements of SMACNA "HVAC Air Duct Leakage Test Manual." Test pressure shall be equal to the pressure class of the duct. For additional duct leak testing requirements, refer to Section 230050, "Basic HVAC Materials and Methods," Article, "Acceptance Requirements."

3.5 HANGER AND SUPPORT INSTALLATION

A. General: Support ductwork, equipment and piping so that it is firmly held in place by approved iron hangers and supports, and special hangers. Hanger and support components shall support weight of ductwork, equipment and pipe, fluid, and pipe insulation based on spacing between supports with minimum factor of safety of five based on ultimate strength of material used. Do not exceed manufacturer's load rating. Pipe attachments or hangers, of same size as pipe or tubing on which used, or nearest available. Rigidly fasten hose faucets, fixture stops, compressed air outlets, and similar items to the building construction. The Architect shall approve hanger material before installation. Where building structural members do not match piping and

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ductwork support spacing, provide “bridging” support members firmly attached to building structural members in a fashion approved by the structural engineer.

1. Materials, design, and type numbers for support of piping per Manufacturers' Standardization Society (MSS), Standard Practice (SP)-58.

   a. Provide copper-plated or felt-lined hangers for use on uninsulated copper tubing.

2. Materials and design for ductwork support shall be per SMACNA “HVAC Duct Construction Standards, Metal and Flexible.”

B. Hanger components shall be provided by one manufacturer: B-Line, Grinnell, Unistrut, Badger, or equal.

C. Duct Hanger and Support Spacing: Conform to Requirements of CMC and SMACNA “HVAC Duct Construction Standards, Metal and Flexible.”

D. Duct Support to Structure:

1. Upper connection of support to wood structure shall be with wood screws or lag screws in shear fastened in the upper one half of the wood structural member. Fasteners shall conform to the following schedule:

For ducts with P/2=30"	#10 x 1-1/2" wood screw
For ducts with P/2=72"	1/4"x 1-1/2" lag screw
For ducts with P/2 over 73"	3/8"x 1-1/2" lag screw

2. Upper connection in tension to wood shall not be used unless absolutely necessary. Where deemed necessary the contractor shall submit calculations to show the size fastener and penetration required to support loads in tension from wood in accordance with the following schedule:

For ducts with P/2=30"	260 pounds per hanger
For ducts with P/2=72"	320 pounds per hanger
For ducts with P/2=96"	460 pounds per hanger
For duct with P/2 larger than 120"	NOT ALLOWED

3. Install concrete inserts for support of ductwork in coordination with formwork as required to avoid delays in work.
4. Upper connection to manufactured truss construction must comply with truss manufacturers published requirements and Structural Engineers requirements.

3.6 TESTING AND BALANCING

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A. For testing and balancing requirements, refer to Section 23 05 93, Testing and Balancing for HVAC.

3.7 CLEANING AND PROTECTION

A. As each duct section is installed, clean interior of ductwork of dust and debris. Clean external surfaces of foreign substances that might cause corrosive deterioration of metal or where ductwork is to be painted.

B. Strip protective paper from stainless steel ductwork surfaces, and repair finish wherever it has been damaged.

C. Temporary Closure: At ends of ducts that are not connected to equipment or air distribution devices at time of ductwork installation, provide temporary closure of polyethylene film or other covering that will prevent entrance of dust and debris until connections are to be completed.

D. As each internally lined duct section is installed, check internal lining for small cuts, tears, or abrasions. Repair all damage with fire retardant adhesive.

END OF SECTION 23 80 00

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APPENDIX A
CDBG SUPPLEMENT TO CONTRACT FOR CONSTRUCTION

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City of Roseville Contractor/Subcontractor Prevailing Wage and Federal Labor Standards Certification and Agreement

Community Development Block Grant (CDBG) Program

Project	
Prime Contractor	
Firm/CSLB#	
Firm Address	

Having executed a contract with _____ for
(Agency or prime contractor)

_____
(Trade/nature of the work)

in the amount of $ _____ on _____/_____/20_____

The undersigned certifies the following.

a) The Federal Labor Standards Provisions (HUD 4010) and the current federal wage decision are included in the contract.

b) The contractor/subcontractor above has not been designated as an ineligible contractor under the Davis-Bacon and Related Acts: Davis-Bacon Act (40 U.S.C. 276 a to a. 7) as supplemented by Department of Labor Regulations (29 CFR Part 5); nor has any person or entity with a substantial interest in the contracting/subcontracting firm.

The undersigned agrees to the following.

a) No part of the contract will be subcontracted to a firm that has been designated as an ineligible contractor under the Davis-Bacon and Related Acts: Davis-Bacon Act (40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5).

b) Within 10 days of executing any lower tier contract, the undersigned will obtain and forward to contractor a copy of this certification signed by the lower tier subcontractor.

The undersigned is duly authorized to provide these certifications and make this agreement.

Signed		Date	
Name		Title	

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A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

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If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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"General Decision Number: CA20220007 08/05/2022

Superseded General Decision Number: CA20210007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the

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		applicable wage rate listed	
		on this wage determination,	
		if it is higher) for all	
		hours spent performing on	
		that contract in 2022.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	01/28/2022
4	02/04/2022
5	02/18/2022
6	02/25/2022
7	03/25/2022
8	04/01/2022
9	06/03/2022
10	07/01/2022
11	07/15/2022
12	07/22/2022
13	07/29/2022
14	08/05/2022

ASBE0016-001 01/01/2021

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of		

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all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)
Area 1.....$ 74.16 23.58
Area 2.....$ 46.81 33.50

ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1	$ 30.45	10.60
AREA 2	$ 36.53	9.27

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 49.62	41.27
(2) Remaining Counties	$ 45.60	38.99

BRCA0003-001 08/01/2021

	Rates	Fringes
MARBLE FINISHER	$ 37.72	17.64

BRCA0003-004 05/01/2021

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,

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SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1	$ 47.24	22.13
AREA 2	$ 49.78	27.34

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2021

	Rates	Fringes
TERRAZZO FINISHER	$ 39.95	18.46
TERRAZZO WORKER/SETTER	$ 53.03	28.34

BRCA0003-010 04/01/2019

	Rates	Fringes
TILE FINISHER		
Area 1	$ 27.31	14.75
Area 2	$ 27.10	16.50
Area 3	$ 29.94	16.38
Area 4	$ 28.06	15.82
Tile Layer		
Area 1	$ 45.51	17.64
Area 2	$ 45.15	19.06
Area 3	$ 49.90	19.16
Area 4	$ 46.77	19.08

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador

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AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2021

	Rates	Fringes
MARBLE MASON	$ 53.17	29.10

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	$2.00 per foot
101 to 150 ft	$3.00 per foot
151 to 220 ft	$4.00 per foot
221 ft.-deeper	$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for

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that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

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CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

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Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

ELEC0180-001 06/01/2021

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.69	3%+24.38
ELECTRICIAN	$ 53.06	3%+24.38

ELEC0180-003 12/01/2021

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NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 43.71	3%+22.65
Technician	$ 50.27	3%+22.65

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 29.35	3%+15.35
Sound & Communications Technician	$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance,

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background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0340-003 06/01/2021

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 41.56	32.49
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 42.50	20.95

ZONE RATE:

70-90 miles - $8.00 per hour
91+ miles - $10.00 per hour

ELEC0551-004 06/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 55.60	28.06

ELEC0551-005 12/01/2021

MARIN & SONOMA COUNTIES

Not for Construction
For Council Approval

	Rates	Fringes
Sound & Communications		
Installer	$ 43.71	23.96
Technician	$ 50.27	24.16

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2021

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 38.49	17.74

ELEC0659-008 02/01/2020

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 60.28	4.5%+19.40
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 53.82	4.5%+19.40
(3) Tree Trimmer	$ 37.84	4.5%+14.30
(4) Line Equipment Man	$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen	$ 40.37	4.5%+14.30
(6) Groundman	$ 33.37	4.5%+14.30

Not for Construction
For Council Approval

* ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC	$ 74.54	36.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/20/2020

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman	$ 44.92	34.35

Not for Construction
For Council Approval

(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 43.80 34.35
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 40.50 34.35
AREA 2:
(1) Leverman.....$ 51.88 34.35
(2) Dredge Dozer; Heavy
duty repairman.....$ 46.92 34.35
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 45.80 34.35
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 42.50 34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

Not for Construction
For Council Approval

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

Not for Construction
For Council Approval

TEHAMA COUNTY:
  Area 1: All but the Western border with Mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeastern border with
  Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

  GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

  GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

Not for Construction
For Council Approval

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

Not for Construction
For Council Approval

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

Not for Construction
For Council Approval

TEHAMA COUNTY:
  Area 1: All but the Western border with mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeaster border with
  Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 51.42	31.15
GROUP 2	$ 49.89	31.15
GROUP 3	$ 48.41	31.15
GROUP 4	$ 47.03	31.15
GROUP 5	$ 45.76	31.15
GROUP 6	$ 44.44	31.15
GROUP 7	$ 43.30	31.15
GROUP 8	$ 42.16	31.15
GROUP 8-A	$ 39.95	31.15
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15

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GROUP 2
Cranes.....$ 50.54 31.15
Oiler.....$ 42.83 31.15
Truck crane oiler.....$ 45.07 31.15
GROUP 3
Cranes.....$ 48.80 31.15
Hydraulic.....$ 44.44 31.15
Oiler.....$ 42.55 31.15
Truck crane oiler.....$ 44.83 31.15
GROUP 4
Cranes.....$ 45.76 31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1
Lifting devices.....$ 52.64 31.15
Oiler.....$ 43.38 31.15
Truck Crane Oiler.....$ 45.66 31.15
GROUP 2
Lifting devices.....$ 50.82 31.15
Oiler.....$ 43.11 31.15
Truck Crane Oiler.....$ 45.41 31.15
GROUP 3
Lifting devices.....$ 49.14 31.15
Oiler.....$ 42.89 31.15
Truck Crane Oiler.....$ 45.12 31.15
GROUP 4
Lifting devices.....$ 47.37 31.15
GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5
Cranes.....$ 46.70 31.15

Not for Construction
For Council Approval

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)

SHAFTS, STOPES, RAISES:		
GROUP 1	$ 47.52	31.15
GROUP 1-A	$ 49.99	31.15
GROUP 2	$ 46.26	31.15
GROUP 3	$ 44.93	31.15
GROUP 4	$ 43.79	31.15
GROUP 5	$ 42.65	31.15
UNDERGROUND:		
GROUP 1	$ 47.42	31.15
GROUP 1-A	$ 49.89	31.15
GROUP 2	$ 46.16	31.15
GROUP 3	$ 44.83	31.15
GROUP 4	$ 43.69	31.15
GROUP 5	$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push

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cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation

Not for Construction
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and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge

Not for Construction
For Council Approval

pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

Not for Construction
For Council Approval

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

Not for Construction
For Council Approval

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 34.58	24.81
Ornamental, Reinforcing and Structural	$ 41.00	33.45

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0067-001 06/27/2022

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer	$ 27.05	13.50
LABORER (Lead Removal)		
Marin County	$ 35.37	26.95
Remaining Counties	$ 34.37	26.95

LABO0067-005 06/27/2017

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 29.54	22.17
Area B	$ 28.54	22.17
Traffic Control Person I		
Area A	$ 29.84	22.17
Area B	$ 28.84	22.17
Traffic Control Person II		
Area A	$ 27.34	22.17
Area B	$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

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temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 34.09	24.41

LABO0185-005 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute

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materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 30.01	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the

Not for Construction
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applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling

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of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

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For Council Approval

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2021

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 07/01/2021

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

Not for Construction
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GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.45	22.20

LABO0261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20

Not for Construction
For Council Approval

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying,

Not for Construction
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dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

Not for Construction
For Council Approval

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

Not for Construction
For Council Approval

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2021

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

Not for Construction
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LAB00324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.45	22.20

Not for Construction
For Council Approval

LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer;

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Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Not for Construction
For Council Approval

Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair

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track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2021

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

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PAIN0016-004 01/01/2021

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 45.22	25.48

PREMIUMS:
EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 07/01/2021

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 50.78	28.09

PAIN0016-007 01/01/2021

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes

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Painters:.....$ 35.88 21.16

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.60	27.43

PAIN0169-004 01/01/2022

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER	$ 54.77	31.45

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* PAIN0567-001 07/01/2021

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller	$ 31.80	13.54
Spray Painter & Paperhanger	$ 33.39	13.54

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr

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Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 31.01	15.48

PAIN0567-010 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 35.20	14.02
(2) Steeplejack - Taper, over 40 ft with open space below	$ 36.70	14.02

PAIN0767-004 01/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 41.78	33.09

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PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2021

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 39.48	16.98
GROUP 2	$ 33.56	16.98
GROUP 3	$ 33.95	16.98

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2021

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 41.81	23.39

PLAS0300-003 07/01/2018

	Rates	Fringes

Not for Construction
For Council Approval

PLASTERER
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....$ 32.70 31.68
AREA 355: Marin.....$ 36.73 31.68
AREA 355: Napa & Sonoma Counties.....$ 32.70 31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 32.15	23.27

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* PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE.....	$ 82.00	48.18

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* PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes

Not for Construction
For Council Approval

Landscape/Irrigation Fitter
(Underground/Utility Fitter).....$ 69.70 33.15

PLUM0228-001 07/01/2022

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER	$ 44.00	36.99

PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	20.40
All Other Work	$ 58.00	40.48

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes

Not for Construction
For Council Approval

PLUMBER/PIPEFITTER.....$ 47.54 17.11

PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

PLUM0442-003 07/01/2022

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 49.75	34.49

PLUM0447-001 07/01/2022

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 58.37	28.00
Light Commercial Work	$ 36.23	17.72

ROOF0081-006 08/01/2021

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 47.17	19.86

ROOF0081-007 08/01/2021

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

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	Rates	Fringes
Roofer	$ 41.23	19.61

SFCA0483-003 01/01/2022

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 70.55	35.39

SFCA0669-003 04/01/2022

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 44.36	26.83

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 55.92	45.29
All other work	$ 64.06	46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 47.85	41.90

SHEE0104-010 07/01/2020

AlPINE COUNTY

Not for Construction
For Council Approval

	Rates	Fringes
SHEET METAL WORKER.....	$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under.....	$ 35.16	35.88
Mechanical Jobs over $200,000.....	$ 46.60	40.21

TEAM0094-001 07/01/2021

	Rates	Fringes
Truck drivers:		
GROUP 1.....	$ 35.15	31.42
GROUP 2.....	$ 35.45	31.42
GROUP 3.....	$ 35.75	31.42
GROUP 4.....	$ 36.10	31.42
GROUP 5.....	$ 36.45	31.42

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FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

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GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

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and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

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(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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Equal Employment Opportunity Certification

Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

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upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term "applicant".

(a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.

(b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensured that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2)The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee , or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amende, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

(a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding $10,000.

(2) Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;

(3)Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States in involved. To the extent that work pursuant to such contracts is done within the Untied States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for ore than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.

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CONTRACTOR'S NOTIFICATION OF SUBCONTRACTS

Community Development Block Grant (CDBG) Program

COVERED AREA: _Placer County, CA_____

MONTH OF: _____

Subcontractor's Name/Address	Contract Project Number	Contract Amount	Start Date (Estimate)	Completion Date (Estimate)	Crafts to be Covered

The undersigned hereby certifies that: (a) The Equal Opportunity Clauses are indicated in each of the Listed Subcontracts; (b) Each subcontractor or lower tier subcontractor has been notified in writing prior to their beginning construction, of his respective obligations under the Affirmative Action Requirements, if applicable.

Signed		Date	
Name		Title	

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Contractor's List of Federal and Non-Federal Work in Covered Area

Community Development Block Grant (CDBG) Program

COVERED AREA: PLACER COUNTY
DATE: _____

CONTRACTOR'S NAME: _____
ADDRESS: _____
_____

WORK IN PROCESS – FEDERAL FUNDS

Name of Funding Agency	Project Name and Location*	Project Number	Dollar Amount	Start Date	Completion Date

WORK IN PROCESS – NON FEDERAL FUNDS

Contract with Which Agency	Project Name and Location*	Project Number	Dollar Amount	Start Date	Completion Date

*Location must include street address and city.
This format meets the requirements of E.O. 11246, as amended, 5/8/78.

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MBE-WBE Business Enterprise Certification

Community Development Block Grant (CDBG) Program

I have taken affirmative action to seek out and consider minority and women's business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

Name and Address of MBE/WBE Firms Contractor Anticipates Utilizing*	Category of Work	Dollar Value of Participation

**Please indicate whether business is owned by a minority or a woman.*

Total Bid Amount: _____

Total Subcontract Amount: _____

MBE/WBE Subcontract Amount: _____

Signed		Date	
Name		Title	

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Contractor/Subcontractor Certification Regarding Eligibility for Award

Community Development Block Grant (CDBG) Program

Project	
Prime Contractor	
Firm/CSLB#	
Firm Address	

The contractor/subcontractor firm named above certifies that neither the contractor/subcontractor, nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from receiving an award of federal funds by any federal agency or department, or by any recipient of a federal award.

Likewise, neither the contractor/subcontractor, nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from receiving an award of state funds by any agency or department of the State of California, or by any recipient of a state award.

The contractor/subcontractor shall obtain this certification from all lower tier subcontractors and furnish signed certifications to the City of Roseville.

I hereby certify the above.

Signed		Date	
Name		Title	

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Certification of Lobbying Restrictions
Community Development Block Grant (CDBG) Program

Project	
Firm/CSLB#	
Firm Address	

I, _____, hereby certify on behalf of
(name and title of bidder's official)

_____ that:
(name of bidder)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form- LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____ day of _____, _____.

Signed		Date	
Name		Title	

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Section 3 Fact Sheet and Acknowledgement

Community Development Block Grant (CDBG) Program

Project	
Prime Contractor	
Firm/CSLB#	
Firm Address	

This project is funded with Community Development Block Grant (CDBG) Program funds. The work is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701. Section 3 is implemented through HUD regulations at 24 CFR 135.

The goal is to ensure that to the greatest extent feasible, funds subject to the Act provide employment and contracting opportunities to low-income persons and business owners.

Section 3 also requires that any new hiring by the Section 3-covered project include the recruitment of low-income persons living in the project area.

For the purpose of recruiting local and low-income persons, Section 3 goals are met by directing hiring efforts towards residents of public housing and persons who are low-income according to the published HUD income limit for a low-income household adjusted for family size. (Please see the attached.) Recruitment efforts should be directed towards persons within Roseville and Placer County.

For the purposes of hiring local and low-income persons, Section 3 goals are met by hiring residents of public housing and persons who are low-income according to the published HUD income limit for a low-income household adjusted for family size.

For the purposes of contracting, a business must meet one of the following tests to meet Section 3 goals.
Be majority-owned (51% or more) by Section 3 residents (see above).
Have in its employ permanent, full-time employees, at least 30 percent of whom currently qualify as Section 3 residents, or qualified within three years of the date of first employment.
Provide evidence of a commitment to subcontract at least 25% of the contract value to firms who meet either (1) or (2) above.

Bidders who wish to be considered for Section 3 preference must submit Section 3 Qualification(s) with supporting documentation.

All bidders must submit a Section 3 Questionnaire estimating the number of new hires required.

Section 3 goals and compliance with Section 3 will be part of the construction contract. The awarded bidder will be required to pass-through Section 3 requirements to all subcontractors.

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Section 3 eligibility will be verified and compliance will be monitored. Failure to comply or fraudulent statements or documentation may be grounds for disqualification from future contracting opportunities with the City of Roseville. Section 3 firms must be appropriately qualified to perform the subcontracted work. Section 3 firms may not subcontract work and still qualify as Section 3 firms.

The undersigned hereby acknowledges the above Section3 requirements.

Signed		Date	
Name		Title	

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Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title

Signature	Date
X	

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Section 3 Hiring Plan

Community Development Block Grant (CDBG) Program

Project	
Prime Contractor	
Firm/CSLB#	
Firm Address	

Contractor/Subcontractor	Trade/Work Classification	Workforce Needed (persons)	Existing Workforce	Anticipated New Hires

I hereby certify that the estimates of workforce needs above are as accurate as possible based on the bid specifications provided by the City of Roseville. I also agree to undertake a good faith effort to comply with Section 3 and affirmative hiring requirements for new hires should my firm be awarded a contract for this project.

Signed		Date	
Name		Title	

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DRAWINGS

Project: Johnson Poolhouse Renovation

Johnson Pool House Remodel dated 08/05/22 by
Jeff Katz Architecture.

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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.

[L:\agreement\form agreements\Project Manuals\buildings & grounds.docx; 3/8/2022]

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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.

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(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

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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

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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.

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DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA

April, 2022

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

Dear Vendor:

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

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

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

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

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

Not for Construction
For Council Approval

COUNCIL COMMUNICATION

CC #: 2276
File #: 0203-13-1

Title: Asphalt Sealant and Filler - Annual Blanket Purchase Order
Contact: Jerry Dankbar 916-774-5793 jdankbar@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve an annual blanket purchase order to Crafco, Inc. for asphalt sealant and fillers.

Pending future Council approved budgets, staff also requests authorization to continue utilizing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Public Works Street Maintenance Division has a recurring demand for Crafco crack sealant pavement preservation products. Crafco offers a wide variety of pavement patching products for applications in all climatic conditions and temperatures. Crafco was chosen because of the prices and quality of materials. In the past, Street Maintenance has used other brands and nothing has performed as well as Crafco products. Streets has also used the Crafco spray injection patching machine for the past 19 years and found the equipment is much better than the competition when it comes to reliability and ease of use for the crews.

The Sourcewell cooperative purchasing contract being used to purchase this sealant product has an initial contract period through October 11, 2025. This contract allows for one optional renewal after that through October 11, 2026. Staff requests authorization to continue utilizing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest. Upon expiration of the initial contract, City staff will perform an evaluation of the terms, conditions, and pricing of any renewed contract. If the renewed contract continues to best meet the City's needs at the time, staff requests the ability to renew with the vendor contingent upon having a Council approved budget.

FISCAL IMPACT

The total estimated cost for yearly pavement patching products is $250,000 per year. Funding is included in the Public Works Street Maintenance Division FY2022-23 budget and will be included in future budgets pending City Council approval.

ENVIRONMENTAL REVIEW

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

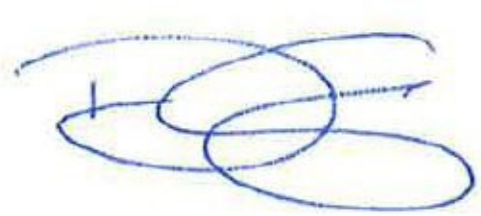
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jerry Dankbar, Street Maintenance Manager

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-334

RESOLUTION NO. 22-334

APPROVING AN ANNUAL PURCHASE ORDER FOR THE PURCHASE OF ASPHALT SEALANT AND FILLER

WHEREAS, an annual purchase order for the purchase of asphalt sealant and filler, between the City of Roseville and Crafco, Inc., has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that three (3) additional one (1) year renewals are hereby approved without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 2273
File #: 0203-07

Title:	Heating, Ventilation, and Air Conditioning Services - Contract Purchase Agreements
Contact:	Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt resolutions authorizing the City Manager to sign contract purchase agreements with ACCO Engineered Systems, Inc. and Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy to provide Heating, Ventilation and Air Conditioning (HVAC) repair and replacement services on an as-needed basis. These agreements would allow four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the contracts without further Council approvals, provided that the applicable budget is approved each year, until the contracts expire or until City staff determines that continuing with the same vendors is not in the City's best interest.

BACKGROUND

The Environmental Utilities Department released HVAC Services Request for Proposals (RFP) 08-096 to solicit proposals intended for the repair and replacement of HVAC equipment on an as-needed basis. These contracts will be utilized to repair and replace aging HVAC systems that fall outside the scope of the City of Roseville's current Central Services maintenance contract (i.e. treatment plant out-buildings, pump and lift stations and well sites). Qualified proposals were evaluated based on qualifications/experience, understanding of the project, cost, and the overall proposal. ACCO Inc. and EMCOR Services were ranked first and second in all categories.

FISCAL IMPACT

The estimated annual cost of service is $250,000 per contractor with funding from the Environmental Utilities Department's FY2022-23 Operations Budget. Projected spending for optional renewal years is as follows: $500,000 FY2023-24, $500,000 FY2024-25, $500,000 FY2026-27, and $500,000 FY2027-28.

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 contract purchase agreements for HVAC services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

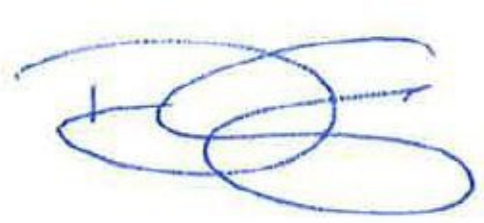
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-331

ACCO Contract

Resolution 22-332

EMCOR Services Contract

RESOLUTION NO. 22-331

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ACCO ENGINEERED SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002395) for heating, ventilation and air conditioning services, between the City of Roseville and ACCO Engineered Systems, Inc., has been reviewed by the Council; and

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3002395

Supplier Details:

Company	ACCO Engineered Systems Inc
Contact	Tracey Jans
Address	9290 Beatty Drive
	Sacramento, CA 95826

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3002395

Agreement	3002395
Agreement Date	12-JUL-2022
Revision	0
Agreement Amount	250,000.00 USD

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**ACCO Engineered Systems Inc** 9290 Beatty Drive Sacramento, CA 95826
Phone:	(916) 774-5488	**Phone:**	()
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	Tjans@accoes.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-096 AND CONTRACTOR'S PROPOSAL THERETO TITLED HVAC SERVICES RFP 08-096 DATED 5/26/22 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-096 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT BLAINE WIEGEL AT 916-746-1833 OR BY EMAIL AT BWIEGEL@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	13269	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
18-Aug-2022	**17-Aug-2023**	**Tiffany Valdez** Phone **1-916-774-5708**

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
    c. Additional Insureds. Contractor shall also provide a separate endorsement or

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

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

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

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

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

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

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

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently

established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00807163

Contractor License No. 120696

DIR Registration No. 1000000546

Check mark the applicable company type below:

__X__ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	ACCO Engineered Systems, Inc.
DATE 7/13/22	Hugh Palmer Assistant Secretary

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	Hugh Palmer Assistant Secretary
Title:	

Supplier	
Signature:	
Print Name:	
Title:	Jeffrey R. Mans Corporate President & Chief Executive Officer

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

RESOLUTION NO. 22-332

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002398) for heating, ventilation and air conditioning services, between the City of Roseville and Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy, has been reviewed by the Council; and

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3002398

Supplier Details:

Company	Mesa Energy Systems Inc dba Emcor Services Mesa Energy
Contact	Kendrick Kiefert
Address	3906 Kristi Court
	Sacramento, CA 95827

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3002398

Agreement	**3002398**
Agreement Date	**12-JUL-2022**
Revision	**0**
Agreement Amount	**250,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Mesa Energy Systems Inc dba Emcor Services Mesa Energy
3906 Kristi Court

Sacramento, CA 95827
Phone: ()
Fax: ()
Email: kkiefert@emcor.net

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-096 AND CONTRACTOR'S PROPOSAL THERETO TITLED RFP 08-096 HVAC SERVICES DATED 5/23/22 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-096 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT BLAINE WIEGEL AT 916-746-1833 OR BY EMAIL AT BWIEGEL@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12596	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
18-Aug-2022	**17-Aug-2023**	**Tiffany Valdez** Phone **1-916-774-5708**

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
    c. Additional Insureds. Contractor shall also provide a separate endorsement or

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

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

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

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

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

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

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

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently

established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 828585

Contractor License No. 611215

DIR Registration No. 1000002425

Check mark the applicable company type below:

X **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	Mesa Energy Systems, Inc.
DATE	7/13/22

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	Stephen Hunt
Title:	CFO

Supplier	
Signature:	
Print Name:	Ronald Hickey
Title:	EVP

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

COUNCIL COMMUNICATION

CC #: 2303
File #: 0900-04 & 0201-01

Title:	Cirby Creek Bank Stabilization Project - Award of Contract and Budget Adjustment
Contact:	Joe Arino 916-774-5460 jarino@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council:

1. Award the Cirby Creek Bank Stabilization Project to the low bidder, B&M Builders, Inc. for $245,465 and adopt a resolution authorizing the City Manager to execute the agreement and provide change order authority of 15% of the contract amount ($36,820); and

2. Adopt an ordinance to approve a budget adjustment in the amount of $125,000 from the Highway Users Tax Fund to fully fund project construction.

BACKGROUND

The scope of this project includes repairing of the erosion of the adjacent properties, reconstructing the storm drain pipe and creek outfall, and stabilizing the eroding creek bank within the City's open space due to a public storm drain pipe and outfall failure behind the residence at 610 Juanita Way.

At the June 1, 2022 meeting, Council approved the plans and specifications for the project and authorized staff to call for bids. The bid opening was held on July 11, 2022 and a total of two bids were received.

The engineer's estimate and bids are as follows:
Engineer's estimate: $182,000
B&M Builders, Inc.: $245,465
Hanford Applied Restoration & Conservation: $269,545

Staff has reviewed the low bid from B&M Builders, Inc. and has found it to be complete and in order.

Construction will begin in September of 2022 and is scheduled to be completed by November of 2022.

Public Outreach

Public Works will be working with the Public Affairs & Communications Department to share timely project information with affected properties. This may include, but is not limited to, mailers and/or door

hangers. Notifications will explain the purpose of the work, timeline, what to expect, and contact information should there be questions or concerns.

FISCAL IMPACT

The project is currently funded by $20,000 in Gas Tax Funds and $259,000 in Highway Users Tax (HUT) Fund resources appropriated with the adoption of the FY2022-23 budget. Due to higher than expected bids, a budget adjustment of $125,000 from the HUT Fund is required to fully fund construction, change order authority, inspection, and staff costs. This budget adjustment will bring the total project budget to $404,000 ($79,000 for design and $325,000 for construction). No General Fund resources are allocated for this project.

ENVIRONMENTAL REVIEW

Council approval of bid documents is an action that is subject to CEQA. Project level CEQA compliance for the Cirby Creek Bank Stabilization Project was accomplished with preparation of the Routine Maintenance Agreement Initial Study/Mitigated Negative Declaration (RMA IS/MND), adopted by City Council on December 7, 2016 (SCH No. 2016092050). Because the Cirby Creek Bank Stabilization Project is consistent with the project evaluated in the RMA IS/MND, no new effects would be expected to occur and all applicable mitigation measures from the RMA IS/MND will be implemented. As such, no additional CEQA action is required at this time.

Because the project is located within riparian and streambed habitat, the City obtained permits as required from federal and state regulatory resource protection agencies. Although impacts to biological resources will be minimized to the extent feasible, to compensate for temporary impacts to 0.01 acre of streambed habitat, the Central Valley Regional Water Quality Control Board 401 Water Quality Certification requires the purchase of 0.01 acre of streambed habitat credits. The calculated cost of the credits is $3,750.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joe Arino, Assistant Engineer

Jason Shykowski, Public Works Director





Dominick Casey, City Manager

ATTACHMENTS:

Description

Exhibit A - Area Map

Resolution 22-357

Agreement

Ordinance 6551

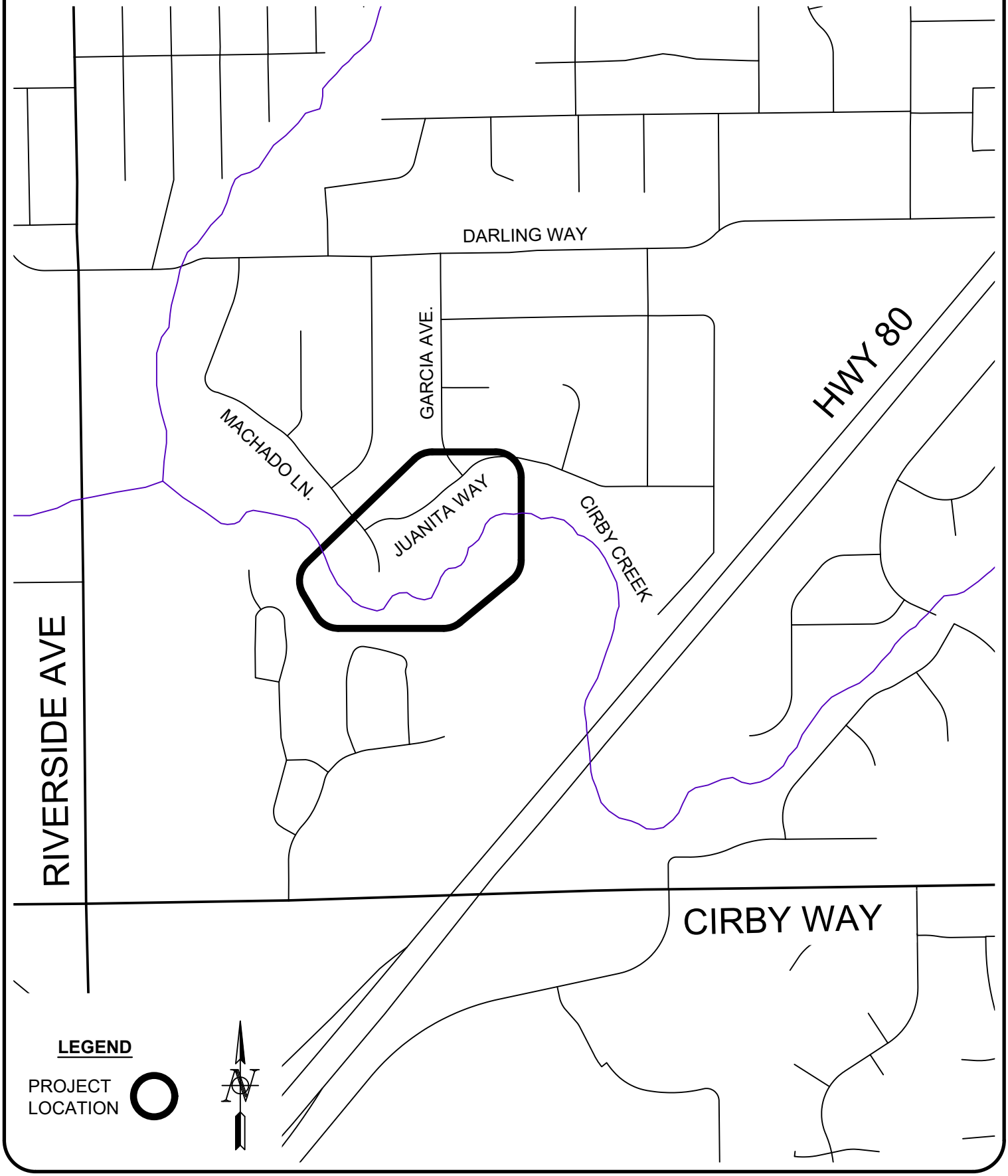
Budget Adjustment

Bid Summary

"EXHIBIT A"

CIRBY CREEK BANK STABILIZATION PROJECT

VICINITY MAP



RESOLUTION NO. 22-357

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND B&M BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the Cirby Creek Bank Stabilization Project, by and between the City of Roseville and B&M Builders, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed fifteen percent (15%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

AGREEMENT

THIS AGREEMENT, is made and entered into this _____day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and B&M Builders, Inc., a Corporation, ("CONTRACTOR"); and

WITNESSETH:

WHEREAS, the City Council of the CITY, at a meeting held on the 1st day of June, 2022, approved plans and specifications for the Cirby Creek Bank Stabilization Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 11th day of July, 2022; 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 7th day of September, 2022, 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 Cirby Creek Bank Stabilization Project in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR Two-hundred forty-five thousand, four-hundred sixty-five dollars ($245,465) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $ 1,000 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 40 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
Public Works - Engineering	B&M Builders, Inc.
311 Vernon St.	11330 Sunrise Park Dr, Ste C
Roseville, CA 95678	Rancho Cordova, CA 95742
916-746-1300	916-638-8626

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

B&M Builders, Inc., a Corporation

BY: Patrick Mullen
its: President / Secretary

and

ATTEST:

BY: Jonathan Baum
its: CEO / CFO

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: JASON SHYKOWSKI

Title: Public Works Director

ORDINANCE NO. 6551

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 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 2022-23, is hereby amended as listed on the attached budget adjustment for the Cirby Creek Bank Stabilization Project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Joe Arino, Assistant Engineer | FISCAL YEAR: 2022-23

PREPARER NAME & TITLE: Joe Arino, Assistant Engineer | COUNCIL DATE (if applicable): 9/7/2022

DEPARTMENT/DIVISION: Public Works Engineering | ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	5301	84001	500162	110,000	Project Budget for Construction
2305	5080	84001	500162	15,000	Project Budget for Labor
			TOTAL	125,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

	NET ADJUSTMENT	125,000

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305				(125,000)	Reduce Highway Users Tax Fund Balance
			TOTAL	(125,000)	

Justification for Budget Adjustment:

This budget adjustment is requested to fund the construction of the 500162 - Cirby Creek Bank Stabilization Project. The scope of this project consists of repair of the erosion of the adjacent properties, reconstruction of the storm drain pipe and creek outfall behind the residence at 610 Juanita Way, and stabilization of the eroding creek bank within the City's open space.

The current budget for 500162 - Cirby Creek Bank Stabilization Project is $279,000 which consists of $20,000 [2301 - State Gas Tax] and $259,000 [2305 - Highway Users Tax].

This budget adjustment will bring the total project budget to $404,000 - $20,000 [2301 - State Gas Tax] and $384,000 [2305 - Highway Users Tax].

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

RFQ # 15-105

DATE: July 11, 2022

TIME: 3:00 PM

BID BOND REQUIRED: Yes

BID SUMMARY SHEET

BID OPENING FOR:

Cirby Creek Bank Stabilization Project

CITY OF ROSEVILLE CALIFORNIA

Bidders Name City, State	Addendum 1	Bid Bond	Grand Total
Hanford Applied Restoration & Conservation Petaluma, CA		✓	$269,545.00 bb
B+M Builders Rancho Cordova, CA		✓	$245,465.00 bb

Please Sign-In

Staff	*Visitors (Name & Company)*	*Visitors (Name & Company)*
Katrina Six		
Melissa Lipp		
Joe Arino		
Joe Speaker		
Noah Siviglia		

COUNCIL COMMUNICATION

CC #: 2304
File #: 0800-04

Title:	Custodial Services - Professional Services Agreement Amendment
Contact:	Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve the Sixth Amendment to Professional Services Agreement with EMMS, Inc., dba Elite Maintenance Management Systems, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

On February 7, 2018, Council adopted resolutions to authorize the City Manager to sign two professional services agreement Amendments. One was with EMMS, Inc., dba Elite Maintenance Management Systems, and the other was with Universal Building Services and Supply Co. These contracts provide citywide custodial services as well as floor care services in accordance with Request for Proposals No. 01-018. The Sixth Amendment is to increase the contract authority for custodial services at the Civic Center, Johnson Indoor Pool, and Legacy Building for the remainder of this year's contract.

FISCAL IMPACT

This Sixth Amendment with EMMS, Inc. will provide for needed increased contract custodian coverage for the remainder of the fiscal year. The amendment will increase the contract value by $105,084.11 to a total multi-year not-to-exceed amount of $1,170,727.62. This contract is in its final year of optional renewals. Funding for the contract amendment is included in the Facility Services Fund budget for FY2022-23.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

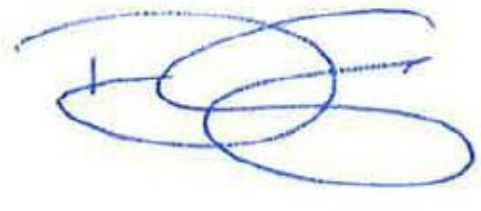
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Darci Carpenter, Administrative Technician

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-359

PSA 6th Amendment

RESOLUTION NO. 22-359

APPROVING A SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EMMS, INC. DBA ELITE MAINTENANCE MANAGEMENT SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a sixth amendment to professional services agreement for custodial services, by and between the City of Roseville and EMMS, Inc. dba Elite Maintenance Management Systems, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

SIXTH AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

Project: Custodial Services

THIS SIXTH AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and EMMS, Inc. dba Elite Maintenance Management Systems, 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 February 7, 2018, amended January 25, 2019, amended January 6, 2020, amended December 2, 2020, amended February 4, 2021, and amended February 16, 2022 ("Agreement") regarding custodial services ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated May 11, 2022, 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 Sixth Amendment to Agreement.

2. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay one hundred five thousand, eighty-four dollars and eleven cents ($105,084.11), in consideration of the additional services as set forth in Exhibit "A" to the Sixth Amendment to Agreement. This brings the total not to exceed contract amount to one million, one hundred seventy thousand, seven hundred twenty-seven dollars and sixty-two cents ($1,170,727.62)."

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 Sixth 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 Sixth Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

EMMS, INC. dba ELITE MAINTENANCE MANAGEMENT SYSTEMS, a California corporation

BY: _____
its: President

and

[SIGNATURES CONTINUED ON NEXT PAGE]

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT "A"

Facility Address	Facilities Usage	Appx. SQFT	Days of Service	Daily Labor HRs	Monthly Labor HRs	2022 Proposed Monthly	# of months / year	2022 Proposed Annual Cost	
316 Vernon Street First Floor	Office	12000	M-F	2	43.3	$1,060.85	12	$12,730.20	
316 Vernon Street Second Floor Sierra College	Office / Education	20000	M-Sat	5	129.9	$3,182.55	12	$38,190.60	
316 Vernon Street Third Floor	Office / Education	20000	M-F	5	108.25	$2,652.13	12	$31,825.50	
316 Vernon Street Fourth Floor	Office / Education	20000	M-F	4	86.6	$2,121.70	12	$25,460.40	
Main Library - 225 Taylor Street	Library	31000	M - Sat	4	103.92	$2,546.04	12	$30,552.48	
Maidu Library – 1530 Maidu Drive	Library	10000	M - Sat	1	25.98	$636.51	12	$7,638.12	
Maidu Community Center - 1550 Maidu	Community Center	23000	M - Sun	5	151.55	$3,712.98	12	$44,555.70	
- 1960 Johnson Ranch Drive	Interpretive Center	4000	M - F	1	21.65	$530.43	12	$6,365.10	
- 1970 Johnson Ranch Drive	Museum	11000	M - F	2.5	54.125	$1,326.06	12	$15,912.75	
Train Station - 201 Pacific Street	Amtrak Station	500	M - F	0.5	10.825	$265.21	12	$3,182.55	
Water Treatment Plant, Barton Rd.	Office	1500	M -W- F	2	25.98	$636.51	12	$7,638.12	
Johnson Pool	Pool	1500	M - S / June - Aug	1.5	38.97	$954.77	3	$2,864.31	
Luis &Orlando Bus Stop	Restroom		M-Sun	NA	NA	$700.00	12	$8,400.00	added 8/2021 flat rate
Civic Center - 1st floor -increased 4 to 6 hours eff 4/1/2022	Office		M-F	6	129.9	$3,182.55	10	$31,825.50	
Legacy Building (1st floor except USPS, all 2nd floor, 3rd & 4th floor restrooms only)	Office		M-F	10.75	232.75	$5,702.06	10	$57,020.60	
Sub Total 1		154500		50.25	1163.7	**$29,210.34**		**$324,161.93**	
add $15,000 for floor care projects for lack of having in house custodian								$339,161.93	
add 5%								$356,120.03	

COUNCIL COMMUNICATION

CC #: 2295
File #: 0721

Title:	Microtransit Services for Roseville Transit - Contract Purchase Agreement
Contact:	Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement with Spare Labs, Inc. for the implementation of Microtransit services for Roseville Transit.

BACKGROUND

Roseville Transit participated in a joint procurement initiated by Placer County to select a vendor to provide Microtransit software and technology. Microtransit is a widely used term in the transit industry that describes an on-demand shuttle service using smaller transit vehicles, such as Roseville Transit's dial-a-ride vehicles, from which passengers can request a ride using a smartphone, computer, or voice telephone. The rides are then scheduled using the software provided by a Microtransit company. Similar to well-known Uber and Lyft services, the passenger is notified of the pick-up time and vehicle location.

Placer County, working closely with the City of Roseville, sent out a Request for Proposals (RFP) on December 10, 2021. Nine proposals were received by the January 27, 2022 deadline. An evaluation panel made up of staff from the City of Roseville, Placer County, City of Auburn, City of Lincoln and the Placer County Transportation Planning Agency (PCTPA) reviewed the proposals and interviewed three of the proposing firms on March 1, 2022. On March 16, 2022, Placer County's Procurement Services Division notified the firms regarding the panel's intent to begin contract negotiations with the top firm. No bid protests were received from any of the firms.

The City of Roseville, Placer County, the City of Auburn, and PCTPA began meetings with the top firm, Spare Labs Inc., to discuss the final scope of work, pricing, and the project timeline. Spare Labs Inc. has been in business for six years and currently operates within 100 transportation systems worldwide and 65 in North America. Examples provided in Spare Lab's proposal included Dallas, Texas; Ashland, Oregon; Kansas City, Missouri; Lincoln, Nebraska; Eden Prairie, Minnesota; and Calaveras County, California. Spare Labs also provides Microtransit technology for an ongoing pilot project for the Washoe Regional Transportation Commission in Reno, Nevada.

All of the public transit providers in Placer County have been providing demand response transit service in some form for over thirty years. Roseville Transit refers to this service as dial-a-ride. As the name implies, passengers call a reservationist to reserve a ride. Dial-a-ride supports and complements the fixed route bus services by serving people with disabilities that are not able to use the fixed route buses or are traveling in areas far away from bus stops. For Roseville Transit, rides are reserved one to 14 days in advance, and passengers share their ride with other passengers traveling in the same general direction. While Microtransit will still enable people to reserve a ride days in advance, this technology allows passengers to do same-day reservations as well using the convenience of their smartphone or computer and then be able to continuously track the arrival time of the Microtransit van. The call-in option would continue to be available for those who would prefer to make their reservation over the telephone.

The scope of services in the contract with Spare Labs Inc. includes the development of service zones using simulation software and performance parameters. The expectation is that Microtransit will serve a section of the City, such as the Maidu area or West Roseville to test the technology and determine the level of success. The area of the initial service will be determined by staff following review of the Spare Lab's simulation. If successful, staff expects to expand the service within the City to make it available to more residents. The launch of this Microtransit program, which is expected later this year, is planned to initially be implemented using existing dial-a-ride buses. However, staff recently received a grant to purchase four battery electric Microtransit vans that will provide a unique look for the program and will replace the dial-a-ride buses once they arrive later this year or early next year.

FISCAL IMPACT

The three-year contract with Spare Labs Inc. is for a not-to-exceed amount of $130,504. Funding for this Microtransit project would be covered by a combination of federal pandemic relief funds and Local Transportation Funds. No General Fund resources will be used for this request.

ENVIRONMENTAL REVIEW

The proposed actions are administrative activities for funding and are therefore not projects pursuant to California Environmental Quality Act (CEQA) Guidelines section 15378 and are exempt under section 15061(b)(3). The proposed actions are also statutorily exempt from CEQA pursuant to Public Resources Code section 21080(b)(10).

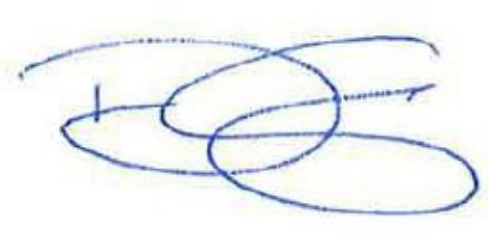
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Ed Scofield, Alternative Transportation Manager

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-349

Spare Labs Contract

RESOLUTION NO. 22-349

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SPARE LABS INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002409), for Microtransit Services for Roseville Transit, by and between the City of Roseville and Spare Labs Inc., has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

DocuSign Envelope ID: 16562D43-D815-48A9-8E94-CD84944CAE88

Contract Purchase Agreement 3002409

Supplier Details:

Company	Spare Labs Inc
Contact	Anna Soboleva
Address	815 West Hastings St Ste 810
	Vancouver, V6C1B4

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

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Contract Purchase Agreement 3002409

Agreement	**3002409**
Agreement Date	**29-JUL-2022**
Revision	**0**
Agreement Amount	**118,640.00 USD**

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

Supplier
Spare Labs Inc
815 West Hastings St Ste 810

Vancouver, V6C1B4
Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials

The supplier shall provide the services called for under the South Placer Microtransit Software Solution Implementation (RFP) 20233 and Spare Labs, Inc proposal dated 1/27/22. The terms and scope of work of the South Placer RFP 20233, "Exhibit A - Scope of Services", "Roseville Cost Estimate" and supplier's proposal are herein made part of this contract purchase agreement and fully incorporated by reference.

Start Date: Upon executed agreement
End Date: 3 years from date of execution

Contact Ed Scofield in the Alternative Transportation Department at (916)774-5449 or escofield@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15306	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

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

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

DocuSign Envelope ID: 16562D43-D815-48A9-8E94-CD84944CAE88

Contract Terms and Conditions

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

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

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

4. Time is of the essence of this Agreement.

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

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

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

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

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

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

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

DocuSign Envelope ID: 16562D43-D815-48A9-8E94-CD84944CAE88

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

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

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

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

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

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

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

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

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

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

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provisions of this Agreement or law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

28. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

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

    CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established

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business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. N.A.

Contractor License No. N/A

DIR Registration No. N/A

Check mark the applicable company type below:

____**X**_____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence

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No auto required

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

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

Insurance Submission Process

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

How It Works

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

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

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FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the Bidder to ensure that all clauses applicable to the Work of the Agreement resultant from this Purchase Order are adhered to by the Contractor and its Sub-contractors when applicable.

Sec.	Contract Clause	Applicability to Type of Contract
1	Fly America Requirements	When Transportation Paid By FTA Funds
2	Buy America Requirements	Value > 100K for Construction, Goods, Rolling Stock
3	Charter Bus Requirements	Operational Service
4	School Bus Requirements	Operational Service
5	Cargo Preference Requirements	Equipment/Material/Commodities Transported By Ocean
6	Seismic Safety Requirements	New Construction/Additions
7	Special Department of Labor (DOL) Equal Employment Clause	Value > 10K for Construction
8	Energy Conservation Requirements	All
9	Clean Water Requirements	Value > 100K
10	Bus Testing	Rolling Stock Acquisition
11	Pre-Award and Post Delivery Audit Requirements	Rolling Stock Acquisition
12	Lobbying	All
13	Access to Records and Reports	All
14	Federal Changes	All
15	Bonding Requirements	Construction > 100K
16	Clean Air	Value > 100K
17	Recycled Products	Value > 10K In Fiscal Year
18	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > $2000
19	Contract Work Hours and Safety Standards Act	Construction > $2000, Rolling Stock, Operational > $2,500
20	No Government Obligation to Third Parties	All
21	Program Fraud and False or Fraudulent Statements and Related Acts	All
22	Termination	Value > 10K
23	Government-Wide Debarment and Suspension (Non-procurement)	Value > 25K
24	Privacy Act	All
25	Civil Rights Requirements	All
26	ADA Access Requirements	All
27	Breaches and Dispute Resolution	Value > 100K
28	Patent and Rights in Data	Research Projects Only
29	Transit Employee Protective Agreements	Transit Operations
30	Disadvantaged Business Enterprise (DBE)	All
31	Incorporation of FTA Terms	All
32	Drug and Alcohol Testing	Operational Service/Safety Sensitive
33	Transit Vehicle Manufacturer (TVM) Certifications	Rolling Stock, All Vehicle Procurements
34	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
35	Conformance with National ITS Architecture	Contracts and Solicitations for ITS projects only
36	Corridor Preservation	Right of Way Development
37	Veterans Employment	Capital Projects

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1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10.131 - 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow down Requirements: The Fly America requirements flow down from RTD to first tier consultants, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance.

Fly America - The Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 U.S.C. 5323(h)
49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

Flow down Requirements: The Buy America requirements flow down from RTD to first tier Consultant, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance.

Buy America - The Consultant agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Consultants equipment purchases when Consultant's contract value exceeds $150,000 in value. Consultant must submit to RTD the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-consultants.

EXCEPTION SPECIFIC TO THIS PROCUREMENT: RTD is seeking Buy America compliant [bids/proposals] with this [RFP/IFB/RFQ]. However, RTD holds a FTA Non-Availability Waiver that is applicable to this procurement. Accordingly, the inability to certify Buy America compliance on this procurement shall not result in the [bid/proposal] being deemed non-responsive. The requirement for the proposal to include a completed Buy America Certificate, however, is not waived by this exception.

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3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The Charter Bus requirements flow down from RTD to first tier service Consultants.

Charter Service Operations - The consultant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. **SCHOOL BUS REQUIREMENTS**

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The School Bus requirements flow down from RTD to first tier service consultants.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Cargoes Procured, Furnished, or Financed by the United States Government - (a) Definition.- In this section, the term “privately-owned commercial vessel of the United States” does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a

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foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least fifty percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers.-The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

(1) Declaring the existence of an emergency justifying a waiver; and

(2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies.-

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than $25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo.-

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

(3) In this subsection, the term “high-risk waters” means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins.

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(Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

6. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.
49 CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow down Requirements: The Seismic Safety requirements flow down from RTD to first tier consultants to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-consultants.

Seismic Safety - The consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The consultant also agrees to ensure that all work performed under this contract including work performed by a sub-consultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The consultant will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow down Requirements: The Energy Conservation requirements extend to all third party consultants and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.

Energy Conservation - The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $100,000.

Flow down Requirements: The Clean Water Act requirements flow down to RTD third party consultants and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.

Clean Water - (a) The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The consultant agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

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(c) The consultant agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

(d) The consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

10. BUS TESTING

49 U.S.C. 5318(e)
49 U.S.C. 5323(c)
49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: The Bus Testing requirements should not flow down, except to the turnkey consultant as stated in the most current FTA Master Agreement.

Bus Testing - The Consultant [Manufacturer] agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 C.F.R. 661.12
49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: These requirements should not flow down, except to the turnkey consultant as stated in Master Agreement

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**" - The Consultant agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

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Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Consultant shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Consultant shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Consultant shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down Requirements The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to RTD.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.

Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

(1) The Consultant agrees to provide RTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's

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Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/ Capital Projects		Yes[1] Yes[1]	Those imposed on non-state Grantee pass thru to Consultant	Yes Yes	Yes Yes	Yes Yes	Yes Yes

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where RTD or a sub-grantee of RTD in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Consultant shall make available records related to the contract to RTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract

Sources of Authority: [1] 18 CFR 18.36 (i)

14. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RTD and FTA , as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

15. BONDING REQUIREMENTS

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This section applies only to construction or facility improvement contracts exceeding $100,000.

16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed $100,000.

Clean Air - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq . The Consultant agrees to report each violation to RTD and understands and agrees that RTD, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

17. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Consultant procures $10,000 or more of one (1) of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.

Flow down Requirements: These requirements flow down to all consultant and sub-consultant tiers.

Recovered Materials - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The consultant agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333
40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

Flow down Requirements: Applies to third party consultants and sub-consultants

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without

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subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the consultant and its sub-consultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the consultant shall either pay the benefit

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as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the consultant does not make payments to a trustee or other third person, the consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - RTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the consultant under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the consultant or any sub-consultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, RTD may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the consultant during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall

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contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to RTD for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime consultant is responsible for the submission of copies of payrolls by all sub-consultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the consultant or sub-consultant or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the consultant or sub-consultant to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The consultant or sub-consultant shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the consultant or sub-consultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the

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program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The consultant shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The consultant or sub-consultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any sub-consultant or lower tier sub-consultant with all the contract clauses in 29 CFR 5.5.
(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds

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for termination of the contract, and for debarment as a consultant and a sub-consultant as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the consultant (or any of its sub-consultants) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the consultant certifies that neither it (nor he or she) nor any person or Consultant who has an interest in the consultant's Consultant is a person or Consultant ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Consultant ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any

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sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the consultant or sub-consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the consultant or sub-consultant for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the consultant or sub-consultant will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number
(a)(1)(ii)(B) 1215-0140
(a)(1)(ii)(C) 1215-0140
(a)(1)(iv) 1215-0140
(a)(3)(i) 1215-0140,
1215-0017
(a)(3)(ii)(A) 1215-0149
(c) 1215-0140,
1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part 5
40 U.S.C. 3701 et seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12)

Flow down Requirements: Applies to third party consultants and sub-consultants.

(1) **Overtime requirements** - No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

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(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - RTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) RTD and the Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to RTD, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to consultants and sub-consultants who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or

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causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

(2) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(3) The Consultant agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

22. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F

See Section 16 of the Purchase Order Terms & Conditions

23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689
31 U.S.C. 6101

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, sub-consultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

These provisions apply to all RTD contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, consultants, and sub-consultants (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.

Grantees, consultants, and sub-consultants who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow down Requirements: These requirements flow down to consultants and sub-consultants at all levels.

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Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the consultant is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The consultant is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Firm certifies as follows:

The certification in this clause is a material representation of fact relied upon by RTD. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to RTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Firm agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When RTD maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow down Requirements*:* The Federal Privacy Act requirements flow down to each third party consultant and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
   i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, California Civil Code § 51, California Government Code § 11135
   ii. 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996
   iii. 49 U.S.C. § 5325 (k).
   iv. Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third party sub-contractors and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

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i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Contractor agrees that it will comply with the identified Federal and State of California laws and regulations, pertaining to RTD programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.

c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.

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d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.

4. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

26. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTD. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the RTD. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTD shall be binding upon the Consultant and the Consultant shall abide be the decision.

Performance During Dispute - Unless otherwise directed by RTD, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTD and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTD is located.

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 RTD or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such

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action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

28. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all consultants and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, RTD or Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may RTD or Consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by RTD or Consultant using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, RTD and the Consultant performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This

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subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for RTD or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, RTD and the Consultant agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by RTD or Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither RTD nor the Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by RTD or Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that RTD or Consultant identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), RTD and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, RTD and Consultant agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), RTD and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Consultant recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Consultant agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to NCTD's project from which Federal assistance is provided to support work on the underlying contract. The Consultant agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Consultant agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Consultant agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Consultant agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Consultant also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. RTD encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, RTD must comply, and insure that it's Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

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i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between RTD and the U.S. DOT, RTD has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.
ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between RTD and the U.S. DOT, RTD has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.
iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving v. Washington State Department of Transportation and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), RTD will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.
iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of RTD contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. RTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, RTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.
ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.
iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by RTD to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that RTD have proof of payment to a DBE sub-contractor, the sub-contractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.
ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.

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iii. Certified Contractors can be found at the State of California web site: http://www.dot.ca.gov/hq/bep/find_certified.htm

5. DBE Contract Assurance (49 CFR 26.13)

i. RTD does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. RTD takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. NCTD's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation.

ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:
   a. Withholding monthly progress payments;
   b. Assessing sanctions;
   c. Liquidated damages; and/or
   d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

i. Not later than ten (10) days after receipt of each progress payment from RTD, the successful Offeror shall pay to any sub-Contractor performing any work, the respective amounts allowed to the successful Offeror for work performed by the sub-Contractor, to the extent of each sub-Contractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from RTD upon completion of the project as defined in California Public Contract Code section 7107 the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by RTD, the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE sub-Contractors.

ii. Failure to comply with these provisions or delay in payment without prior written approval from RTD will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

7. Civil Rights Policy Statements

i. NCTD's DBE Policy Statement for its FTA approved DBE program is located at the following website: http://www.gonctd.com/wp-content/uploads/2013/05/Policy-25.pdf

ii. NCTD's Discrimination Complaint Procedures Policy Statement for its Title VI/Unruh program is located at the following website: http://www.gonctd.com/wp-content/uploads/2013/05/Policy-26.pdf

iii. NCTD's EEO Policy Statement for its EEO program is located at the following website: http://www.gonctd.com/wp-content/uploads/2013/05/Policy-27.pdf

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

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Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Part 655
49 CFR Part 382

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow down Requirements: Anyone who performs a safety-sensitive function for the recipient or sub-recipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance CONSULTANTs for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-consultants.

Drug and Alcohol Testing: The Consultant agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or RTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The consultant agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to RTD. To certify compliance the Consultant shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

49 CFR Part 26

49 CFR §26.49 Consultant must submit to RTD a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. RTD may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal-setting procedures.

34. METRIC REQUIREMENTS

15 U.S.C. §§205
2007-Pub. L. 110–69

As required by U.S. DOT or FTA, RTD agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the RTD agrees to accept products and services with dimensions expressed in the metric system of measurement.

35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

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23 U.S.C. Section 517(d)
23 U.S.C. §502

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

36. CORRIDOR PRESERVATION

49 U.S.C. 5323(q)

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:
   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-contractor will:

   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

END OF SECTION

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Supplier	
Signature:	DocuSigned by: Kristoffer Vik Hansen ADFC0320FCD8484...
Print Name:	Kristoffer Vik Hansen
Title:	CEO and Director

Supplier	
Signature:	DocuSigned by: Prissillya Mienata F8F1E84800B44A5...
Print Name:	Prissillya Mienata
Title:	Corporate Controller

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

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EXHIBIT A
SCOPE OF SERVICES

1.0 BACKGROUND

A. Existing Roseville Transit Service Description

In 1970, the City of Roseville began providing public transportation services. The City has entered into an agreement with MV Transportation Inc. for the operation of the transit services, plus operation of the South Placer Transit Information Center. The City administers the one-stop center for transit information, trip planning, and trip reservations for operators within South Roseville.

Transit services consist of local fixed-route bus service, commuter service to downtown Sacramento, and demand response service within the City of Roseville. The City encompasses approximately 43 square miles, and the service area population as of April 1, 2020 is approximately 147,773

The City of Roseville operates a network of 11 fixed routes. In response to the COVID-19 pandemic in 2020, Sierra Community College closed its campus in April and the two routes that provided service to the college were suspended for a new total of 9 routes in operation. Transit services are oriented around four (4) transfer centers within Roseville. Fixed route service is provided on weekdays from 5:45 a.m. to 10:00 p.m. On Saturdays, fixed-route service is provided from 8:00 a.m. to 5:00 p.m. There is no fixed-route service on Sundays. The City also operates ten commuter routes on weekdays between Roseville and downtown Sacramento. In response to COVID-19 employment centers largely shifted to work-from-home models, reducing demand for service. Two fewer buses have been serving a total of six routes in the morning and seven routes in the afternoon. Demand response service and separate ADA complementary paratransit service is provided within City boundaries. Complementary paratransit service is provided during the same days and hours as the fixed-route service, plus on Sundays from 8 a.m. to 5 p.m. Demand for general public and paratransit demand response service is served by six buses. The South Placer Transit Information Center is open seven (7) days a week, with a live reservationist available 8 a.m. to 5 p.m.

B. Summary of Scope of Services

This scope describes the development and launch of a turnkey Software-as-a-Service solution for deploying flexible on-demand public transit services using Agency owned vehicles and Agency drivers. This type of service is commonly known as, and hereinafter referred to as “Microtransit”. The service will launch first as a pilot program in one zone within the City of Roseville A map of the City of Roseville is provided as Attachment 1. Coordination with Placer County Transit and Auburn Transit will be determined based the Microtransit service development process. This agreement authorizes Roseville to implement Microtransit technology with Contractor on transit services operated by Roseville contingent upon budget authorization and available funding.

2.0 OVERALL PROJECT OBJECTIVES

1. Improve alternative transportation options that complement existing fixed route and demand response service.
2. Provide reduced transit travel times, improved convenience, cost effectiveness and improved overall trip experience.
3. Provide first-mile/last-mile connections to public transit fixed routes.
4. Reduce congestion and improve traffic flow by reducing vehicles on the road.

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5. Test the impact of a Microtransit service through a short-term project model on the pilot zones for the purpose of determining longer term implementation.
6. Better understand demand and willingness to use a Microtransit service.
7. Acquire data to allow for detailed analysis of service performance and opportunities for improvements.

3.0 REQUIREMENTS

A. Contractor shall provide a software-as-a-solution-service for deploying flexible on-demand public transit service – Microtransit as stated in Exhibit G - Contractor Proposal dated January 27th, 2022, which includes the following requirements:

1. Customer-facing user-friendly free smartphone application available for download in the Apple and Android stores customized with Agency branding

2. Customer-facing free web portal available on mobile and desktop with Agency branding.

3. On-demand reservation, booking, scheduling, tracking and payment of fare through a mobile application or website

4. Ability for personnel at South Placer Transit Information Center to reserve and book trips for riders calling in via telephone.

5. Dynamic routing of vehicles to accomplish most time and mileage efficient trip delivery based on real-time and historical traffic data available through common state-of-the-art open-source data available to consumers

6. Americans With Disabilities Act eligible rider trip requests with ability for customer to specify use of wheelchairs or other mobility devices

7. Ability to register for the service without a credit card requirement

8. Ability to pay with cash on-board the Agency vehicle

9. Real-time customer-facing tracking of vehicle arrival with text messaging alerts when vehicle is close using an intuitive user interface familiar to consumers during the term of this agreement.

10. Functionality to improve management of no shows by providing warning messages to County on frequency by rider.

11. Operator facing real-time map and location of vehicles that includes pick-up and drop-off locations of each scheduled trip

12. Operator facing dashboard for analysis of service operations available to Agency staff with standard and customizable reporting, including SQL generated reports.

13. On-board tablet, or other hardware for driver interface with the routing software. Roseville Transit vehicles are equipped with a Samsung Active2 Tablet with Zonar software loaded for pre/post-trip inspections and vehicle tracking. Where applicable, integrate software into existing Roseville Transit Hardware.

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14. Ability to gain customer feedback through the application or website.

15. Automatically create an organized and searchable database form for City review showing customer comments, customer location, trip origin & destination, trip time & date, vehicle number

16. Ability to collect customer feedback and gauge satisfaction through trip rating.

17. Detailed and regular reporting of data and key performance indicators (KPI) for City review. Data and KPI requirements are listed below in this document.

18. Marketing of service in partnership with the City of Roseville as proposed in Exhibit G.

B. Service Parameters: The Microtransit software solution will have the ability to set and modify the following service parameters by zone: ("X" signifies parameters that will be set in place in consultation with City during the deployment phase.) Passenger wait times of no more than X minutes, X% of the time within each zone

1. Shared passenger trips will occur at a minimum X% of the time
2. Maximum trip times will be no more than X minutes X% of the time
3. When requesting a ride, patrons must immediately be given an estimated wait time based on driver availability

C. System Features: The Microtransit software solution will also include the following features:

4. All trips must begin and end within the identified zones (Service areas maps identified in Exhibit A, Attachment 1)
5. Determine expected distance for passengers to walk for pick-up location and to drop-off destination
6. Ability for riders to make connections between Microtransit service and Roseville Transit fixed route service
7. All trips will be charged the same fares as Roseville Transit Dial-A-Ride
8. Data sharing and ownership by Roseville as described in Section 1.5.3.
9. Project manager must be available during all hours when service is operational
10. Ability for patrons to specify his/her ADA eligibility
11. Ability to scale service based on demand

4.0 SERVICE DAYS AND HOURS

The initial pilot project term will be determined by Roseville in cooperation with Contractor. Subsequent project scopes will be approved in writing by Roseville. Contractor will provide the Microtransit solution for the initial pilot term, on a sub-set of service currently operated Monday through Saturday 6:00am to 9:00pm. The number of vehicles running may be scaled based on anticipated demand during the day. Riders should always be able to travel within proposed service areas.

5.0 MICROTRANSIT SERVICE DEPLOYMENT PLAN

Upon execution of this agreement, Roseville will request a deployment plan from the Contractor. Contractor shall submit a deployment plan for Roseville review and approval, detailing all tasks necessary to deploy the pilot Microtransit Service. Separate deployment plans will be submitted for future service launches. The deployment plans will include, but not limited to, work elements

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separated into phases with timelines and responsible parties identified. Tasks may include but are not limited to:

1. Identification of Microtransit Zones and Service Parameters
2. Identification of key staff by work activity and proposed location
3. Identification of schedule start and stop dates for each activity
4. Expected deliverables and projected outcomes
5. Key milestones (i.e., Pilot deployment, Performance Monitoring)
6. Software Training for drivers, dispatch, supervisors, and administrative staff
7. Zone Familiarization Trips
8. Promotional Events & Marketing
9. Process for mobile app rollout
10. Full-Service Deployment

The initial deployment plan for services must be submitted to Roseville within 30 days of execution of agreement. Subsequent deployment plans will be submitted by Contractor within a timeframe agreed upon by both parties prior to implementation of Microtransit on additional services or in new zones.

6.0 PROJECT MANAGEMENT

Project management will be a key responsibility of the Contractor and a continuous function. Roseville has designated their Transit Operations Analyst or Alternative Transportation Manager to coordinate all project activities with the Contractor.

In the area of Project Management, the Contractor shall:

1. Schedule and facilitate a kick-off meeting and meetings at key milestones, field reviews, advisory and/or stakeholder group meetings, and other project related meetings.
2. Maintain and update the work plan as approved by Roseville.
3. Develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
4. Ensure that individuals performing tasks have appropriate skill levels and credentials.
5. Coordinate all required deliverables shown in the Deployment Plan including, Pilot operations, installation and configuration of software and hardware, documentation and training, performance monitoring and reporting.
6. Be available and responsive to requests for information and meetings.

7.0 PERFORMANCE MONITORING AND REPORTING

A. Contractor shall arrange bi-weekly meetings with City staff and provide reports that include the following information for the period between meetings:

1. Completed tasks per the deployment and work plan
2. Status on Deliverables in the work plan, both current and future
3. Issues experienced with applicable resolution or action plan if still open since last bi-weekly meeting
4. Summary of Work Completed To-Date
5. Updates to Project Schedule
6. Red-flag issues as determined by both the City and Contractor
7. All complaints, whether written, verbal, or app-based
8. Any public app or County platform errors
9. System downtime

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B. Provide Performance Reports as follows:

1. *Regular Performance Monitoring:* Reporting and analysis tools shall be built into the technology platform and open to the City for regular use. All data collected as part of the Pilot Project must be openly shared with the City and is the property of the City. Reports can be generated daily, weekly, or monthly to assess the Service so that changes can be made to improve service and ridership if deemed necessary by the City.
2. *Report Content:* Monthly Performance Evaluation Reports shall summarize the performance of the Microtransit service, using clear and measurable criteria that include the list below, subtotaled for each zone:
    a. Vehicle Revenue Hours (VRH). The hours that vehicles are scheduled to or actually travel while in revenue service (available to the public). Vehicle revenue hours include:
        - Layover / recovery time.

        Vehicle revenue hours exclude:
        - Deadhead;
        - Operator training;
        - Vehicle maintenance testing; and
        - Other non-revenue uses of vehicles.

    b. Vehicle Revenue Miles. The miles that vehicles are scheduled to or actually travel while in revenue service (available to the public). Vehicle revenue miles include:
        - Layover / recovery time.

        Vehicle revenue miles exclude:
        - Deadhead;
        - Operator training;
        - Vehicle maintenance testing; and
        - Other non-revenue uses of vehicles.

    c. Total Vehicle Hours/Miles: The hours (miles) that a vehicle is scheduled to or actually travels from the time it pulls out from its garage or dispatching point to go into revenue service to the time it pulls in from revenue service. It is often called platform time. Passenger Miles: The cumulative sum of the distances ridden by each passenger. Unlinked Passenger Trips (ridership): The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.
    d. Total number of unique riders; both monthly and cumulative
    e. Trip summary separated by Zone
        - Total number of ride requests vs Total Ridership
        - Origin/destination for every trip
        - Ride Time
        - Boarding's per revenue hour
        - Type of Rider
        - Travel times
        - # of shared rides,
        - Average wait time,
        - Trip denial rate,
        - Booking abandonment rates,
        - % of time expected wait times are not met,
        - Passenger no-shows,

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- Missed trips

f. % of time Hardware was not available for service
g. Number of App Downloads
h. Customer Service – # of Complaints, Comments, Compliments

3. At the end of the pilot, a Summary Performance Evaluation Report: At the end of each pilot, Contractor shall submit a report that includes all past performance measures and reporting to give a comprehensive overview of the success of the Rideshare Pilot Project to date.

7.1. Performance Metrics and Penalties

A. General Service Level Terms and Downtime Management:

The Services shall be available 99.99%, measured monthly, excluding scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 0.3% of annual Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

B. Incident Management:

If any service issue should arise throughout the duration of service, all issue shall be marked and prioritized as follows:

1. Fatal (Complete degradation -- 30 Minute response time during support hours). All users and critical functions affected.

2. Severe (significant degradation -- 90 Minute response time during support hours). Large percentage of users or critical functions affected.

3. Medium (limited degradation -- 3 hour response time during support hours). Limited number of users or non-critical functions affected. Business processes can continue.

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4. Minor (small degradation -- 4 hour response time during support hours). One user affected. Business processes can continue.

8.0 SYSTEM AND USER TRAINING

The software to be used in the Microtransit service is expected to be provided by the Contractor as a complete solution with minimal Roseville staff resources needed to implement the service. However, the Contractor shall provide training and manuals for Roseville staff needed to monitor, assess, access data, and develop reports using the dashboard and other tools provided by the Contractor. The Contractor shall work with the City to ensure training modules are completed per Exhibit G.

9.0 TECHNICAL SUPPORT

The Contractor shall provide ongoing technical support for Roseville for the duration of the project to ensure the system is running properly. The Contractor will provide technical recommendations as identified to improve system performance. Software upgrades to be provided with scheduled releases. Technical support includes:

A. Public Application and User Support:

1. Phone and email responses to software failures or questions within 24 business hours
2. Assistance with questions on use of approved software configuration and software version
3. Availability of experts to confer on software new release installation and fixes to bugs
4. Software upgrades

B. Vehicle Hardware Support:

1. Troubleshooting hardware or network failure
2. Assistance with technical recommendations focused on improving system performance

C. The following is from Contractor Scheduled Maintenance plan and will apply to this agreement:

Spare Platform Scheduled Maintenance Plan

As Spare Platform is hosted on cloud infrastructure and is accessible using any modern web browser, onsite support and maintenance, beyond initial setup and user training, is not needed for this solution. Spare Labs knows the importance and value of an integrated and transparent team supporting both development and operations. Coordinated and agreed to release schedules allow for proper planning, testing, and integration prior to any release being deployed in the production environment. Spare Labs follows a very robust and clearly documented change management policy providing for the review, approval, testing and rollout of changes in the production environment so as to reduce service interruption while maintaining Spare Labs' compliance with all applicable policies and procedures, including information security policies.

The Spare Platform solution includes unlimited upgrades included in the annual maintenance and support fee. Spare Labs' approach to release cycles and management for the Spare Platform is designed to provide stability, quality and predictability coupled with the flexibility to quickly resolve

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problems and deliver new features or service enhancements. Spare Platform typically follow release cycles for three Release Types as listed below:

1. Major Release: Major Releases are application version upgrades to Spare Platform. These releases are an integral part of the offering and provide new functionality often times with major changes to the application or the architecture. Frequency for this release type is typically twice per year. Customizations for specific customers can be incorporated into the core Spare Platform solution and shared with all customers as part of their maintenance and support agreement.
2. Minor Release: Minor Releases include but are not limited to, minor feature upgrades, bug fixes, security updates, and installation of application patches and generally do not involve architectural changes. Frequency for this release type is typically once per month.
3. Hot Fix: A Hot Fix Release involves an urgent need to address such issues as a security vulnerability, system/application stability or other functional issue. Released as required.

Change and upgrade management

Spare Labs change and upgrade management for our software includes the following steps: - Planning: Plan the change, including the implementation design, scheduling, communication plan, testing plan and roll-back plan.

- Evaluation: Evaluate the change, including determining the priority level of the service and the risk of the proposed change; determine the change type and the change process to use. - Review: Review Change Plan with peers and/or Change Advisory Board as appropriate to the change type.
- Approval: Obtain approval of the Change Plan by management as needed.
- Communication: Communicate about changes with the appropriate parties. - Implementation: Implement the change.
- Documentation: Document the change and any review and approval information. - Post-change review: Review the change with an eye to future improvements.

Patch management policy

Spare Labs utilizes the following software patch management policy:

- Vendor-released patches are assessed and assessment is documented.
- Patches are tested; testing is documented and approved prior to implementation in Production.
- Patches are implemented on either a standard, significant, or emergency timeline.
- Implementation is validated to ensure that all approved patches have been implemented.

10.0 CUSTOMER SERVICE

Customer service shall be available to riders anytime the Microtransit Service is in operation. Contractor shall integrate existing local telephone support for the public into the Contractor's Microtransit software platform.

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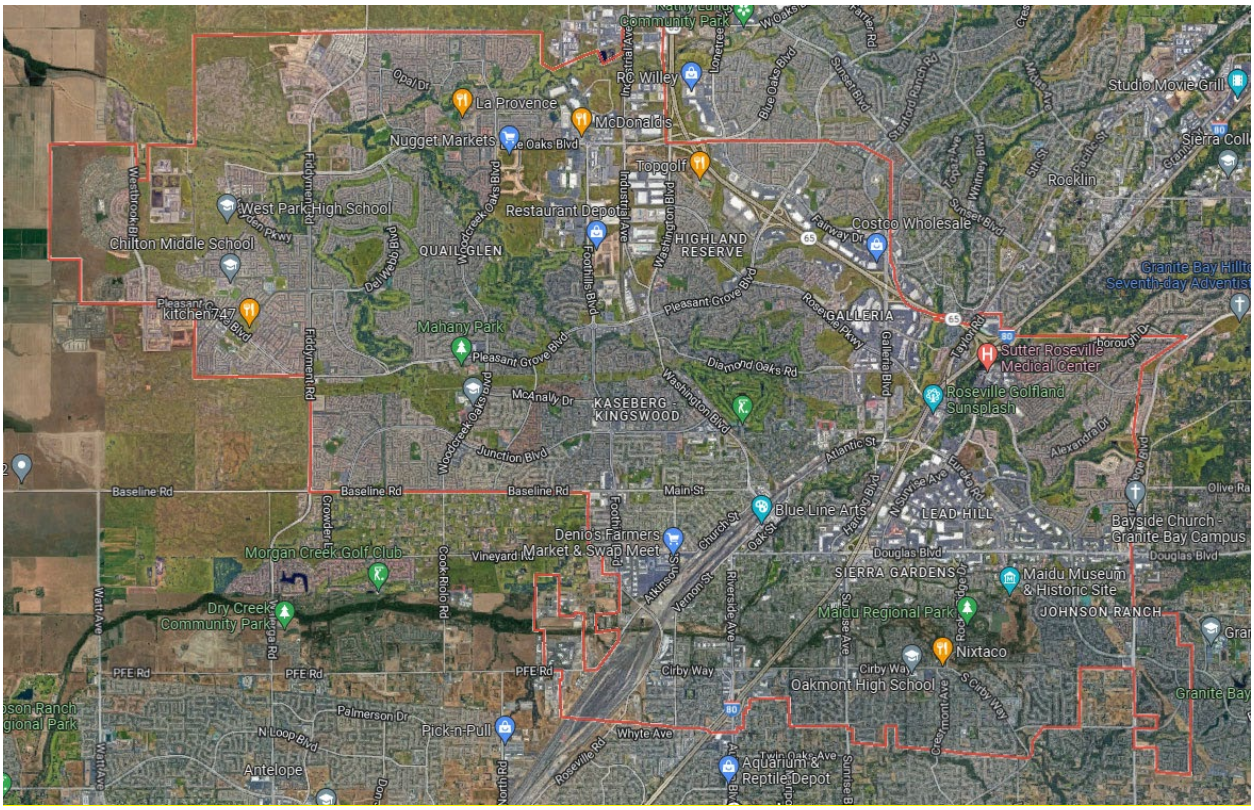
1. Riders have immediate access to customer service assistance via mobile application or phone call at any point in time when service is in operation. Customer service will be provided during service hours via the app which can be downloaded on either Apple or Android devices or by calling 916-745-7560 or 530-745-7560.

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EXHIBIT A - Scope of Services

Attachment 1

(Roseville Zone Map-*Check with Helen on preferred map)



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Roseville Cost Estimate

Microtransit Cost Estimate (1st Year)

Item	Cost Per Unit	Total Units	Total Cost
Cost Per Vehicle	$4,000.00	4	$16,000.00
Initial License Subscription ($15,000 shared)	$7,500.00	1	$7,500.00
Annual Subscription	$0.00	0	$0.00
Hardware Costs (tablet)	$700.00	10	$7,000.00
Simulation Modeling ($15,000 shared)	$7,500.00	1	$7,500.00
On Site Training	$5,000.00	1	$5,000.00
Voice Package (Optional)-$720 per vehicle per year	$720.00	4	$2,880.00
Total Cost Year 1			**$45,880.00**

Microtransit Cost Estimate (2nd Year)

Item	Cost Per Unit	Total Units	Total Cost
Cost Per Vehicle	$4,000.00	4	$16,000.00
Initial License Subscription	$0.00	1	$0.00
Annual Subscription ($15,000 shared)	$7,500.00	1	$7,500.00
Hardware Costs (tablet)	$0.00	0	$0.00
Simulation Modeling ($15,000 shared)	$7,500.00	1	$7,500.00
On Site Training	$3,000.00	1	$3,000.00
Voice Package (Optional)	$720.00	4	$2,880.00
Total Cost Year 2			**$36,880.00**

Microtransit Cost Estimate (3rd Year)

Item	Cost Per Unit	Total Units	Total Cost
Cost Per Vehicle	$4,000.00	4	$16,000.00
Initial License Subscription	$0.00	1	$0.00
Annual Subscription ($15,000 shared)	$7,500.00	1	$7,500.00
Hardware Costs (tablet)	$0.00	0	$0.00
Simulation Modeling ($15,000 shared)	$7,500.00	1	$7,500.00
On Site Training	$2,000.00	1	$2,000.00
Voice Package (Optional)	$720.00	4	$2,880.00
Total Cost Year 3			**$35,880.00**

Total Cost Three Years **$118,640.00**

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Procurement Services Division
2964 Richardson Drive ▪ Auburn, CA 95603
(530) 886-2122

20233 - South Placer Microtransit Software Solution Implementation

Opening Date: December 10, 2021 10:00 AM

Closing Date: January 27, 2022 5:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficult submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. UNSIGNED OR LATE BIDS WILL BE REJECTED.

Vendors shall complete the area below for hard copy submissions:

COMPANY NAME: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____

Email: _____

SIGNATURE: _____

DATE: _____

Title: _____

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Vendor Details

Company Name:	Spare Labs Inc
Address:	815 West Hastings Street Suite 810 Vancouver, British Columbia V6C 1B4
Contact:	Terri Ling
Email:	procurementnorthamerica@sparelabs.com
Phone:	778-652-3600
HST#:	

Submission Details

Created On:	Thursday January 27, 2022 09:26:04
Submitted On:	Thursday January 27, 2022 14:05:38
Submitted By:	Terri Ling
Email:	procurementnorthamerica@sparelabs.com
Transaction #:	202b3b41-8a48-40cc-b029-79b3575d896d
Submitter's IP Address:	75.157.120.173

Past Projects

Include references for at least three of the projects identified in your Experience of Firm document.

Completion Date (month/year) *	Name of Project *	Name of Owner/Client *	Contact Person *	Current Phone and Email *
2021-ongoing Launch: January 3rd, 2022	Calaveras Connect Microtransit Service	Calaveras Transit Agency (CTA)	Amber Collins, Executive Director	+1 209-754- 2094 ext.104, acollins@calacog.org
2020-ongoing Soft Launched: December 18, 2019 Fully launched: January 27, 2020	Ashland Connector Microtransit Service	Rogue Valley Transportation District (RVTD)	Paige West, Planning and Strategic Programs Manager	+1 541-779-5821, pwest@rvtd.org
2018-ongoing Launched: January 28, 2019 Microtransit expansion: January 2022	GoLink Microtransit Service	Dallas Area Rapid Transit (DART)	Todd Plesko, Vice President of Service Planning and Scheduling	+1 214-869-0483, tplesko@dart.org

Documents

INSTRUCTIONS:

Cover Letter - Include the following information:

- Name and mailing address of firm (include physical location if mailing address is a PO Box).
- Contact person, Email address, telephone number, and fax number. The County will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.
- The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signature on the Cover Letter accompanying the response indicates the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract, if selected. The Cover Letter must be signed in accordance with the following:
  - Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
  - Proposals with are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
  - Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

SECTION A: Firm and Team Qualifications – Describe the firm and team and provide a statement of the firm's qualifications delivering microtransit software as a service. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm's staff. Include the Firm's Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years. Identify what microtransit services have been delivered by the firm and each team member's involvement in those service implementations.

SECTION B: Statement of Work and Methodology - Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub consultants.

SECTION C: Performance Metrics and References from Similar Projects – Provide a summary of the firm's experience in providing these or similar services. Provide a minimum of five references for related projects or service agreements, including dates, contact person, contact person's email address, and phone number, and a brief description of the project or agreement. Public sector references are preferred. Provide project details from similar clients including service areas, average daily ridership, vehicle revenue hours, vehicle revenue miles, and number of vehicles in service.

Firm's Standard License Agreement - Provide a copy of the firm's standard license agreement for County review. The County will negotiate the final language of the terms and conditions with the top ranked firm. If the County and the top ranked firm are unable to come to an agreement, the County reserves the right to move to the next high ranked firm until a successful agreement is reached.

Exceptions – Agency has assembled this scope with input from multiple transit agencies that are implementing microtransit and has made the best attempt to state our desired outcomes without being overly prescriptive. Agency requests that proposers note specific exceptions to the requirements of the Scope of Work. Agency considers the Proposers to be the experts in the state of the art in implementing microtransit. Should the proposer believe that Agency has obsolete requirements or has omitted important abilities, features and delivery steps from the scope of services, Proposer is encouraged to describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contracts (**Attachments C through E.**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

Cost Proposal – Cost Proposals will only be requested of the "short-listed" firms (those who are invited to interview (see Evaluation Criteria). If no interviews are held, the County will request a Cost Proposal from the top-ranked firm. Cost Proposals must be submitted within 5 days after written request from the County. When preparing your Cost Proposal, use the form provided in **Attachment B** and provide the proposed costs for each category specified.

- Cover Letter - FINAL - Cover Letter.pdf - Thursday January 27, 2022 11:57:14
- Firm and Team Qualifications and Experience - SECTION A_ Firm and Team Qualifications.pdf - Thursday January 27, 2022 11:56:53
- Statement of Work and Methodology - SECTION B_ Statement of Work and Methodology.pdf - Thursday January 27, 2022 13:44:12
- Performance Metrics and References from Similar Projects - SECTION C_ Performance Metrics and References from Similar Projects.pdf - Thursday January 27, 2022 14:03:23
- Firm's Sample Standard License Agreement - Spare Platform Passenger Terms of Use - Standard License Agreement.pdf - Thursday January 27, 2022 11:58:17
- Exceptions (optional)
- Cost Proposal (optional)
- Additional Document - Spare Labs - Additional Documents.pdf - Thursday January 27, 2022 13:56:37

Required Statements

By submission of a response to the Request for Proposals, I/we attest and agree to the following:

A. Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that none of this submittal is considered proprietary, unless otherwise stated in the Exceptions portion of this response.

Note to respondent: If you wish to declare any portion of your response as proprietary and/or confidential, you must describe the portions in detail in the Exceptions portion of your response and include detailed reasons, including specific exemptions allowed by the California Public Records Act/Government Code. In the event the County receives a PRA request for documents that may include some or all of the submittal, the County will consider the proposer's statement, but will make its own determination as to what will be released.

B. Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

C. Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

D. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

E. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to this RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

F. DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:
• is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
• has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
• does not have a proposed debarment pending; and
• has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Any exceptions to the above are included in the Exceptions portion of our response, including to whom it applies, initiating agency, and dates of action.

Note to respondent: Exceptions will not necessarily result in denial of award, but will be considered in determining the firm's responsibility. Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal.

☑ I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company. - Kristoffer Vik Hansen, CEO and Project Sponsor, Spare Labs Inc.
The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid. ○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
20233 Addendum No.2 Fri January 14 2022 08:14 AM	☑	--
20233 Addendum No.1 Wed January 5 2022 02:51 PM	☑	--

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Cover Letter

January 27, 2022

Placer County Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640

Attention: Javier Terrazas, Buyer II and Evaluation Committee

RFP No. 20233 | South Placer Microtransit Software Solution Implementation

The County of Placer (the County), the City of Roseville, and the City of Auburn envisions a future in which on-demand transit enables an opportunity to provide reliable public transit services for the community that meets its changing mobility needs. With a procurement led by the County, your agencies are now ready to partner with a qualified microtransit software vendor to implement a microtransit pilot-program within the area encompassing the City of Roseville, City of Rocklin, City of Lincoln, Town of Loomis, City of Auburn and unincorporated Placer County communities of Granite Bay and North Auburn.

Spare Labs Inc. (Spare) was delighted to demonstrate our platform to the County back in February 2021, and is excited to hear that the County is moving forward with this innovative pilot program. Spare is a leading provider of microtransit software solutions for public transit agencies and can deliver this scope for your agencies. For six years, Spare has been **building a mobility operating system for the modern world**, empowering public and private transportation companies to offer mobility services that are superior to those previously imagined. Over the last year, Spare's team has doubled in growth and as of 2022, has secured a Series A capital funding to continue to grow Spare's mobility operating system into its next phase — working in tandem with forward-thinking mobility companies across four continents to improve access to the reliability of transportation.

By implementing the Spare Platform and algorithm, each agency will be able to increase the number of passengers per revenue hour (PPVH) in each geo-fenced zone, improve the overall rider experience, decrease current rider wait times, and improve the percentage of ridesharing — thus moving public transit few steps closer to becoming inclusive, reliable and equitable.

At Spare, we are a team of passionate, data-driven transit professionals who are dedicated to breaking down access barriers to transportation through continuous innovation. We currently operate more than 100 worldwide operations and power more than 2 million rides for US public transit agencies such as SouthWest Transit in Minnesota, Rogue Valley Transportation District (RVTD) in Oregon, Dallas Area

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Rapid Transit (DART), Citibus and Collin County Transit in Texas, and we are particularly excited to expand on-demand mobility options for riders in Placer County using our modern, cloud-based and innovative platform—Spare Platform.

Spare is an agile company that is constantly innovating—this is one of the reasons why Mitsubishi Corporation made a large investment in Spare. They saw a company that is making considerable and impactful strides to the future of transit. As a leader in new mobility solutions and an advocate for making transportation accessible, inclusive, and user-friendly for everyone, we believe it is integral to have a system that **not only operates as a flexible and innovative service from day one, but can be used across new modes and expansions for many years to come.**

We want to work with transit agencies that are forward-looking and want to drastically increase the quality of service for their community. We hope the County, the City of Roseville, and the City of Auburn will be one of them.

Kind regards,





Primary RFP Contact: Rob Precious, Growth Manager
rob@sparelabs.com | +1 604-353-7170

Kristoffer Vik Hansen, Project Sponsor
kristoffer@sparelabs.com | +1 778-995-6401

Spare confirms our proposal remains firm for one hundred twenty (120) days following the closing date for the receipt of proposals.

Spare confirms adherence to all current and future Federal, State and local laws and regulations applicable to the services described in this agreement and is solely responsible for all employment related compliance in regard to the Affordable Care Act (ACA) and AB 1522 – Healthy Workplaces, Healthy Families Act of 2014 (Paid Sick Leave Law).

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SECTION A: Firm and Team Qualifications

A.1 Team Engagement Plan

Spare will appoint a Project Manager who will be the single point of contact for all communication between the County and the Spare Project Team. This includes the kickoff meeting and weekly progress calls between the project management team and the County's team. As the single point of contact, Spare's Project Manager will provide multiple opportunities to address project concerns that might arise and confirm that they are properly discussed and resolved. She/he will be responsible for delivering a coordinated approach for the microtransit software services, including coordinating with internal teams, and in the future, local taxi companies and ride-hailing TNCs (like Lyft), that would service the overflow demand within the microtransit service. Spare has integrated a number of non-dedicated providers into its platform offering, including the formation of a strong partnership with the City and Transit Partnerships team at Lyft. This is something that can be explored in future phases.

Spare will implement the following management techniques to ensure the overall project deployment will involve a **fully qualified team** who are available and properly managed throughout project duration.

Regional Assignments

Spare's existing customer accounts are divided amongst Partner Success Managers who manage specific regions across the United States. Each Partner Success Manager, also known as our Project Managers, works with our existing partners to plan, design and deploy successful microtransit implementations, bringing region-specific context and knowledge to our partners. Following launch, the Project Manager will be at your side to continue with weekly progress meetings and discuss optimization and expansion strategies, if desired. For this project, we have nominated Fenella O'Brien as the Project Manager.

Back-Up Resources

Understanding that unpredictable circumstances can occur, Spare can appoint a Deputy Project Manager, to serve as a "backup". In the rare instance that Fenella is unavailable, our Deputy Project Manager will step in to fulfil project management responsibilities. If desired within our team engagement plan, we can work with the County to appoint someone qualified on our Partner Success Team to step in, as needed. We would only proceed with this with this individual with the County's written approval. Back-up resources to be used for this project would be managed and overseen by Quinn Kliman, our Operations Director.

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"RVTD has been deeply satisfied with Spare's robust backend, highly skilled staff, and exceedingly responsive customer service. Their cutting edge approach to microtransit service has enabled RVTD to push public transit into new regions and increase mobility for individuals who otherwise were unable to be served. We're excited to have them as a partner for our service!"
— Melissa Lowry, Project Planner, RVTD

A.2 Project Team Members

Spare's team members have six years of experience in the development, operation, and refinement of a microtransit system.

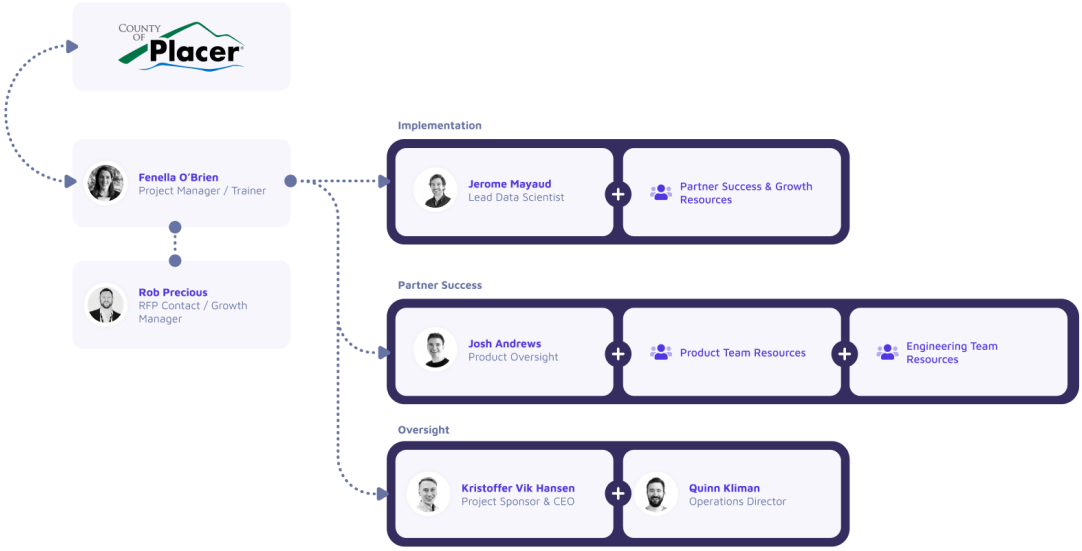
As shown in the organizational chart below, Fenella O'Brien will serve as the County's Project Manager. As the single point of contact, Fenella will oversee and direct Spare's resources to help plan, launch and continuously optimize your microtransit pilot, and any additional zone expansions.

While our Partner Success team will lead the transition and overall implementation, this will be a cross-functional effort between all of Spare's key functions, including: growth / partnerships, product, engineering, and partner success. A high-level summary of each departmental resources follow:

- **Growth & Partnerships:** Spare's primary RFP contact, Rob Precious, leads the transition from contract negotiations through to the first meeting with your dedicated Project Manager.
- **Product & Engineering:** Relevant to this contract, our team has extensive experience helping our partners developing service zones, parameters and operating hours through simulation. From planning phases to testing and launch, Spare's team will include implementation support staff, including a lead data scientist. We have included Jerome Mayaud's expertise to help plan out where best to locate your microtransit zones.
- **Partner Success:** Relevant to this contract, our team has extensive experience helping our partners develop service zones, parameters and operating hours through simulation. From planning phases to testing and launch, Spare's team will include implementation support staff, including a lead data scientist, Jerome Mayaud, who will help plan where best to locate your microtransit zones. In addition, piloting a microtransit service with a new technology platform can be daunting, but it doesn't have to be. Spare's Partner Success team has successfully launched dozens of microtransit (and later, commingled services) over the past two years, including the recent microtransit program for Kansas City Area Transportation Authority (KCATA) in Kansas City, MO, led by Fenella O'Brien. This project included multiple layers, including a deeplink integration with Transit App for trip planning. Spare's tested implementation strategy is realistic, reliable, and with Spare you will receive a true partnership that's optimized for success.

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Team Approach. *Organized for efficiency, committed to your long-term success.*



Brief details of our team's experience and qualifications are provided below.



Fenella O'Brien | Project Manager and Trainer

Fenella is a Partner Success Manager at Spare, focused on building strong relationships with customers to understand key project goals and objectives. Fenella has delivered over 10 implementations in the past year alone—including for Kansas City Area Transportation Authority (KCATA's) RideKC and Minnesota Valley Transit Authority (MVTA's) MVTA Connect. Based in Vancouver, Fenella has 6+ years of experience leading complex customer implementations and supporting ongoing success and has joined the mobility industry over the last year. Her previous work in the food delivery space, helping the UK's largest restaurant brands implement a new software solution, brings a wealth of operational knowhow and project management experience. Her relevant experience includes:

- **RideKC Flex**, Kansas City, Missouri, July 2021-ongoing, Project Manager and Trainer
- **Casper Area Transit Assist Service & Casper Children's Service**, Casper, Wyoming, July 2021-ongoing, Project Manager and Trainer
- **Capital Transit**, St. Helena, Montana, September 2021-ongoing, Project Manager and Trainer

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Quinn Kliman | Operations Director



Quinn currently uses his project management and analytical skills to launch paratransit and microtransit services across the US. To date, he's managed the deployment of over 25 systems, including more than 15 in North America in the past year. Quinn's success is due to the incredible relationships he's built with cities, transit agencies, operators, drivers, and dispatch staff around the world, as well as his intimate knowledge of the American transit landscape. Working hand-in-hand with Spare's product, growth/partnerships, and engineering teams, he ensures all partners have access to best-in-class technology solutions and the know-how to make the most of them. Some of Quinn's relevant experience includes:

- **GoLink**, Dallas, TX, DART, January 2019-ongoing, Operations Director
- **PSTA Access,** Pinellas County, FL, PSTA (Pinellas Suncoast Transit Authority), June 2021-ongoing, Project Manager
- **CTP ADA Paratransit**, Cheyenne, WY, Cheyenne Transit, October 2020-ongoing, Operations Director

Jerome Mayaud | Lead Data Scientist



Jerome uncovers insights from Spare's massive databases, and drives future growth by building out transit analytics capabilities. He is responsible for designing Spare's in-house transit simulation and planning tools. He previously worked as a Postdoctoral Research Fellow at UBC's Urban Predictive Analytics Lab and as a sustainability consultant in London. Jerome gained a PhD and BA from University of Oxford and an MPhil at the University of Cambridge, and has published 20+ peer-reviewed academic articles.

Some of Jerome's relevant experience includes:

- **McKinney / Collin County Transit Microtransit Simulation**, Collin County, TX, July 2020-ongoing, Lead Data Scientist
- **SMART / AECOM Microtransit Simulation**, Detroit, MI, April 2020-ongoing, Lead Data Scientist

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Rob Precious | RFP Contact / Growth Manager

Rob has over 15 years of experience working with large enterprise and government organizations all over the world, over the last 10 years Rob has worked in the software industry, specifically focused on SaaS platforms and large-scale implementations. Prior to joining Spare, Rob worked at Comm100 Network Corporation, a leading omni-channel customer-experience software platform as the Director of Enterprise Sales and at QuickMoble a global mobile application provider as an Enterprise Sales Manager. Some of Rob's relevant experience includes:

- **C-TRAN**, Vancouver, WA, January 2021-ongoing, Growth Manager
- **Calaveras Transit Agency**, Calaveras, CA, December 2021-ongoing, Growth Manager
- **Center for Pan Asian Community Services, CPACS**, Atlanta, GA November 2021-ongoing, Growth Manager

A.3 Financial Stability

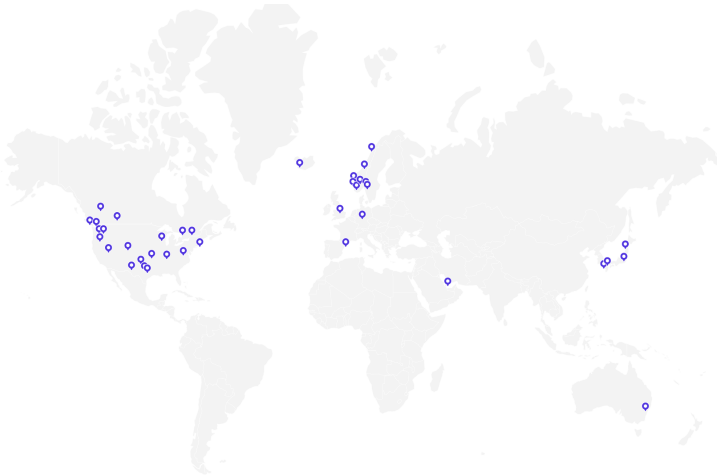
Spare is a financially sound company, with clients across four continents: North America, Asia, Europe and Oceania and over 100 systems deployed worldwide.

Spare's Letter of Good Standing with RBC and un-audited financial statements are provided in the Additional Documents Upload. We are currently in the process of auditing our 2021 financial statements, to be completed by summer 2022.

A.4 Microtransit Systems Project Experience

Headquarters: Vancouver, British Columbia

2015	4	4x
Founded	Continents	Growth (past year)



For six years, Spare has been building a **mobility operating system for the modern world,** empowering public and private transportation companies to offer mobility services that are superior to those previously imagined. Since then, Spare has been partnering with many public transit agencies across North America to run inclusive and efficient on-demand transit and ADA paratransit, including one of the largest on-demand transit systems in North America: *DART GoLink* and the first on-demand transit system in Japan: *KnowRoute*. In addition to

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this, Spare continued to work with partners all over North America to launch microtransit, ADA paratransit, and NEMT commingled services in Florida, Texas, Nevada, Colorado, Missouri, Massachusetts, Oregon, and Minnesota to name a few.

Over the last two years, Spare continued to grow it's services, expanding into 30+ new transit agencies across North America. In this time we developed paratransit specific operations, and continued to grow the services across the United States that are using commingling and pooling to drive operational efficiencies and increase vehicle productivity. Spare also launched into new verticals, powering both ride-hailing / Transportation Network Company (TNC) services and Autonomous Vehicles (AV) services.

In addition, we're extensively powering Open API integrations such as with GoPass (for DART in Dallas, TX), Transit App for multimodal connections (in Durham Region, Milton, and Burlington, ON), webbooking (in Canada and Norway), BI tools, and over 20 additional integrations to come this year.

As a leading mobility provider with **modernized, cloud-based software**, Spare Platform offers a complete and flexible mobility operating platform that allows transit agencies to easily launch and manage on-demand services—covering the full spectrum of automated dispatch and scheduling from the flexible and easy-to-use admin portal to the Rider and Driver apps. Our platform currently operates in more than 85 worldwide operations and powers millions of rides a year across four continents: North America, Asia, Europe, and Oceania.

Spare's mission is simple: **to empower everyone to unlock the potential of mobility**. Spare Platform is now trusted by some of the most innovative and forward-thinking transit agencies in the world, including over 65 installations in North America alone for agencies like Dallas Area Rapid Transit, Citibus, Greater Attleboro Taunton Regional Transit Authority (GATRA), Citibus, Minnesota Valley Transit Authority (MVTA), and StarTran.

Spare is also trusted by many of the biggest automakers, including Toyota and Mitsubishi, to provide on-demand transportation services to their customers.



In 2022 and beyond, Spare has closed on a Series A funding round and will take the raised capital to further build out the world's most sophisticated mobility operating system, with the goal of enabling better cooperation between different transportation providers, increasing access to cost-efficient shared rides, and encouraging more people to opt for collective transportation.

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The table below presents six of our most relevant and successful implementations. Project summaries and customer references for the four highlighted purple projects are found in *Section C. Performance and References from Similar Projects*.

Full case studies of some of these and other relevant services are found in the Additional Documents Upload.

	Calaveras, CA	Dallas, TX	Ashland, OR	Kansas City, MO	Lincoln, NE	Eden Prairie, MN
Launch Date	2021-12	2019-01	2020-01	2021-10	2020-04	2019-08
Agency	Calaveras	DART	RVTD	KCATA	StarTran	SW Transit
Spare Products Used						
Spare Launch	✓	✓	✓	✓	✓	✓
Spare Analyze	✓	✓	✓	✓	✓	✓
Spare Rider (* for white labeled)	✓		✓	✓	✓	✓
Spare Driver	✓	✓	✓	✓	✓	✓
Key Relevant Factors						
Microtransit system	✓	✓	✓	✓	✓	✓
On-demand transit to connect to fixed route & transit hubs	✓	✓	✓	✓	✓	✓
Data-insights used to scale services	✓	✓	✓	✓	✓	✓
Mobile applications for vehicle operators and customers	✓	✓	✓	✓	✓	✓
Adequately trained staff to use software	✓	✓	✓	✓	✓	✓
Timely and supportive service implementation	✓	✓	✓	✓	✓	✓

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Our vision for the future of transportation



Multi-modal Mobility

Access to on-demand mobility, public transportation, and micro-mobility will be available inside a single app that will provide transparency in how best to move.



Public/Private Cooperation

We believe riders benefit when public and private transportation service providers, like Spare, can co-exist and build better mobility for everyone.



Technology innovation enables profitable transportation

The technology surrounding mobility will continue to improve, which will further accelerate the growth of efficient and profitable transportation.



Widespread use of on-demand shared transportation

As shared on-demand transit becomes more cost effective, more people will give up their personal vehicles in favor of the on-demand option.

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SECTION B: Statement of Work and Methodology

B.1 Project Understanding

In our previous meetings with the Agency teams at The County of Placer, City of Roseville and City of Auburn, and our review of RFP #20233, the Spare team has a deep understanding of the Agency's goals and objectives for the new microtransit service.

We understand that the one-year pilot program will be deployed in one or more zones within the area encompassing the City of Roseville, City of Rocklin, City of Lincoln, Town of Loomis, City of Auburn and unincorporated Placer County communities of Granite Bay and North Auburn.

As the new microtransit zones have not been formed, and will be developed and approved by the Agency during the implementation process, Spare is uniquely positioned to help guide the Agency with microtransit planning. With the help of our lead data scientist, Jerome Mayaud, we can assist the County with proposing service parameters such as response time, maximum ride time, pick-up and drop-off flexibility, and number of vehicles in service by time of day, to name a few. Through Jerome, we will leverage our in-house transit simulation and planning software, Spare Realize.

Through this iterative process, the Spare team will support the Agency by using Spare Realize to analyze the proposed service area and provide the Agency with simulations, analysis and recommendations to launch an optimal, well-designed Microtransit service that is widely adopted by the public.

Following this, once the County is aligned on the specific microtransit service zones, it will be a straight-forward and methodical process for the Spare team to work with the County, the City of Roseville, and the City of Auburn to implement the new services in the Spare Platform, which is a highly flexible and easily configurable mobility solution.

In preparation for this proposal, we ran three scenarios in Realize to kickstart the initial process of this microtransit pilot program.

B.2 Service Innovation Opportunities

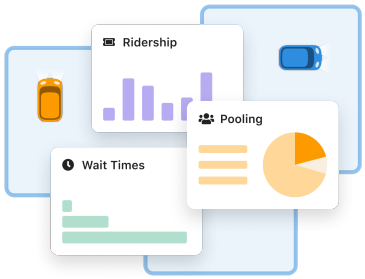
Spare has a long history of not only pioneering cutting-edge technology, but also in delivering on its commitments through an iterative process of tight-knit communication, partner feedback loop, and a continuous drive for improvement. Over the last six years, our team and suite of technology has proven many successful implementations, including for both existing and new services and zones.

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Having read the RFP and based on our understanding of the County's needs, we've outlined several recommendations and areas of opportunities for the County's review. We have also included several optional key features that put Spare at the forefront of mobility innovation, such as advanced commingling, Open API, and trip brokering capabilities for further consideration.

B.2.1 Microtransit Service Recommendations: A Proposal Study

Spare assessed the microtransit potential using Realize and recommends the following zones as high potential areas for a microtransit service. Through Spare's planning methodology, we leveraged data provided by the County including statistics on population and number of trips to find the Adoption Rate. From there, we were able to predict demand in these potential areas and identify the population density.



We recommend these areas as a good candidate for microtransit, in order of descending importance, with details on each scenario following. The table below also summarizes high-level key metrics for each service area.

1. Auburn
2. Granite Bay Expanded (Roseville and Rocklin)
3. Sunset Area

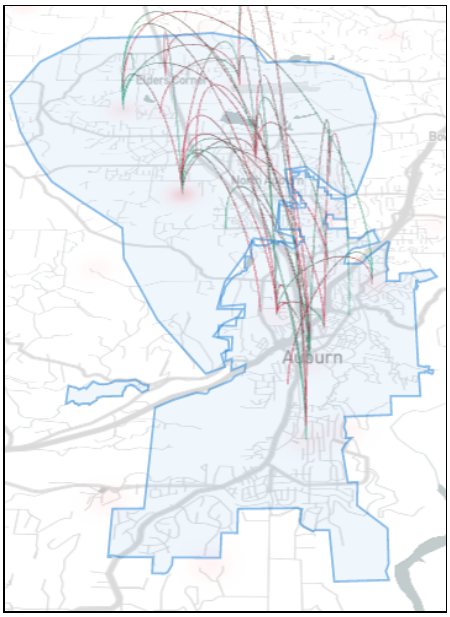
Summary of Results

The three scenarios simulated by Spare provide the County with a range of options for running the pilot. This along with local priorities and needs should ultimately determine where and how the microtransit pilot is launched. We would be more than happy to discuss these findings further, as this scratches the surface of how Spare's Partner Success team can work with each agency to find the optimal microtransit potential.

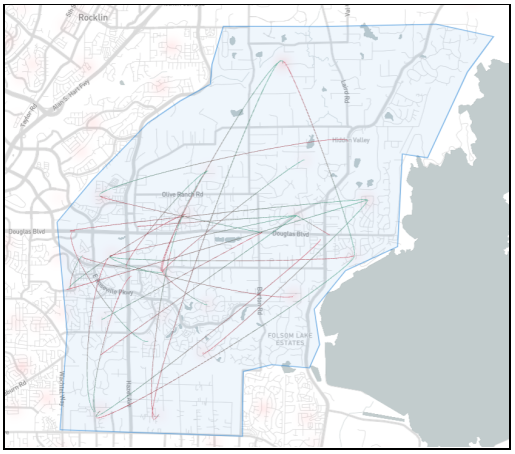
Metric	Scenario 1 Auburn	Scenario 2 Granite Bay Expanded	Scenario 3 Sunset Area
Ridership	110	185	56
Vehicles	2	4	2
PPVH	4.6	3.9	2.3

Scenario 1: Auburn	In order to explore the Auburn service zone, we created a boundary based on maps shared with us. Below are the service KPIs we can expect from the Spare simulation and a map showing sample trips on which these metrics are based. The population density of the combined city of Roseville, Rocklin, Loomis and

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	Lincoln is approximately 2412/sq mi. The Auburn area (inclusive of the Highway 49 Dial a Ride service area has a population density of 1281/sq mi. This immediately indicates that Auburn is a good candidate for microtransit as it has less density and possibly more zones where fixed route transit is not feasible. Key among the KPIs is the PPVH of 4.6 with an average wait time of 20 mins. This simulation is based on 2 vehicles running for 12 hrs.  **Auburn Service** Ridership & Rider Experience Total Boardings 110 Passengers Per Vehicle Hour 4.6 Average Travel Distance 4 mi Average Travel Duration 11 min Max Wait Time 74 min Median Wait Time 20 min Cancellation Percentage 22% Fleet & Vehicles Vehicle Hours 24 Daily Driver Shifts 2 Pooled Trips Ratio 70% Pickup On Time Percentage 87%
Scenario 2: Roseville and Rocklin	The second scenario is based on running microtransit in a select area encompassing Roseville and Rocklin where the population density is low. This would include Granite Bay Dial a Ride area and significant expansion beyond that. This is a significantly larger area than Auburn. Spare predicts that there would be 185 daily trips in this area. Expected PPVH would be approximately 3.9 and median wait time of 21 minutes. These estimates are based on 4 vehicles running for 12 hrs every day.

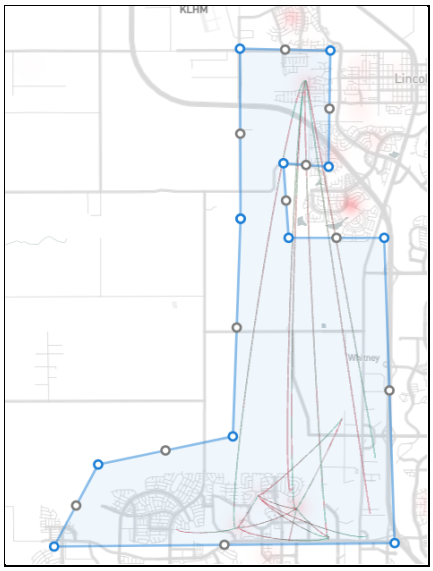
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Ridership & Rider Experience	
Total Boardings	185
Passengers Per Vehicle Hour	3.9
Average Travel Distance	4 mi
Average Travel Duration	11 min
Max Wait Time	85 min
Median Wait Time	21 min
Cancellation Percentage	24%
Fleet & Vehicles	
Vehicle Hours	48
Daily Driver Shifts	4
Pooled Trips Ratio	59%
Pickup On Time Percentage	88%

Scenario 3: Sunset Area with Parts of Roseville and Lincoln

In a third scenario, we looked at a service zone encompassing the Sunset area along with parts of Roseville and Lincoln, which is also feasible. This would entail 2 vehicles and 56 daily ridership.



Ridership & Rider Experience	
Total Boardings	56
Passengers Per Vehicle Hour	2.3
Average Travel Distance	5 mi
Average Travel Duration	12 min
Max Wait Time	64 min
Median Wait Time	18 min
Cancellation Percentage	25%
Fleet & Vehicles	
Vehicle Hours	24
Daily Driver Shifts	2
Pooled Trips Ratio	47%
Pickup On Time Percentage	90%

B.2.2 Open API and the Future of Integrations

At Spare we believe the **future of transit is integrated mobility solutions.** Because Spare is invested in openness and transparency, the Spare Open API, the foundation of Spare Platform, is available online at docs.sparelabs.com for all of our partners and competitors to see. This offers developers access to up-to-date Spare Platform information such as vehicle availability, departure times, and live

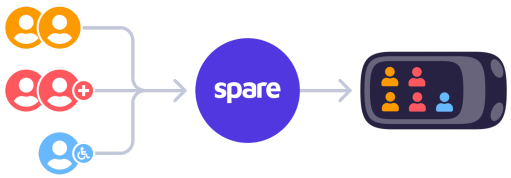


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tracking. Our API offers access to protected functions for registered developers, such as booking a trip, getting information about recent trips, cancelling trips, and more.

In a world where open APIs are the rule, rather than the exception, the rate of innovation among developers will be rapid and robust, ultimately providing the County and its residents with more value and choice over what one company could ever offer on its own. Options of extendability range from integrating multi-modal trip planning (e.g. Transit App) and fare payment cross platform solutions (e.g. GoPass) to integrations with non-dedicated providers, like Lyft. Spare's commitment to a truly open API is a radically different approach than that of any other mobility platforms out there and is, in our view, an essential asset for the future of mobility services, perfectly aligned with the next generation of public transit.

B.2.3 Advanced Commingling (Optional)

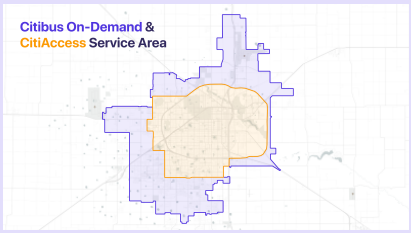


Spare's commingling feature provides a unique operational service model that would be transformative to future phases of the County's microtransit program.

Through commingling of different rider groups and fleet sharing of vehicles, each of your agencies could use agency-owned vehicles, MV Transportation's fleet of vehicles, and any additional dedicated and non-dedicated fleets to carry a variety of rider types. Examples include voucher program riders, elderly transit services, NEMT service, paratransit service, or custom transit service — all pooled at the same time.

This innovative feature would allow the County of Placer, City of Roseville, and the City of Auburn to increase its service **with its existing fleet of vehicles available**, if desired, from strictly microtransit to include paratransit, NEMT trips and any other trip necessary. Even with the same vehicle, each rider group would be able to receive different services (e.g. stop-to-stop vs. door-to-door for paratransit and NEMT customers).

Where we've done this before — Citibus | Lubbock, Texas



Spare launched a commingled service with Citibus in Lubbock, Texas, as shown in the figure to the right showcasing the outline of the two zones. The Citibus Access service is ADA paratransit, whereas the Citibus On-Demand service is a microtransit service for the general public. Through fleet sharing, Spare provided operational savings of up to 30% in Lubbock by avoiding the need to operate a larger, overall fleet.

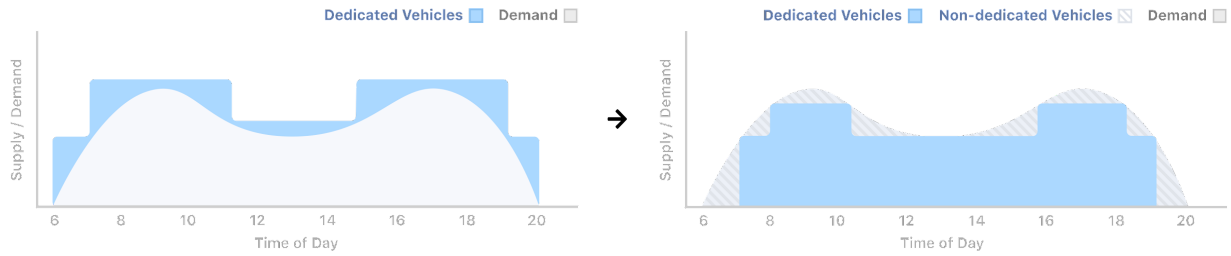
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B.2.4 Trip Brokering with Open Fleets (Optional)



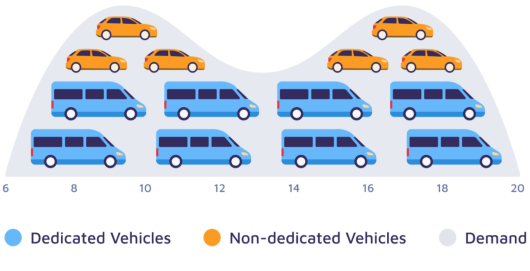
Based on the RFP and the pre-proposal meeting, it is our understanding that County envisions a future program that includes a mix of dedicated and non-dedicated service providers; however, the scope of this contract is limited to technology at this time. Spare is well positioned to be the microtransit software provider of choice, granted that the County, the City of Roseville and the City of Auburn has a desire to integrate with these flexible service providers to meet rider demand in future phases or future programs following this initial project. Spare's Open Fleets can enable this. By bridging the gap between Spare Platform and a desired ride-hail provider, the County can leverage this innovative capability to **always receive the most efficient solution for their residents daily on an operational level.**

Our partnership with Lyft provides the County with the flexibility to seamlessly mix dedicated agency vehicles with Lyft's non-dedicated network. By utilizing a mixed fleet of dedicated and non-dedicated vehicles, the County can maintain customer-friendly, responsive levels of service at a much lower cost. This is best illustrated in the figure below.



In the first figure, we have produced a system that can manage the peak demand periods, but because of staffing constraints, we must have an excess in fixed supply during certain times. In the second figure, we see how it becomes possible to "undersize" a system when there is the ability to broker out trips. In the second figure, the fixed supply will provide the core service for passengers; however, third-party fleets such as Lyft can be dispatched on-demand to fill in the gaps between shifts and to manage peak demand, enabling a better passenger experience at a lower cost per trip.

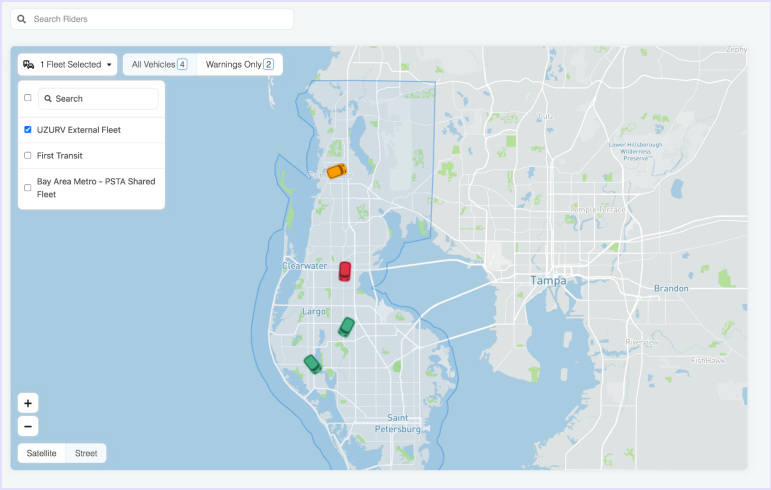
With trip brokering, many agencies end up with a system that looks like the image to the right. Dedicated vehicles are used throughout the day, but during peak hours non-dedicated vehicles are used to supplement the dedicated vehicles. Through our partnership with Lyft, the County, in the future, can seamlessly tap into Lyft's rideshare network to dispatch overflow, off-peak, or



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“off-geography” rides to available drivers in the area. Rides to Lyft can be dispatched on-demand or scheduled up to 7 days in advance.

Where we’ve done this before — PSTA | St. Petersburg, Florida



Leveraging the Spare Open API, Spare’s Open Fleets feature currently bridges the gap between Spare Platform and Uzurv, a TNC company that offers door-to-door service in Florida. The figure to the left shows a live look at Uzurv’s non-dedicated fleet operating in St. Petersburg, viewable by Pinellas Suncoast Transit Authority’s (PSTA’s) schedulers and dispatchers.

B.3 Service Delivery Plan

Implementation Overview



For this project, we propose an approximate three month service delivery to ensure all necessary steps to launch a successful microtransit pilot, including defining microtransit zones, presenting findings to the County, and defining service parameters are done to a high quality degree.

As such, the service delivery plan below details a 12-week implementation schedule that aligns closely with the desired start date for the “go-live” date of Spare Platform. This allows for sufficient time to identify challenges, refine service delivery, and overall provide for a successful launch. Together with the County of Placer, City of Roseville, and the City of Auburn, Spare will complete full testing of the Agency’s and the Contractor’s fleets within a live system to test real time functionality and to make any adjustments to the service, as needed, prior to microtransit service launch. To ensure everything is ready to launch smoothly, Spare proposes additional launch support team members, as detailed in the organizational chart in *Section A.2*.

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We have allocated approximately 3 weeks to the testing period. The County will receive two environments: one for testing and another for production throughout this process. Post kick-off, we will work with the County to finalize the schedule.

The following table describes our steps to implementation, team member involvement, as well as key project milestones related to each phase.

Implementation Work Plan and Timeline

Implementation. *Approximate dates for the delivery of the Agency's microtransit pilot.*

Project Stage	Major Milestones	Core Activities	Responsible Party
Contract Award **Phase 1: Pre-Kickoff and Simulations** *Contracting and Stakeholder Engagement* *Between Award of Task and Contract Signing*	✓ Contract Award - assuming **March 21, 2022** ✓ Notice to Proceed - **date TBD** ✓ High-level scope of work and pricing finalized.	Spare has an in-depth project kick-off and onboarding process that will allow us to define the service goals, objectives and expectations together. Against these we'll jointly determine a set of KPIs to measure the success of the project.	Spare Executive/Technical Team: Kristoffer Vik Hansen Spare Growth Team: Rob Precious
Phase 2: Kickoff and Project Plan	✓ Project kickoff with Spare and the City project team - **April 11, 2022**	Hold a kick-off meeting with the City to finalize the project plan. Confirm goals, objectives, and scope for identified services and zones. Set up recurring weekly project calls.	Spare Executive/Technical Team: Quinn Kliman Spare Growth Team: Rob Precious
Phase 3: Service Planning and Design	✓ Fine-grained service parameters finalized. ✓ Detailed, week-by-week launch schedule completed - **April 18, 2022** ✓ Security and recovery plan	Begin the transit planning and consulting process to identify and model the services. Create service based on parameters (for our routing algorithms), determine integration needs / scope, procure hardware, discuss fare and payments strategy. Develop operational processes.	Spare Executive/Technical Team: Quinn Kliman Spare Growth Team: Rob Precious Spare Partner Success Team: Fenella O'Brien

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	created and validated - **April 28, 2022**	Driver device and vehicle set up, add drivers, booking agents and schedulers to the platform. Collaborate with the City to promote the demand response services. As an option, Spare can share best practices on promoting new services and provide graphics / social media support, if desired.	Spare Data Science Team: Jerome Mayaud
Phase 4: System Development ***Approx 4 weeks. Commence week of May 9, 2022***	✓ Platform configuration completed - **June 6, 2022** ✓ System ready for testing **June 7, 2022** Platform is ready for end-to-end internal tests.	Set up services in Spare Platform based on identified parameters. Optimize algorithms around the City's service parameters. Localize the system through detailed mapping and traffic modeling. Align product configurations to meet the City's requirements.	Spare Executive/Technical Team: Quinn Kliman Spare Partner Success Team: Fenella O'Brien
Phase 5: Testing ***Approx 3 weeks. Commence week of June 9, 2022***	✓ Testing environments ready and completed - **June 14, 2022** ✓ Service dry run completed - **June 15, 2022**	Perform a broad spectrum of functional tests using a fully localized simulation environment. Conduct quality assurance and internal field tests in the City's service zone (with real drivers and riders). Conduct full-scale dry run tests to test functionalities and ensure staff understand their workflows. Make system adjustments based on testing, as needed.	Spare Executive/Technical Team: Quinn Kliman Spare Partner Success Team: Fenella O'Brien
Phase 6: Training and Vehicle Setup	✓ Training plan finalized ✓ Workforce, including data analyst, driver, scheduler/dispatcher, and booking agent training completed	All drivers, dispatchers, schedulers etc. are trained and made ready for launch. Conduct training sessions and dry runs. Ready vehicles for launch, including device setup and installation.	Spare Executive/Technical Team: Quinn Kliman Spare Partner Success Team: Fenella O'Brien

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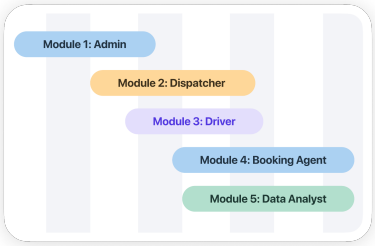
	✓ Vehicles ready for launch ✓ In-vehicle device setup and installation completed	Note: the City will be assigned a Project Manager, who will coordinate aspects of recurring training, as required, by the City's staff.	
Phase 7: Pre-Launch	✓ Final system acceptance completed	Validate driver accounts, platform user accounts, and all necessary customer data for launch. Schedule duties in Spare Platform. Verify all previously scheduled trips are in the system for launch.	Spare Executive/Technical Team: Quinn Kliman Spare Partner Success Team: Fenella O'Brien
Phase 8: Service Launch	✓ System goes live—Spare launches service - **June 24, 2022** (date to be determined and finalized with the County) Initial adjustments made. Spare makes any necessary changes based on actionable feedback from first users and County staff.	Execute on launch plan. Support the City's marketing and outreach activities (eg. press releases, launch events) and generate interests in services, if desired. Gather feedback from initial users and make service adjustments.	Spare Executive/Technical Team: Quinn Kliman Spare Partner Success Team: Fenella O'Brien

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Phase 9: Post-Launch Support and Optimization ***Ongoing to End of Contract***	Performance reviews completed, which will be shared by Spare and used as a benchmark against collaboratively-determined KPIs.	Meet weekly to discuss issues and ongoing optimization or expansion plans. The weekly staff briefing will summarize: ● Summary of work completed to-date ● Updates to schedule ● Project status and deliverables ● Activities and expected deliverables for the upcoming month ● Red-flag issues ● Recommendations to improve the service delivery Meet quarterly to deep dive into quarter performance and set quarterly objectives Run quality-control tests and incorporate rider/driver feedback. Ensure smooth day-to-day operations. Spare Data Science team to provide reports and recommendations in optimizing service further. Conduct market research, analysis, and understanding of rider experience through reviews and rider interviews.	Spare Partner Success Team: Fenella O'Brien Spare Data Science Team: Jerome Mayaud Spare Growth Team: Rob Precious

B.4 Training

Spare's Training Modules



Spare offers multiple training sessions, as required by our customers, as well as ongoing training throughout the duration of our contract. Our five proposed training modules are shown to the right and detailed in the table below. Spare has allocated approximately 1-week to provide training and vehicle setup. Our Partner Success team, led by our Project Manager, delivers all training using a train-the-trainer approach, which will be the guiding principle to all of train-the-trainer training sessions. These sessions will equip our customers, including riders, Executive Team, Operations, Customer Service, IT/Business Intelligence, and Drivers with the know-how to train others themselves. Depending on the timeframes available, training can be adjusted to meet the needs of your organization, its leadership team, and the end-users. **Additional**

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remote training comes at no additional cost. Remote training is very common and works for the majority of our client's implementations.

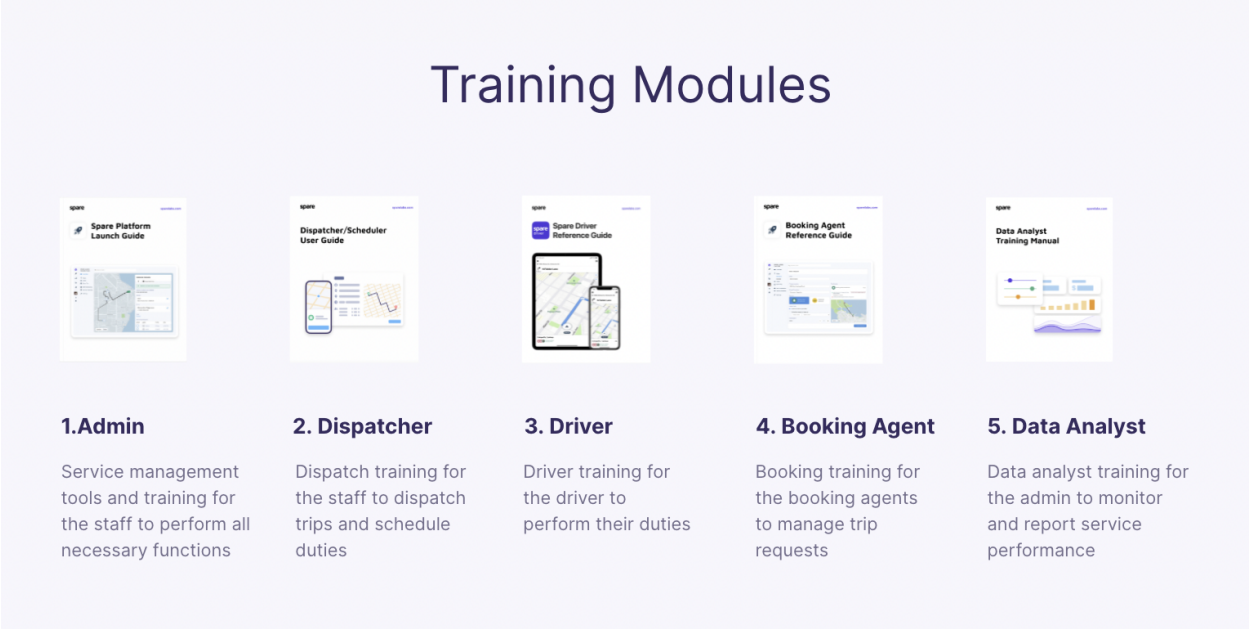
Training Modules. *Modules available for Spare Platform and the approximate time investment.*

Module	Core Activities	Deliverables	Comprehensive Written Training Material
Module 1: Admin (2 hours)	• Dispatcher, Driver, Booking Agent and Data Analyst modules • Setting up and restricting user permissions • Setting up dashboards	Understanding of complete suite of service management tools, allowing staff to perform all necessary functions	Spare Platform Launch Guide Troubleshooting Guide
Module 2: Dispatcher (1 hour)	• Use Live Map • How to create and cancel trip requests • Schedule duties (driver shifts) • Setting up notifications • Deal with exceptions • Managing vehicles and drivers	Understanding of complete suite of service management tools, allowing staff to perform all necessary functions	Spare Platform Launch Guide Troubleshooting Guide
Module 3: Driver (2 hour)	• Dealing with no-shows and cancellations • Hands-free notification and communication handling • Emergency response management • Managing “flag-down” (if applicable)	Understanding of Driver app allowing staff to perform all necessary functions	Driver App Reference Guide Driver App Video Training
Module 4: Booking Agent (1 hour)	• Navigating Requests • Booking Requests • Booking Recurring Trips • Troubleshooting Guide • Spare Interactive Voice Response (IVR) • Editing Rider Profiles • Adding Favorite Locations • Adding Group Memberships	Understanding of booking module, allowing booking agents to manage trip requests	Spare Platform Launch Guide Troubleshooting Guide
Module 5: Data Analyst (1 hour)	• Setting up Dashboards • Pulling data files via CSV or XLS • Setting up integration into data visualization platform (if applicable)	Understanding of data analyst module, understanding analyst to monitor and report service performance	Spare Platform Launch Guide Troubleshooting Guide

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B.4.1 Training Content Material

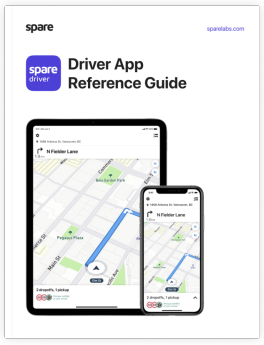
All training materials and related documentation will be provided to County staff by our appointed Project Manager.

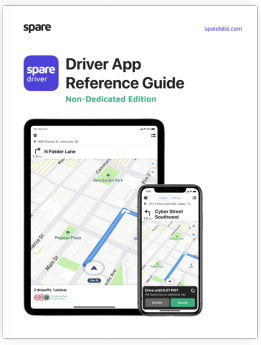


System Administration Training

Spare's **two-hour in-person / webinar training** course covers all of the Spare Platform components available to administrative access users, including creating and editing zones, modifying notification settings, passenger and vehicle administration, match administration, exception management, and customer support. Spare also offers extensive system administration support documents, including a user guide, that enables administrative staff to find answers to questions themselves.

Driver Training





Informing the driver on how to use the Driver app is central to a successful experience. Spare's Driver app was designed from the ground up to be user friendly and safe to use on the road. Driver training begins when the driver enters the app and logs in using their email and password. Each driver is greeted with an onboarding procedure that explains how the app works and the various functionalities. We also offer a Driver Quick Reference guide that can be kept in vehicles in case drivers have issues or questions while on the road. Lastly, drivers can also utilize the Spare Driver support documentation to find answers to questions themselves.

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A **two-hour in-person** driver training session is recommended for each driver using the Driver app. The trainer for the in-person driver training can be a member of Spare, or another driver / operator, if a train-the-trainer setup is preferred. Several drivers can be trained in parallel during one in-person driver training session. Below is a walkthrough of the steps involved in the driver training.

1. Before the in-person driver training session, each driver will watch an introductory YouTube video of the Spare Driver app and guidelines for the specific service being deployed. Drivers can also use this video in the future as a reminder on how to use all aspects of the Driver app.

2. During the in-person driver training session, the trainer provides a full walkthrough of the Driver app for the driver(s). The walkthrough covers normal operating procedures as well as procedures for dealing with unforeseen operational situations / issues. The driver(s) will also receive a paper-based quick reference sheet explaining common operational procedures, together with escalation policies.

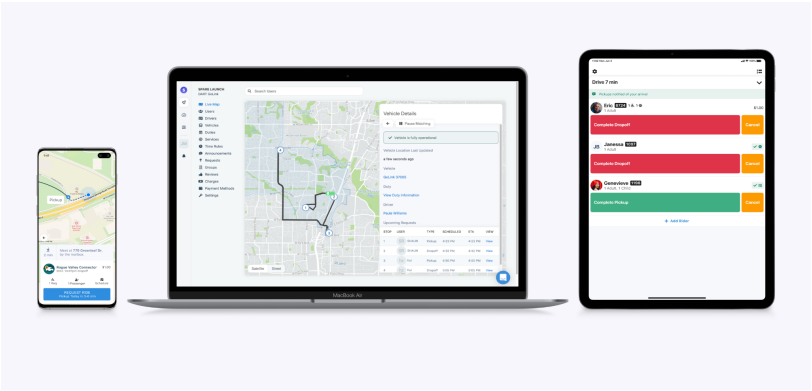
3. After a satisfactory level of training has been performed, the trainer will organize a full system dry-run with the driver(s), simulating foreseen and unforeseen situations, in order to test driver readiness.

4. After the in-person driver training is complete, it is recommended that a more experienced driver accompanies the newly trained driver(s) for their first public shift.

Ongoing Training

Post-launch, the County's Project Manager, Fenella O'Brien, will be available for weekly meetings and ongoing training, as needed. Spare will organize specific training sessions for new feature launches as they are released. In-person training can be arranged at any point pre- or post-launch for an additional cost.

B.5 Technology Approach



For this project, we will be providing the Spare Platform, our powerful software platform for microtransit operations. Spare Platform is a cloud-based software-as-a-service (SaaS) solution for coordinating, managing, and planning microtransit, paratransit, demand-response, and on-demand transit services. It is a single software solution that provides agencies with an administrative/backend panel and frontend applications (Spare Rider and Spare Driver).

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At Spare, we believe in a truly interconnected transportation ecosystem, with multimodal travel as the standard. With this in mind, Spare Platform is built with **an open architecture** that can be implemented quickly and easily. It can run by itself or integrate with other transportation software tools and modules from agencies, Spare, or a third-party vendor. These include mobility-as-a-service (MaaS) applications and ticketing systems. Spare Platform also allows agencies to integrate TNCs such as Lyft, local taxi companies, and local community organizations into the platform for a unified transportation experience.

The Spare Platform consists of three key components. These components each interact with the Spare Engine, our proprietary algorithm that optimizes operations. They are: **Spare Engage, Spare Launch**, and **Spare Analyze**. These four components provide the most advanced service for agencies, riders and operators.

With Spare, scalability and reliability, naturally, go hand-in-hand.

We also provide the **Spare Rider app**, which allows passengers to book and manage trips on Spare-powered services. Agencies can opt to white-label the Rider app, giving passengers a cohesive customer experience across all your services.

Each vehicle on a Spare-powered service will use a device with the **Spare Driver app**. The app will be where drivers will sign in, get information on their trips, and receive information from the Spare Platform.

The Spare Platform and the rider and driver-facing apps work together to create a single solution for your transit operations. In the background, the **Spare Engine**, the advanced algorithmic model behind the Spare Platform, is constantly monitoring and optimizing the system, automatically optimizing routing and scheduling to deliver an efficient and reliable service for your agency and its riders.

For this service, we will focus on two specific components of the Spare Platform: **Spare Launch** and **Spare Analyze**, in addition to the **Spare Rider** and **Spare Driver apps**.

B.6 Ability to Meet Technology Requirements

Requirement	Comply?	Spare's Approach & Comments
Microtransit Requirements - 5.2 Technology Description		
5.2.1 Contractor will provide a turnkey Software-as-a-Service solution for deploying flexible on demand public transit service – Microtransit. Agency staff will be able to log into an intuitive dashboard to monitor rides that are pending, in progress, or completed, and to schedule call-in riders to be added to the automatic routing and dispatch system. The microtransit software will notify and direct Agency drivers to pick-up and drop-off locations.	Yes	Spare Platform is our comprehensive solution for microtransit services. It consists of Spare Launch, our automated scheduling, routing, and trip planning platform and Spare Analyze, our reporting and data analytics suite. Spare Platform is powered by the Spare Engine, our unique trip optimization algorithm designed to deliver the most efficient service possible. Drivers will use the

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		Spare Driver App, which connects to the Spare Platform to give drivers an intuitive user interface for monitoring pickups and dropoffs and managing their schedules.
5.2.2 Customers will be able to request rides via their mobile phone, desktop computer or call center fielded calls. Once a ride is booked, riders will stay informed with real-time tracking and will receive text message alerts when their ride is close. Customers will also have the option to pay for their trip through the software application.	Yes	Spare supports booking through an app (Spare Rider App), through a web portal (Spare Rider Web), and through call center-fielded calls (enabled by Spare Launch). Once configured, customers will receive live updates to their trip. Customers can opt to pay for their trip on the Spare Rider App or on Spare Rider Web. They can also pay for trips with stored payment methods when calling in.
5.2.3 Agency staff shall have access to a cloud-based back-end dashboard that provides reporting on all key performance indicators and data.	Yes	Spare Analyze is our reporting and data analytics center which provides both high-level KPIs and detailed reports for further service analysis.
5.2.4 At a minimum, the technology shall provide the following features and abilities:		Spare can meet and exceed the minimum requirements.
A. Customer-facing user-friendly free smartphone application available for download in the Apple and Android stores customized with Agency branding.	Yes	The Spare Rider App is available on both the Apple App Store and Google Play Store for iOS and Android devices, respectively. It can be "white-labelled" to match any desired agency branding.
B. Customer-facing free website version of smartphone application with desktop computer customized with Agency branding.	Yes	Spare Rider Web is designed to replicate the functionality of the Spare Rider app, but as a website. Similarly, it can be "white-labelled" to match desired agency branding.
C. Ability for scheduling rides by phone through the South Placer Information Center.		Through the Book A Request module in Spare Launch, staff can book trips on behalf of customers that call in to the information center.
D. On-demand reservation, booking, scheduling, tracking and payment of fare through a mobile application or website.	Yes	The Spare Rider App and Spare Rider Web meet the requested requirements.
E. Reservation and booking via phone through existing South Placer Transit Information Center.	Yes	Through the Book A Request module in Spare Launch, staff can book trips on behalf of customers that call in to the information center.
F. Dynamic routing of vehicles to accomplish most time and mileage efficient trip delivery based on real-time and historical traffic data available through common open	Yes	Spare Launch uses the Spare Engine to route vehicles in the most efficient manner possible. It can use traffic data to

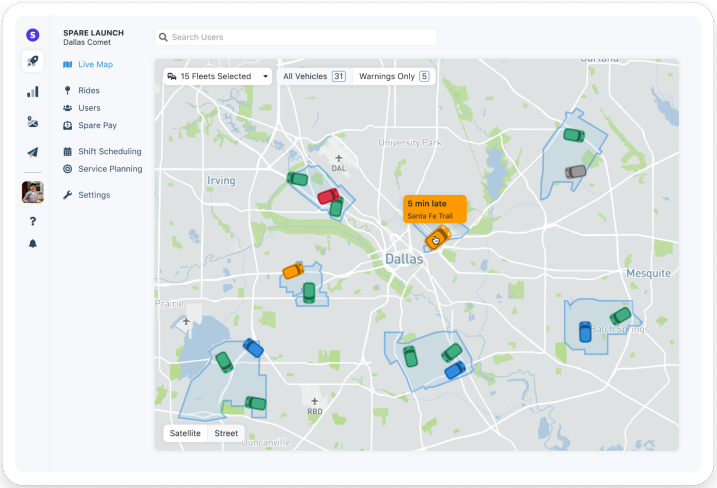
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source data available to consumers in 2021.		optimize trips based on traffic conditions.
G. Americans With Disabilities Act eligible rider trip requests with ability for customer to specify use of wheelchairs or other mobility devices.	Yes	Customers can request a ride with a specific accessibility feature, be that wheelchair space, a stroller space, or accomodation for a service animal. Customers will only be matched to vehicles with the requested features and with capacity for those features.
H. Ability to access service without credit card registration.	Yes	Spare supports service access without credit card registration.
I. Ability to pay with cash on-board the Agency vehicle.	Yes	Spare supports a "pay on board" function to allow riders to pay with cash on the vehicle.
J. Real-time customer-facing tracking of vehicle arrival with text messaging alerts when vehicle is close using an intuitive user interface similar to other common trip and delivery tracking used by consumers in 2021.	Yes	Spare has configurable notifications to inform customers of the status of their vehicle and the status of their trip. Notifications can be sent to customers via SMS/text message, push notification, and/or automated phone call.
K. Functionality to manage/prevent no-shows (i.e. one no-show distributes key warning message, two no-shows results in program removal, etc.).	Yes	Spare logs each "no show" trip on the customer profile and within ridership reports. Users can be banned temporarily.
L. Operator facing real-time map and location of vehicles along with pick-up and drop off locations.	Yes	Spare Launch includes a live map function to show active vehicles and their status.
M. Operator facing dashboard for analysis of service operations available to Agency staff with standard and customizable reporting, including SQL generated reports.	Yes	Reports are generated at the administrative level through Spare Analyze.
N. On-board tablet, or other hardware for driver interface with the routing software. Where applicable integrate software into existing Agency tablets or hardware. Placer County Transit vehicles are equipped with a Samsung Active2 Tablet with Zonar software loaded for pre/post-trip inspections and vehicle tracking. The City of Roseville vehicles are equipped with tablets which integrate with Trapeze as well as utilize the Zonar software for GPS tracking and pre/post trip inspections. The City of Auburn buses are currently using a microtransit technology but wish to maintain the flexibility to be part of a the multi-jurisdictional microtransit project.	Yes	Spare utilizes the Spare Driver app to serve as the on-board interface. It works with both Android and iOS/iPadOS devices that have access to the Apple App Store and Google Play store. If agency tablets meet certain minimum technical requirements then they can readily use the Spare Driver App. Should the tablets not meet these requirements, any off-the-shelf compatible tablet can be used.

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O. Ability to gain customer feedback through the application or website with that automatically creates an organized and searchable database form for Agency review showing customer comments, customer location, trip origin & destination, trip time & date, vehicle number.	Yes	Spare stores customer information, including trip history and trip locations. It can also store customer comments.
P. Ability to gain customer satisfaction information through customer rating.	Yes	Spare includes functionality to rate trips, including the ability to note "what went well" and what "didn't go well", as well as the ability to add free-form comments.

B.7 Spare Launch: Operations, Dispatching, and Scheduling



Spare Launch is where you will set-up, run and monitor your on demand service. It is where you will create your service zone(s), set driver shifts, track vehicles, book trips and more. MCTA will have both Dispatcher and Administrator-facing applications.

The Spare Launch and Analyze Admin Portal provides real-time access to system information and configurations for administrative users through an easy to use web-based interface. Various levels of permissions allow for different levels of access within the portal. Although the platform has been designed to not require any manual input on a daily basis, the Admin Portal allows administrative users to confirm their transit network is operating just as designed with a single glance.

Some of Spare Launch's notable and relevant features include:

Algorithm Priorities

Within Spare Launch, schedulers and administrators can edit Fleets on the fly, including modifying algorithm priorities using our Spare Fleet Slider feature. Administrators can modify our flexible algorithm based on factors like system efficiency ratio, wait time vs. detour time, and view graphical representations of these changes in real-time. In addition, trained agency staff can modify different factors (such as detour flexibility, backward and forward booking flexibility, pooling ratio, and turning off on demand service) that would change how the Spare Engine algorithm responds to existing conditions.

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Service Creation

The first step to setting up a system using Spare Platform is creating a service. Once you have created a service type, you can specify the geographical zone (including pickup / dropoff zones), stop locations, service hour exclusions, and more. All parameters can be changed at any time after the service has been created, giving your agency the flexibility to quickly make adaptations to its service based on data collected by Spare Platform.

Service Hours and Exclusions

Inside a service you may add service hours and exceptions to those hours. Exceptions can include changes of service on certain days, such as statutory holidays or days with special events.

Vehicle Management

Spare Platform includes a customizable vehicle management system with vehicle notes that can be added and removed over time. Vehicles are also tracked and display real-time information, such as daily mileage, speed, and location in the Spare Platform admin portal.

Stop Management

Virtual stops can be easily added through the stop manager. Stops can be marked by various accessibility offerings based on their availability for a specific service area.

Driver Management

Staff can easily add, remove or customize driver profiles on the fly within Spare Platform. Staff can also import and export a list of drivers using CSV format, as well as filter driver profiles based on fields like Created At, Last Seen, and Unscheduled Driving.

Creating Duties (Driver Schedules)

Driver schedules, or duties, are input by your agency's schedulers. Once they are input once, it’s easy to create recurring schedules, and adjust as needed.

Dispatcher Tool

To support phone-based dispatch, the administrative portal has a dispatcher tool that allows administrators to easily create and dispatch trips for demand-response services as well as manage their fleet of vehicles. Various tools are also available to help administrators adjust existing trips in real-time.

Fare Management

With Fare Rules, your agency has full control of how fares are set up for on-demand services. They can be based on a flat rate, variable based on distance and time, or by zones. Fares can also be assigned by

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passenger type. Fare Rules are designed for high flexibility, allowing your agency to mirror your existing fare structures for on-demand service.

Within the fare management system, your agency can also create stored value and time-based fare passes. Riders can access these fare passes through the Spare Rider app or use them when booking a trip with staff.

Spare does not handle fares. All fare payments and management of fares are set up via Stripe through Spare's Open API. The County and each agency manages their own Stripe account. This has worked extremely well for many of our transit partners that require set-up and reporting of fare revenue.

Fare Promotions

Spare Launch makes it easy for your organization to set up fare promotions. These can be used to invite new riders to try a service, reward existing customers, or provide free fares for special events. Your organization has full control over how long promo codes can be used, how many rides they're valid for, and how many riders can apply a promo code.

Rider Notifications

Administrators can create notifications for a variety of trip events, including scheduled pickup, cancellations, arrival, and completion of trip requests. These notifications can be sent via text message, push notification to the Spare Rider app, or by automated phone call.

Announcements

Announcements can easily be made to users to inform them of important information. They are broadcast to all users within the app, through push notification, or refined to a specific geographic area selected in the administrative portal. For instance, your agency could make an announcement to a region within the on-demand service that the roads are slippery from a snowfall and to allow extra time on their commute, or that there is a special event with unexpected road closures in place.

Request Management

A list of trip requests with current status, pickup and dropoff locations, assigned vehicles, and estimated pickup / dropoff times is available in the Requests page. Your agency will be able to use Spare to create daily routes and trip schedules in advance, and will therefore be able to automatically adjust scheduled routes and trips. This will be done in accordance with your agency's policies and procedures, the reservations that have been created or modified, and the cancelled trips by riders and reservationists from time to time, and any other circumstances that occur prior to the day of the reservation.

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Rider Management

Riders profiles offer staff and administrators a plethora of information on a services' users. Staff can look up riders based on their name, email, phone number or other profile information. Once on a rider's profile, staff can set and view preferences including accessibility requirements, other riders that typically ride with the passenger, among other fields.

Staff are also able to view historical trip information, including the pickup time, driver, and status of request (whether it was completed successfully or cancelled). Users can then click on the trip to view trip origins, destinations, and duration. Should your organization require a field not already available in Spare Launch, our team would be happy to add on Custom Fields as required.

Service Alerts

As providing public transit is a critical service for most cities, Spare Platform continuously monitors for overall service health and on-time performance. Notifications of service events are then pushed in real-time to system administrators through the Spare Launch Admin Portal notifications menu. If the administrator has subscribed to email service alerts, they will also receive alerts over email.

System Intervention

While Spare's strength is in its ability to automatically optimize trips and schedules based on a variety of factors, we do acknowledge that external events can happen that will require manual intervention. Spare Launch offers ways to accommodate external events while still maintaining a high level of service.

If a vehicle breaks down or otherwise has to be removed from service, staff can select "Pause Matching" from the Live Map view or in the Duty Details. The system will then re-match trips planned for that vehicle with the "next best" vehicle.

If an individual trip request needs to be rematched, staff can do so by selecting "Rematch Request" from the trip details. This will rematch the trip with the "next best" vehicle.

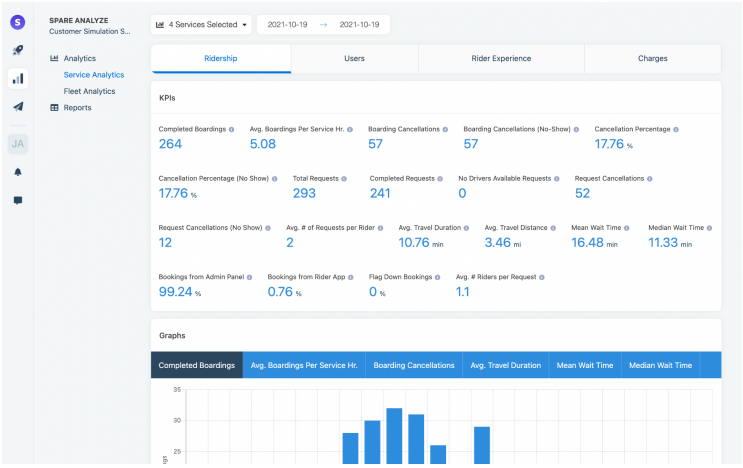
Time Travel

Time Travel is a tool that allows administrators to travel back in time and review performance of the system during specific operating hours. Administrators can look through the course of a day to gather time-specific data needed to resolve customer disputes and better understand the daily operations of the service.

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B.8 Spare Analyze: Reporting and Analytics

Spare Analyze is where your agency will receive reports on the performance of your Spare-powered service. This data allows agencies to make informed, quantitatively-based decisions about its transit network. All services in Spare Platform are tracked, monitored, analyzed, and presented in the Spare Analyze dashboard.



Service Analytics

Within the Service Analytics window, you can see how your services are performing and vital Key Performance Indicators (KPIs) for each service. This includes major service KPIs such as on-time performance analytics and trends over time, ridership data with actual revenue per service hour, and various demographics and coverage related statistics that display how well the service operates in peak times.

Fleet Analytics

The Fleet Analytics view provides your agency with key KPIs on your vehicle fleet, including revenue hours, boardings per vehicle hour, and on-time performance.

Reporting

Spare provides fully exportable reports in Excel format that can differentiate on-demand and paratransit passenger trip data. Reports can be generated at any time for any span of time.

Trip Search Analytics

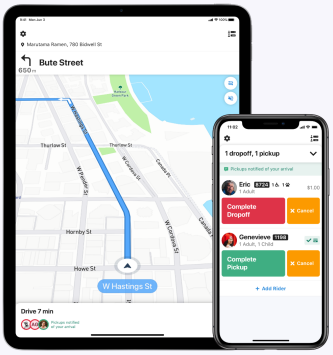
Data collection is integral to understanding how, when, and where people travel. Spare Platform will allow an agency to not only see where trips were taken by riders, but where riders searched to go. Spare Platform provides fully exportable reporting in Excel format that can differentiate on-demand and paratransit passenger trip data.

B.9 Spare Driver App: Operator-Facing Application

Drivers for both dedicated and non-dedicated vehicles can download the free iOS or Android Spare Driver application, which is their direct interface into all the services facilitated by Spare Platform. Drivers' trips are automatically dispatched to the driver and added to their trip itinerary from Spare Platform. Tablets

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and tablet terminals can be easily installed and locked in the vehicles to host the Driver app.



Driver Login

Drivers have a unique username and password which they use to log in to their tablet or smartphone at the beginning of their duty.

Detailed Itinerary

A full list of future and past stops is available with pickup and dropoff information within the driver app.

Cancellations and No-Shows

Drivers are automatically notified of rider cancellations as well as any necessary trip adjustments. Drivers can easily report no-shows from within the Spare Driver app, which are tracked on a per passenger basis. Passengers who are frequently designated as no-shows can be prevented from requesting trips in the future.

Live Vehicle Data

The Spare Driver app tracks and sends all live vehicle data, at a frequent interval, back to the Spare Launch Admin Portal. The platform then uses this information to provide full live vehicle data to administrators and riders, including: live vehicle tracking, driving durations, service kilometers, unique vehicle identifications, accepted trip requests, and more.

Turn by Turn Navigation

Spare Driver App provides fully automated turn-by-turn navigation. Live traffic is accounted for to ensure the optimal route is always taken. Voice guidance is also available, ensuring that the driver can focus on the road and not get distracted.

Driver Nudging

Sometimes drivers might forget to take an action or execute the next task. Spare Driver automatically monitors this and nudges drivers with helpful prompts when the app senses a task was not executed.

Dark Mode

Many drivers drive during times when there is little or no daylight. In order to provide a safe experience for the driver and riders, Spare Driver automatically switches into Dark Mode. If needed, this feature can be overridden in the settings.

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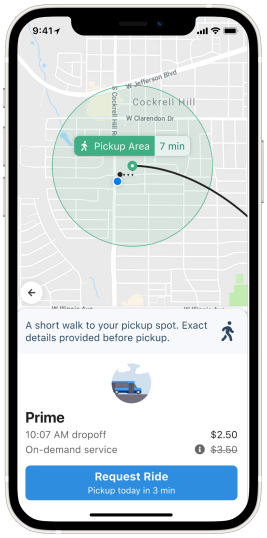
Flag Down

Sometimes riders need to quickly hop on a vehicle without it being dispatched through from Spare Rider or a call center. In order to handle this, Spare Driver has Flag Down functionality. This enables the driver to quickly add new trips to onboard the vehicle, and inform the rider when their expected dropoff is.

Driver Trip History

Drivers will be able to view previous trip history directly in Spare Driver. A summary at the top of each time span highlights total trips taken, fare totals, and how much of those fares were tips for the Driver. Below the summary, Drivers can click into each individual trip for a trip breakdown, including the service they drove for. Pickup/dropoff locations will not be shown in order to protect the privacy of riders.

B.10 Spare Rider App: Transit Customer-Facing Application



Free to download for any rider, the Spare Rider app was designed to provide a superior rider experience. From the sleek user interface, to the intuitive one-tap booking process, the Rider app is the best way for riders to experience transportation services powered by Spare Platform. The Spare Rider app can also be made available as a white-label app, with custom agency branding. As part of the deployment process, the white-label applications would be released and approved via the Apple and Android App Stores.

User Onboarding

Registration for the app is effortless, only requiring a phone number. New users are greeted with a four-step onboarding process, designed to walk the new user through the process of using the app.

Once using the app, users can input basic information about themselves. This includes favorite locations, such as home and work addresses. Gathering this information allows Spare Platform to better understand the end user, the market it's operating in, and to build better routes for vehicles.

Fast Searches

Spare stores user favorites and past searches, enabling destination selection to be done in no time. By simply tapping the “Where to?” bar, users are shown a list of past searches, favorites, and home / work locations. Users can also search for a location using integrated Google location search.

Requesting a Trip

Once the user has provided their destination, they are greeted with an overview of the trip, estimated walking involved, vehicle arrival time, and trip duration. To request a trip, users simply tap the Request

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Ride button. Trips can also be scheduled in advance and accessibility considerations can be set easily. Scheduled trip time options are based on a time range and are restricted to possible pickup times within the existing on-demand service hours, which can be defined through the Spare Launch Admin portal.

Walking to Pick Up Locations

To enable a more efficient service, Spare can require a user to walk to the closest or dynamically best “virtual stop”. The stop information is available to the user prior to requesting a trip.

Vehicle Tracking

The Spare Rider app provides real-time vehicle location updates to passengers. This level of tracking allows for the user to know exactly when they need to be at their stop and decreases delays in the system.

Rider Support

Rider support can be made available in the app through email, live chat, or phone. Live chat can be initiated by the passengers at any time and carried on without ever leaving the app. Spare can also integrate with third-party customer support tools, such as Intercom and Zendesk, ensuring your agency always has access to the best tools available.

Multi-modal Support

The Spare Rider app currently supports multi-modal trips by displaying an origin/destination search from the user’s current location to their selected destination, with multiple options, including On-Demand only and Fixed-Route only. A future phase will enable mixed trips, allowing users to combine fixed-route and on-demand services in a single trip from within the Spare Rider app.

Accessibility and Special Accommodations

When riders request rides, they are given the option to select any special accommodations they may need. Our accessibility options list is customizable by the client, but may include wheelchair accessibility, small child accessibility, door-to-door access, and more. Additionally, the Spare Rider app supports iOS and Android accessibility features, such as live text-to-voice.

We understand that a large portion of the population do not use smartphones or are unbanked, for example. Spare’s technology and service approach accommodates diverse passenger groups and their distinct needs, including those for seniors and riders with disabilities and/or limited technology access. For these riders without smartphone technology, Spare Launch allows administrators to easily book on-demand or scheduled rides on behalf of customers who phone in. Our services allow for “Flag-Down“ bookings if necessary.

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Language Support

The Spare Rider app can be translated to a wealth of different languages and is already available in eight languages: Spanish, English, German, Icelandic, Japanese, Norwegian, Catalan, and Swedish.

Zone Notifications

If a rider requests a location that is outside the zone of service availability, they are notified of the pickup and dropoff zones and are asked to pick a new location inside the defined service area. The search information is, however, stored for future analysis and can be used to optimize services and facilitate strategic service expansion.

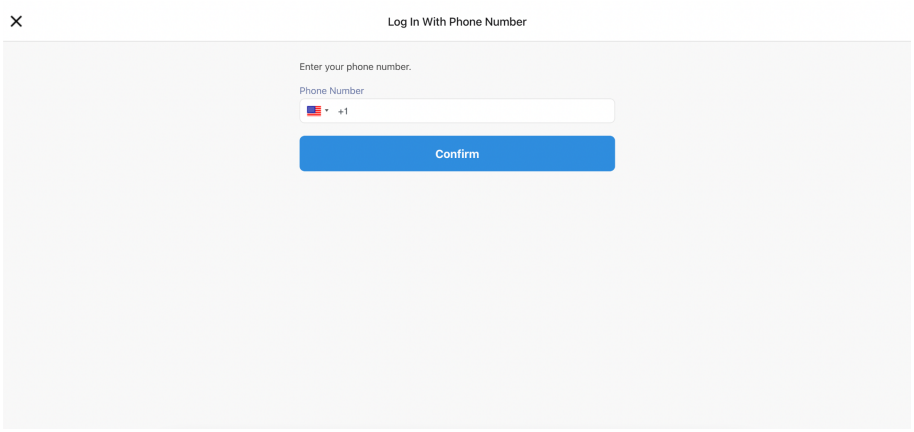
Rider Feedback

Within Spare Launch, administrators can enable Rider Reviews to allow riders to provide in-app feedback and ratings for the trip or driver. Administrators can also enable Rider Surveys to glean deeper insights into service.

B.11 Spare Rider Web: Web Booker

Spare Rider Web provides riders with an excellent trip planning and booking experience – entirely within a web browser. Designed to mirror the functionality of the Spare Rider app, it provides riders who either prefer to book trips in a web portal or who do not have access to a smartphone an excellent experience.

Signing In / Registration



Users are asked to sign in or register using their phone number and will receive a text message with a one-time password to authenticate.

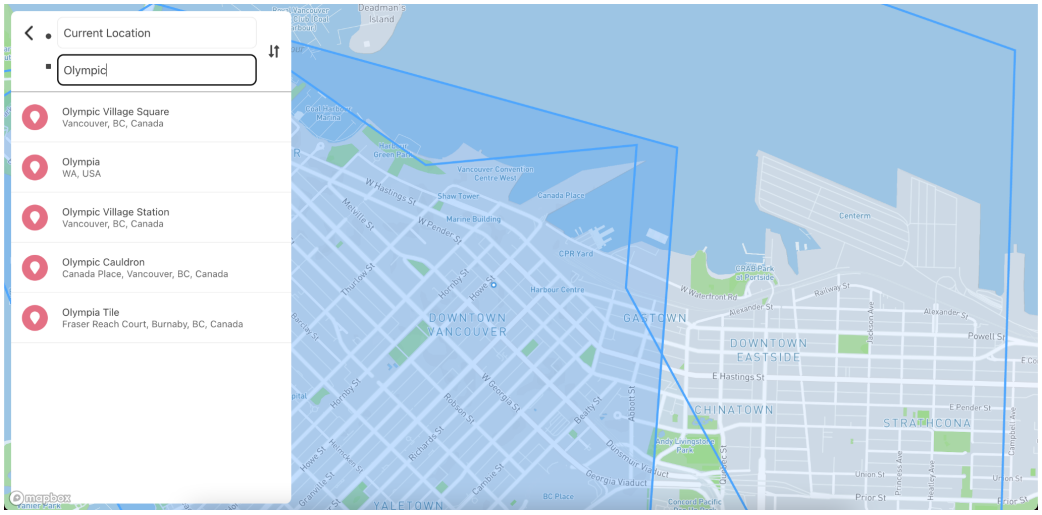
User Data Collection

Once using the app, users can input basic information about themselves. This includes favorite locations, such as home and work addresses. Gathering this information allows Spare Platform to better understand the end user, the market it's operating in, and to build better routes for vehicles.

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Fast Searches

Spare stores user favorites and past searches, enabling destination selection to be done in no time. By simply tapping the “Where to?” bar, users are shown a list of past searches, favorites, and home / work locations. Users can also search for a location using integrated Google location search.

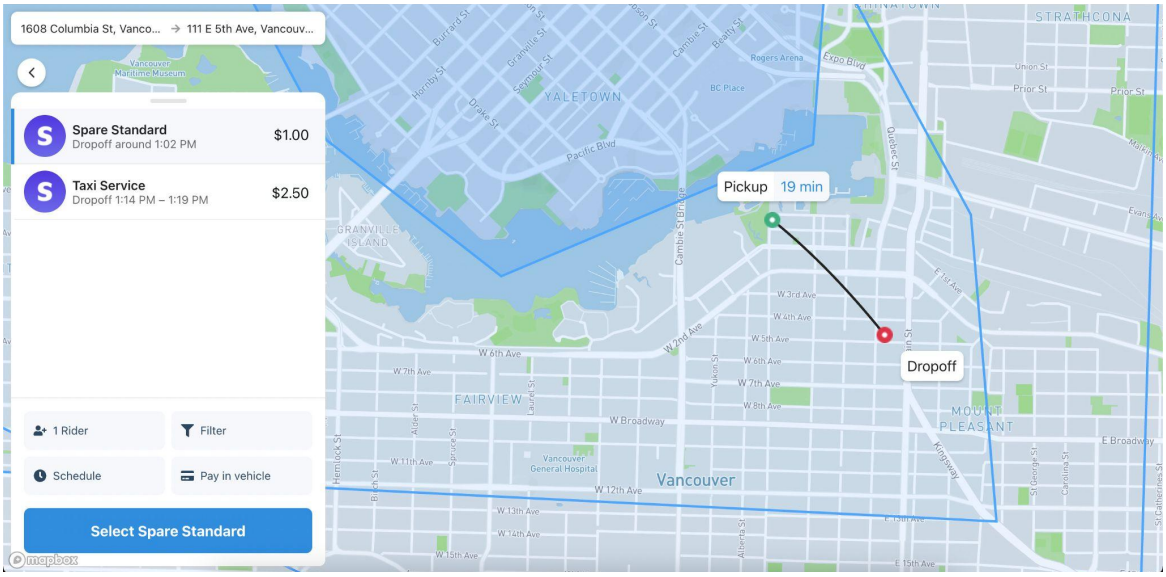


Requesting a Trip

Once the user has provided their destination, they are greeted with an overview of the trip, estimated walking involved, vehicle arrival time, and trip duration. To request a trip, users simply tap the Request Ride button. Trips can also be scheduled in advance by tapping the clock icon, and accessibility considerations can be set easily.

Scheduled trip time options are based on a time range and are restricted to possible pickup times within the existing on-demand service hours, which can be defined through the Spare Launch Admin portal.

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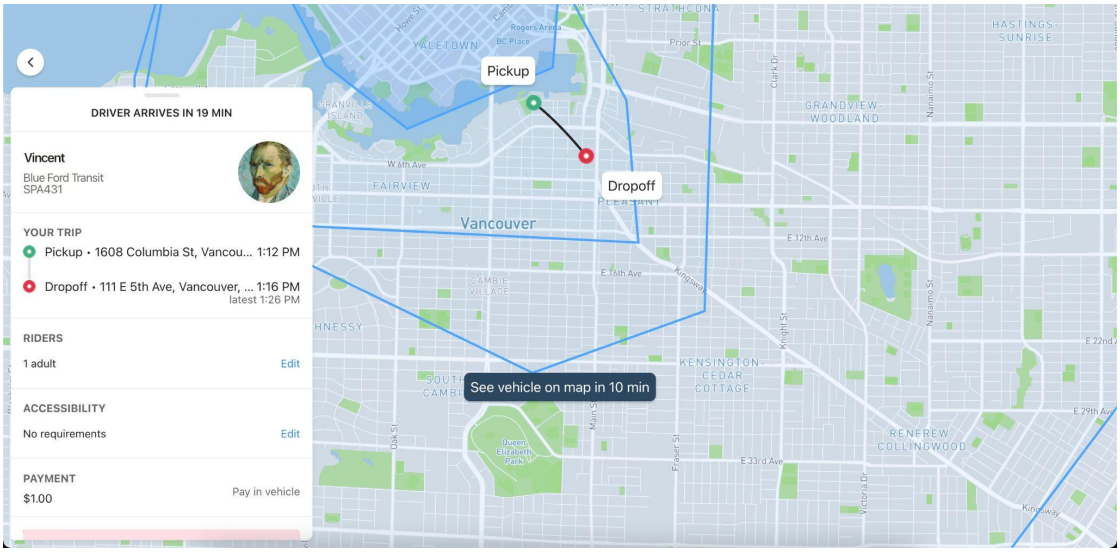


Walking to Pick Up Locations

In order to optimize the system and ensure that vehicles don't get stuck on side roads, Spare can (if desired) include the possibility of requiring a user to walk to the closest or dynamically best "virtual stop". These stops can be automatically generated or set by the administrator of the system. The stop information is available to the user prior to requesting a trip.

Trip Tracking

Once a user has booked a trip, they are shown the status of their trip, including who their driver is (if configured), what vehicle they are going to arrive in, any fare payments, and the location of the vehicle once it is available.



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System Tracking

The Spare Rider web portal can also be configured to display real time tracking information for all available vehicles on the home screen, informing passengers where vehicles are currently located and where they will be going.

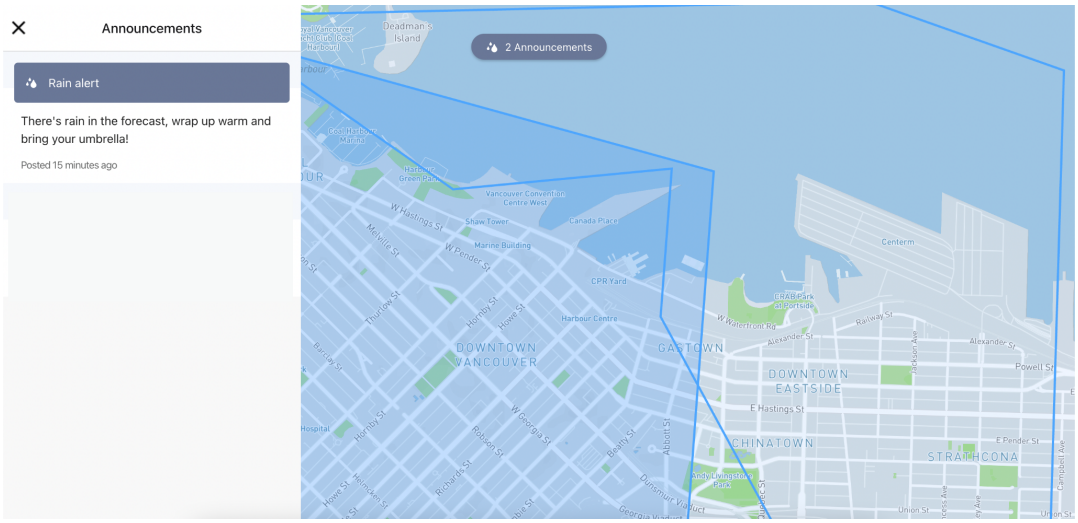
Rider Support

Rider support can be made available in the web portal through email, live chat, or phone. Live chat can be initiated by the passengers at any time and carried on without ever leaving the app. Spare can also integrate with third-party customer support tools, such as Intercom and Zendesk, ensuring your agency always has access to the best tools available.

Announcements and Notifications

We know that communication is key to any good passenger experience, therefore the Spare Rider web portal informs passengers of any delays that may affect them, all in real-time. Announcements can be sent to passengers in a specific region to inform them of important information like service disruptions.

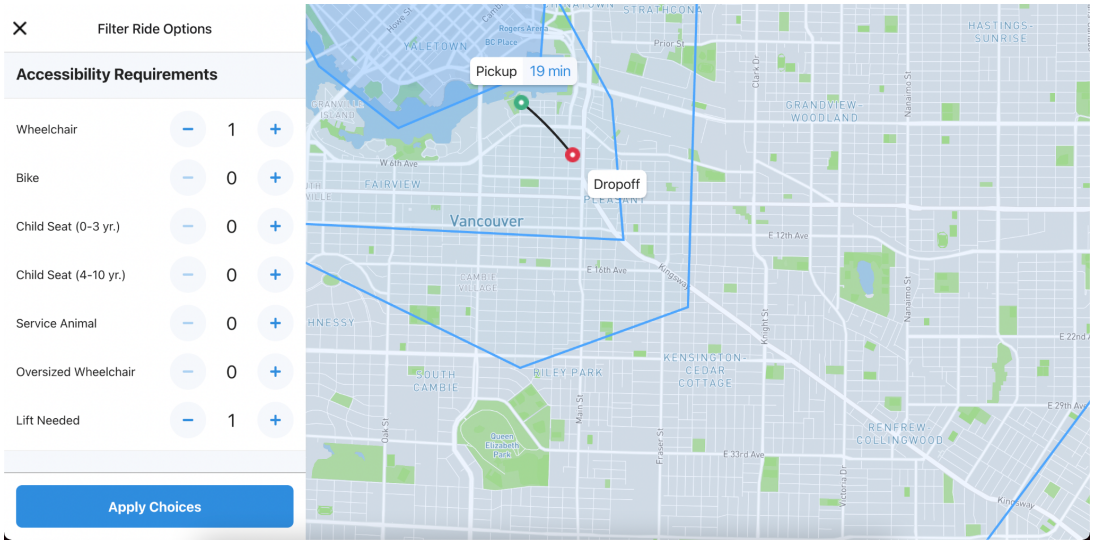
For instance, your organization could ask their passengers to allow extra time for their morning commute because of roadwork or could inform riders of a special fare promotion happening during a music festival.



Accessibility and Mobility Features

When riders request rides, they are given the option to select any special accommodations they may need. Our accessibility options list is customizable by the client, but may include wheelchair accessibility, small child accessibility, door-to-door access, and more.

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Language Support

The Spare Rider web portal can be translated to a wealth of different languages and is already available in eight languages: Spanish, English, German, Icelandic, Japanese, Norwegian, Catalan, and Swedish.

Zone Notifications

If a rider requests a location that is outside the zone of service availability, they are notified of the pickup and dropoff zones and are asked to pick a new location inside the defined service area. The search information is, however, stored for future analysis and can be used to optimize services and facilitate strategic service expansion.

B.12 Security



Spare respects our customers' privacy, and keeping our customers' data protected at all times is our highest priority. Spare's security policy is available online at https://sparelabs.com/en/security/.

Spare adheres to all privacy regulations in the locations in which it operates. Therefore, user data follows applicable provincial, state and federal privacy laws. Spare does not own the data collected; it is the property of RTD. Spare's system has HIPAA-compliant security features, including:

- Authentication for site access

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- The ability to set user groups and their access and editing privileges
- The ability to monitor users and maintain an audit trail
- The ability for multiple organizations to use the software and have unique logins with a unique audit trail

All of these features are designed to prevent unauthorized or accidental disclosure, alteration or destruction of data. In regards to payment security, Spare safely outsources payments to our partner, Stripe, a certified PCI Level 1 Service Provider that is well known and used around the world. Spare is also compliant with the General Data Protection Regulation. In addition, our data center is a ISO 27001, General Data Protection Regulation, HIPAA-compliant facility.

Our data security methods include:

Network-level security monitoring and protection. Our network security architecture consists of multiple security zones. We monitor and protect our network to ensure no unauthorized access is performed, using:

- A virtual private cloud, a bastion host or VPN with network access control lists and no public IP addresses
- A firewall that monitors and controls incoming and outgoing network traffic
- An Intrusion Detection and/or Prevention technologies solution that monitors and blocks potential malicious packets
- IP address filtering

Data encryption. All data within Spare Platform is encrypted at two levels:

- *Encryption in transit:* All data sent to or from our infrastructure is encrypted in transit via industry best-practices using Transport Layer Security
- *Encryption at rest:* All our user data (including passwords) is encrypted using battled-proofed encryption algorithms in our storage database

User protection. Protecting our users is of utmost importance to Spare. Our protocol includes the following:

- Role-based access control
- Advanced role-based access control is offered on all of our enterprise accounts and allows our users to define roles for administrators
- Account takeover protection

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- We protect our users against data breaches by monitoring and blocking brute force attacks

Spare adheres to top industry standards to ensure the integrity of databases, software and functionality of the platform, API, driver app and rider app. This work is implemented by our quality engineers, and is managed and overseen directly by the Chief Technology Officer / Security Lead, Alexey Indeev.

Spare recently became the first on-demand transit software provider to be **fully SOC-2 and HIPAA compliant.** As a software provider and keepers of important data, we have a responsibility to prevent harmful data breaches, which can be economically devastating for a business and its customers. This is an important step forward in the mobility industry as we continue to expand in the transit space. More information can be found on our blog.

Developed by the American Institute of CPAs (AICPA), SOC 2 defines criteria for managing customer data based on five “trust service principles”—security, availability, processing integrity, confidentiality and privacy. The SOC 2 auditing procedure attests to Spare’s commitment to achieving the highest standards for security compliance for all of our transit partners and transit customers.

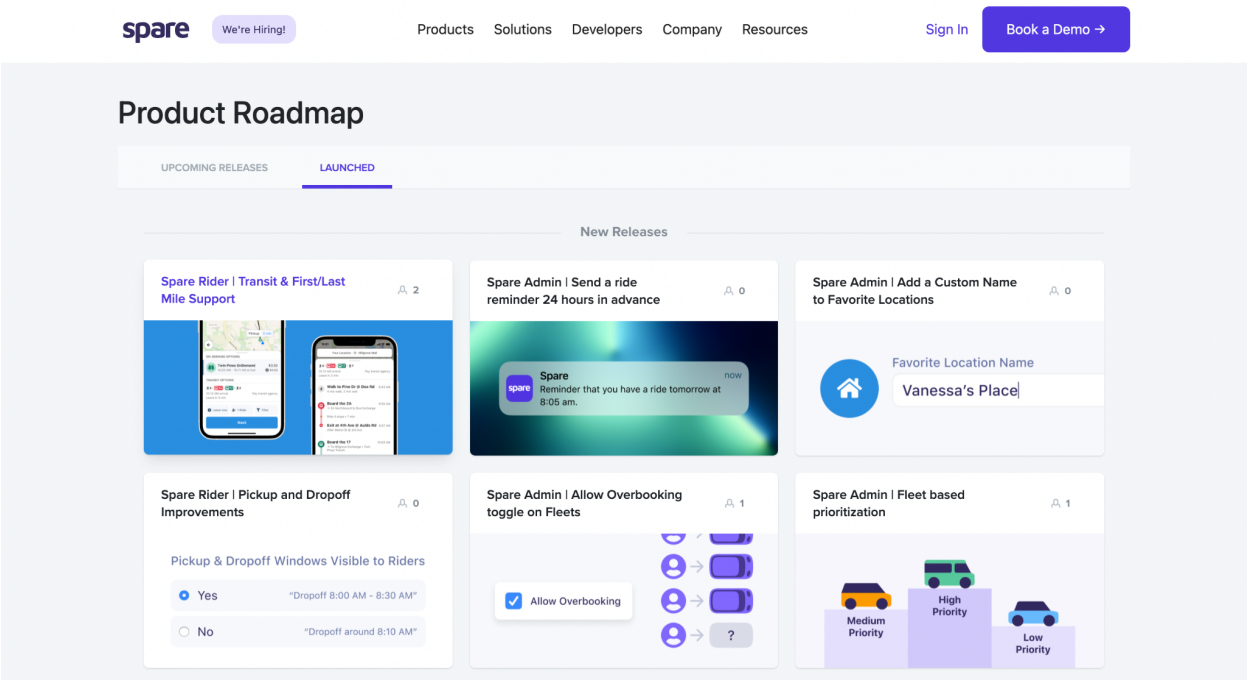
B.13 Post-Launch Support

Spare will provide updates and feature upgrades at no additional cost to the County. As a cloud-based SaaS product, essential updates, including bug fixes and patches, are automatically pushed to customers in the background. New features are pushed to customers but not activated unless enabled by a “feature flag”. This allows organizations to test features in their testing environment before deploying into production, minimizing disruption to preferred workflows and operations.

Our roadmap is publicly available on our website. New features are added regularly based on customer feedback and industry best practices.

***Product Roadmap**. Spare adds new features to Spare Platform regularly. These are some of our most recent features.*

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After services are launched on the Spare Platform, Spare will continue to provide a high level of support with a dedicated Partner Success team. In summary, the following is included as part of Spare's post go-live optimization and support strategy:

- Project management and dedicated Project Team
- Weekly meetings
- Rider interviews to find ways to improve rider experience & optimize service
- Analysis and recommendations from our Data Science team
- Monthly Data Science Digests
- 24/7 dedicated technical customer support (phone, email, and chat)
- Continuous service optimization
- Personalized weekly and daily email reports
- Future updates to the Spare Platform
- Continuous Spare Platform performance optimization
- Spare Platform hosting and maintenance
- Translation and localization updates and maintenance
- Real-time data gathering and performance reporting
- On-demand service marketing support
- Spare Payment Hub ongoing maintenance and optimization (if is used for service)
- Ongoing rollout of new Spare Platform innovations

Throughout the project, and during / after future service expansions, Spare will continuously identify current and future cost savings opportunities that can reduce the costs of the City's deployment and operation. We do not expect on-site work to be required; however, should on-site launch optimization (in-person training or go-live support) or additional service marketing support be required outside of a white labelled app (e.g. co-branded case studies about service success).

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B.14 Outreach and Marketing Plan

The long-term success of any digital on-demand service relies on how an agency can grow ridership over time. While input parameters and nature of the demand itself (e.g. how dense demand is, whether the origins and destinations are clustered, etc.) are crucial to overall service reliability, deploying marketing outreach strategies during and post-implementation are keys to rounding out a successful microtransit service.

Spare offers an in-house marketing team that could lead the marketing and awareness efforts. Working closely with the partner success team, we can help promote services and increase awareness for riders across County of Placer, City of Roseville, and the City of Auburn prior to launch and post-launch. To best support the County, Spare can provide the following levers to help market the rider platform (*Section B.10: Spare Rider App and Section B.11: Spare Rider Web*) to potential customers and ultimately increase overall demand:

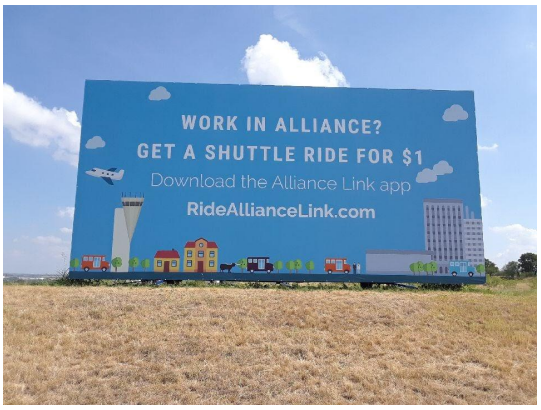
Growth and Marketing Strategy

Spare recommends using a mix of channels and continuously reviewing and optimizing the growth plan based on the channels that prove to be most effective. Channels can include digital marketing, out-of-home advertising, community engagement and partnerships, and street marketing, to name a few. As part of our standard marketing package, your agency will receive strategic marketing advice from Spare's partner success and marketing teams, leveraging their experience on over 100 implementations. Our dedicated team will help you segment your riders, identify the ride acquisition channels for them, and establish a marketing plan that can help you achieve the ridership demand based on your agency and service goals.

Rider and Community Engagement

Spare recognizes that the acquisition of new riders is not enough; agencies must also keep riders engaged and active. Targeted promotions and personalized communications help address this problem. Spare recommends configuring a range of subscription offerings based on identified use cases to improve rider retention and expand the use of your agency's service. We also recommend continuously analyzing ridership trends, both quantitatively and qualitatively. Spare's in-house partner success and data science team has a proven track record of assisting partners in data collection efforts, including surveys, on-board feedback, and in-app push questions. We will be happy to leverage this expertise to evaluate your agency's desired project outcomes on an ongoing basis and improve the services over time.

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Billboard for Toyota. *Ride Alliance Project with Toyota, a billboard created by Spare to support the launch of the new Ride Alliance Link Project with Toyota — increasing awareness and ridership to the program.*

If your agency desires, Spare can also offer remote workshops for riders as a part of our marketing and community outreach campaign. We have found these workshops to be particularly effective at reaching riders who are typically underserved by public transit, including seniors, riders with disabilities, and unbanked riders.

Branding and Design



Spare's marketing teams also support transit agencies to create custom vehicle branding, as well as a white-label rider app, if desired. An example of the Rogue Valley Transportation District (RVTD) microtransit vehicle is shown to the right, where Spare created the vehicle wrap for RVTD's Ashland Connector microtransit service to help launch and market the new service.

Our marketing team can assist with the white label app, white label how-to-ride videos, and white label new service promo flyers as part of our design services.

Where we've done this before

As part of our marketing and outreach services, Spare developed:

- Custom branding work for RVTD (above), Durham Region Transit in Ontario, Zunga Bus, and Maaman
- General "How To Ride" videos that were used by Durham Region Transit (Ontario), Medicine Hat (Alberta), and Crossroads Connect (Washington)
- Provided digital assets such as social media image templates, bus vinyl designs, and an illustration "sticker pack" for all whitelabel customers

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Marketing Best Practices and Guides

Spare's partner success and marketing team will offer best practices and guides that cover a full range of marketing knowledge that will help equip and inform your agency with the know-how to conduct outreach. These include messaging and communications, awareness campaigns, social media, website and landing pages, service branding, pricing, leveraging an app and data, and rider education.

A snapshot of these guides include:

- How to grow ridership with the right mix of marketing channels
- How to use your website to market your mobility service
- How to use social media to market your mobility service
- How to educate your riders on your new service
- How to determine the best fare structure and pricing for your mobility service
- How to create a mobility service brand

Pricing Strategy

With transportation deployments across the world, Spare understands that a tailored pricing structure can effectively grow and shape demand. For example, in a service envisioned by Mountain Line in Flagstaff, Arizona, offering reduced fares for rides that begin or end at a transit hub can significantly boost ridership. The Spare Platform allows partners to easily configure these parameters in order to launch targeted campaigns.

B.15 Data Reporting & Key Performance Indicators to be Provided By Software Data

Spare Analyze, our reporting and analytics platform, will be the tool the County uses to conduct data reporting and analysis of service KPIs. Please refer to *Section B.8* for a narrative explanation of Analyze and *Section B.6* for our ability to meet the County's technical requirements related to data reporting.

For further custom reporting and dashboard capabilities, the County can leverage Spare's Open API to integrate with data analytics platforms such as Tableau for even more customized data reporting.

Understanding that reporting to NTD is mandatory for any federally-funded agency, through Spare Analyze, the County can report data as per Federal Transit Administration (FTA), California Transportation Development Act (TDA) and National Transit Database (NTD) requirements. We are also looking into additional custom reporting capabilities in our product roadmap for Q2 2022.

Vehicle Metrics

Spare provides breakdown of Vehicle Revenue hours, Total Vehicle hours, and Passenger Miles.

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Vehicle Hours	Revenue Hours	Total Vehicle Travel Distance	Travel Distance With Riders On Board	Total Revenue Distance
67.38	60.8	982.23 mi	531.09 mi	947.2 mi

Passenger Metrics

Spare provides Ridership data on a cumulative as well as monthly basis. The filtering of KPIs below is possible by any date range.

KPIs

Completed Boardings	Avg. Boardings Per Service Hr.	Boarding Cancellations	Boarding Cancellations (No-Show)	Cancellation Percentage
264	5.08	57	57	17.76 %

Cancellation Percentage (No Show)	Total Requests	Completed Requests	No Drivers Available Requests	Request Cancellations	Request Cancellations (No Show)
17.76 %	293	241	0	52	12

Avg. # of Requests per Rider	Avg. Travel Duration	Avg. Travel Distance	Mean Wait Time	Median Wait Time	Bookings from Admin Panel
2	10.76 min	3.46 mi	16.48 min	11.33 min	99.24 %

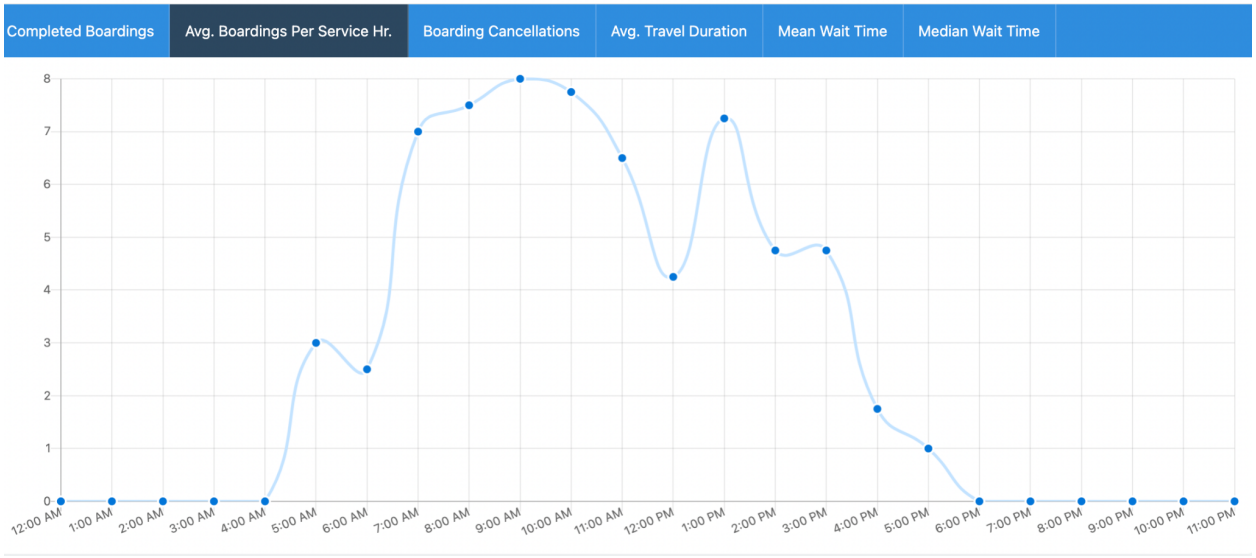
Bookings from Rider Mobile App	Bookings from Rider Web	Flag Down Bookings	Avg. # Riders per Request
0.76 %	3.79 %	0 %	1.1

Demand Trends

Trends for Boarding per service hour, wait times and On time performance are available out of the box. Spare also supports an Open API which provides raw data from which data points such as maximum passenger load and trip requests by zones can be extracted.

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Graphs



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SECTION C: Performance Metrics and References from Similar Projects

C.1 Calaveras Connect for Calaveras | Calaveras County, CA *New Service

Reference: Amber Collins, Executive Director, +1 209-754- 2094 ext.104, acollins@calacog.org

Vehicles in Service: 3

Vehicle Revenue Hours: 183/month

Vehicle Revenue Miles: 2664/month

Unique App Users: 119/month

Area Sq. Miles: 140

Description: Together with Spare, Calaveras Transit Agency (CTA) recently launched the Calaveras Connect microtransit service in rural California. This service is a fairly basic microtransit service, however operating in a rural region with limited cell reception in specific areas has proven to be a challenge. Spare's Partner Success team created multiple stop zones to help get around this issue. CTA will be using a Spare-powered whitelabel app to allow riders to travel through Calaveras County, mostly assisting their ridership in using transit to get to and from work.

C.2 Ashland Connector, Ashland, OR | RVTD

Reference: Paige West, Planning and Strategic Programs Manager, +1 541-779-5821, pwest@rvtd.org

Vehicles in Service: 2

Vehicle Revenue Hours: 2885 in 2021

Vehicle Revenue Miles: 33,319 in 2021

Unique App Users: 552 in 2021

Area in Sq. Miles: 21

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Description: RVTD wanted to provide a transit service to empower Ashland residents to access the town's facilities along with fixed-route transit lines to get to other communities. As the geographical difficulties presented many challenges with running a successful fixed-transit line, RVTD was presented with a unique opportunity to innovate and design the regions' first on-demand microtransit service. The Ashland Connector operates with 'virtual stops' on a flexible schedule. The stops include connections to the fixed-route system and other popular destinations.

The service's two vans are ADA-accessible. They represent a significant improvement to the transit experience across Ashland. The principal target ridership includes families, seniors, disabled people and those getting to medical appointments, although the service is open to all residents.

Results: Today, Ashland is the only town in Oregon using both on-demand and dedicated paratransit services. With an average waiting time of only 7 minutes, the service also allows residents to access jobs, schools and healthcare much more conveniently by transit.

Since Spare partnered with RVTD, there has been a +130% increase in boardings, an average wait time of just 7 minutes, and 5 boardings for every 10 miles of service.

C.3 GoLink for DART | Dallas, TX

Reference: Todd Plesko, Vice President of Service Planning and Scheduling, +1 214-869-0483, tplesko@dart.org

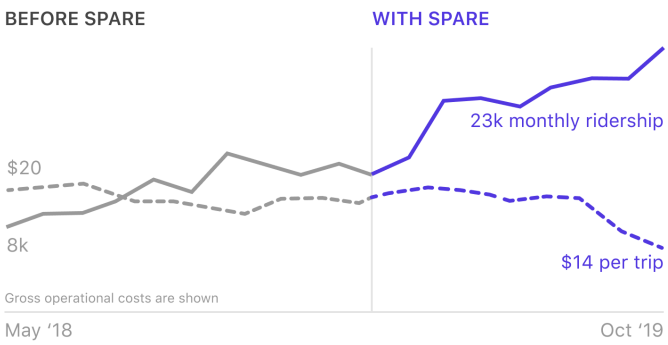
Vehicles in Service: 36

Vehicle Revenue Hours: 10658/month

Vehicle Revenue Miles: 5592/month

Unique App Users: 1004/month

Area in Sq. Miles: 201



Description: Together with partners Dallas Area Rapid Transit (DART) and Unwire, a front-end smartphone app developer, Spare piloted and launched a truly integrated multimodal transportation system. Spare replaced the legacy on-demand transit software providers for DART, and rolled out the GoPass 3.0 Maas (Mobility as a Service) application. By fully integrating the application with the DART GoLink microtransit service, Spare helped to create the largest public on-demand transit service in North America.

As one of the primary partners for this project, Spare worked closely with DART to envision, pilot, and launch a multi-modal, integrated, automated, accessible, and connected personalized transportation system.

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Spare's integration with GoPass 3.0 for DART GoLink utilizes the full capabilities of Spare Open API. GoPass 3.0 is the first time a complete mobility platform has been integrated into an agency-owned tool, combining trip planning, booking, and payment of multi-modal trips (fixed route, on-demand, and third-party trip brokerage) in a seamless interface. Under the hood, the GoPass 3.0 front-end (developed by Unwire) is powered by Spare Platform, with the use of Spare Open API. Spare Platform also provides fixed route analytics and fixed route predictions for DART.

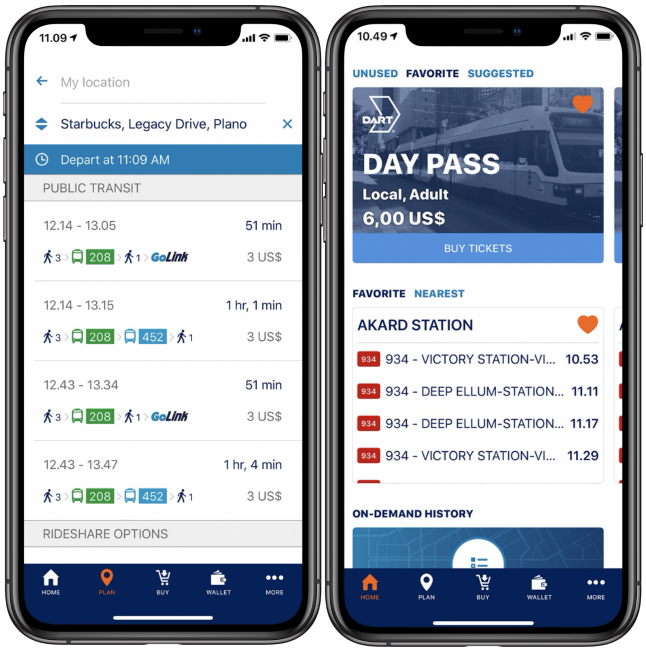
DART covers the metropolitan area of Dallas, a huge urban area that is home to 7.5 million people. Connecting urban, suburban and rural residents to the city's transit is a challenge. Many people have trouble completing the 'first or last mile' of their commutes: 28% of all people live more than ¼ mile from a transit stop, and 24% of all jobs are more than ¼ mile from a transit stop.

Their initial launch had struggled because their previous software providers did not allow DART to:

- Deploy a truly on-demand solution
- Fully integrated into the GoPass multimodal travel planner app
- Provide automatic real-time brokering to multiple operators

One of the key reasons DART wanted to work with Spare was because of our comprehensive Spare Open API. This allowed DART to seamlessly integrate the Golink microtransit service into the GoPass app, creating a truly multimodal travel planner and ticketing solution across the entire transportation network.

Spare Engine, Spare's flexible algorithm, is able to operate a stop-based service as well as a door-to-door service, which has proved ideal for DART's needs.



Results: Go-Link was launched in January 2019 in four zones, which quickly increased to 14 zones upon the service being so highly valued by riders. DART's GoLink service has transformed how Dallas Fort Worth citizens travel.

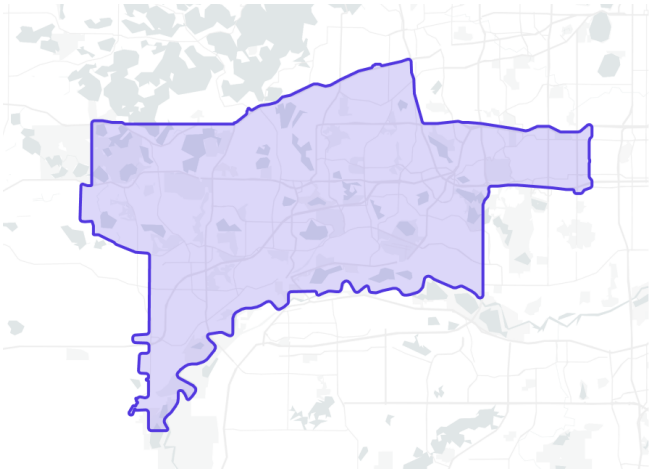
For this project, Spare partnered with Irving Holdings to provide both branded dedicated GoLink vehicles and non-dedicated vehicles into the DART GoLink on-demand bus service. Through Spare Platform, DART was able to seamlessly and automatically dispatch non-dedicated Irving Holdings trips to GoLink passengers when a DART-branded dedicated GoLink

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vehicle could not facilitate the trip in a satisfactory way (for example, if wait times are too high).

With an average of 17,800 boardings a month, this has decreased GoLink's operational costs by 26% while maintaining the same excellent service quality, thanks to Spare's ability to dispatch to multiple operators, and keeping passenger satisfaction over 95%. The service has provided immense value to transit riders across the region. Plus, by offering a more accessible public transportation service, DART is reducing the burden on their paratransit service by providing passengers with disabilities the option to use GoLink.

C.4 SW Prime + SW Prime MD for SouthWest Transit | Eden Prairie, MN



Reference: Matt Fyten, Director of Operations, +1 952-974-3111, mfyten@swtransit.org

Vehicles in Service: 16

Vehicle Revenue Hours: 26,605 in 2021

Vehicle Revenue Miles: 577,082 in 2021

Unique App Users: 2409 in 2021

Area in Sq. Miles: 108

Description: The SouthWest (SW) Prime service, which operates across five suburban cities in Minnesota, is one of the largest on-demand transit zones in the world—covering nearly 80 square miles. Spare took over SouthWest Transit's On-Demand service from Ridecell in 2019, when SouthWest Transit needed a truly flexible platform to rapidly scale the number of on-demand vehicles it could run. SouthWest Transit previously operated two separate fleets of vehicles serving non-emergency medical transportation (NEMT) and microtransit customers. As demand grew for vital NEMT to key hospitals and clinics around the region, the services could not be combined because the NEMT customers had access to different zones and were able to pre-book in advance, whereas the microtransit service was only on-demand and the zones were different. In addition, SouthWest Transit could not easily scale their operations due to the inability to allow manual ride-matching, as opposed to automatic matching and dynamic routing. With Spare, our technology now powers both services, and **operates a commingled NEMT and microtransit service, while maintaining service standards and individual requirements.**

COST PER PASSENGER KM
-21%

AVERAGE POOLING RATIO
63%

WAITING TIMES
-13%

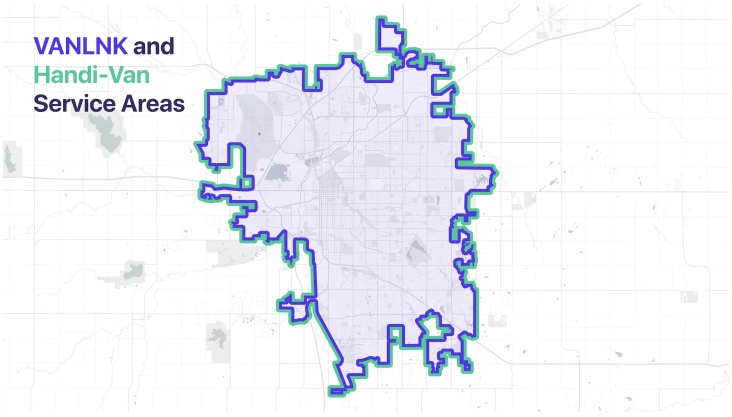
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Results: The Spare Engine helped to significantly improve the efficiency of Prime, with each passenger-kilometer costing 20% less to the agency. The experience for SouthWest Transit's customers has also vastly improved, with waiting times dropping by 13% and almost two-thirds of all rides being pooled. On the NEMT Prime MD service, ridership boomed to over 1,000 monthly boardings in the space of a few months. Prime MD's superior customer service resulted in an average waiting time of only 14 minutes, allowing customers to attend their medical appointments swiftly and reliably.

SOUTHWEST TRANSIT

"Providing our residents with multiple microtransit services using a single platform would not be possible without Spare. There is no other software platform out there that is as dynamic, flexible and willing to adapt as Spare."
— Matt Fyten, Director of Operations, SouthWest Transit

C.5 VANLNK for StarTran | Lincoln, NE



Reference: Michael Davis, Transit Planner, +1 402-450-6160, MJDavis@lincoln.ne.gov

Vehicles in Service: 15

Vehicle Revenue Hours: 36,050 in 2021

Vehicle Revenue Miles: 543,352 in 2021

Unique App Users: 920 in 2021

Area in Sq. Miles: 100 Sq. Miles

Description: In April 2020, StarTran, was seeking a new approach for its microtransit and paratransit. With the help of Spare's technology introduced new commingled, door-to-door paratransit and microtransit to its riders. Now all passengers, whether general transit or paratransit riders, can hail a bus either through the Spare Rider app or by calling in to StarTran's booking centre. StarTran launched these two new services to compensate for reduced fixed-route schedules due to the COVID-19 pandemic and provide safe access to mobility for the entire local community throughout the crisis and beyond. The innovation resulted in 30% operational savings and was named by Mass Transit Magazine as one of the most innovative transit projects of 2020.

PARATRANSIT PASSENGERS PER VEHICLE HOUR
3-4

EXPECTED FLEET SIZE
UP TO 30 VANS

OPERATIONAL COST SAVINGS ENABLED BY COMMINGLING
~33%

SCHEDULING AND DISPATCH TIME SAVINGS
~25%

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Results: Since the two services share the same drivers and vehicles, they are significantly more cost-effective. This efficiency gain will also become more apparent with the projected increase from 1.5-2 paratransit / ADA passengers to 3-4 passengers per vehicle hour after the 2-person per vehicle COVID restriction is eliminated.

By commingling microtransit with paratransit, StarTran has eliminated the need for 3 extra vehicles on the road, which means operational cost savings of up to 33%. Commingling has also saved 25%, or 40 hours of staff time per week, on scheduling and dispatch because of Spare's automated solution.



"When we looked to replace our underperforming paratransit software, we were impressed by Spare's innovative approach. Spare's software is more user friendly than other solutions and reduces or eliminates many manual processes. So far we are extremely happy with Spare." — Michael J. Davis, Transit Manager at StarTran

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Spare Platform

Passenger Terms of Use

Last Updated: February 17, 2021

BY USING (THE TERM "USE" WHEN USED HEREIN IN RESPECT OF THE PLATFORM WILL MEAN ACCESS OR USE, AND "USING" WILL HAVE A CORRESPONDING MEANING) THE PLATFORM (AS THAT TERM IS DEFINED BELOW), YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE, AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH THE SECTION BELOW TITLED "CHANGES TO THESE TERMS OF USE AND PLATFORM". IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT USE THE PLATFORM. IF YOU ARE USING THE PLATFORM ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THESE TERMS OF USE.

WHERE WE PROVIDE SERVICES ON BEHALF OF ONE OF OUR SUBSCRIBERS ("TRANSPORT PROVIDER"), THAT TRANSPORT PROVIDER MAY REQUIRE THAT YOU AGREE TO ADDITIONAL TERMS OF USE AS BETWEEN THAT TRANSPORT PROVIDER AND YOU WHERE YOU USE THAT TRANSPORT PROVIDER'S SERVICES THROUGH OUR PLATFORM. SUCH ADDITIONAL TERMS FORM AN AGREEMENT BETWEEN YOU AND THE TRANSPORT PROVIDER, AND SPARE IS NOT A PARTY TO SUCH AGREEMENT.

The following terms of use (the "Terms of Use") govern your use of: (1) the websites under Spare's control, whether partial or otherwise (collectively, the "Website"), (2) the mobile device software provided by us to you through the Apple App Store, the Windows Phone Store, or Google Play, as applicable, to facilitate the matching of Drivers (as defined below) and other users (each, a "Passenger") interested in retaining a Driver to perform services (the "Application"); and (3) all other services provided by Spare, as described on the Website or the Application (collectively, the "Platform"). These Terms of Use form an agreement between Spare Labs Inc. ("Spare", "us", "we", "our") and you. The term "you" refers to the person or entity visiting, browsing or otherwise using the Platform, or communicating with drivers registered with Spare (each such driver, a "Driver"), in each case for the purpose of finding a Driver to provide transportation services as Driver and Passenger may agree between themselves in each case (each, a "Ride"). The Platform is provided solely to: (1) assist you in gathering information about the various Ride opportunities and Drivers available on the Platform, including, if applicable and without limitation, profiles and reviews of Drivers (each, a "Driver Profile"); (2) enable you to post information regarding yourself and your Ride requests; (3) post reviews of Drivers; and (4) facilitate communication with Drivers with the objective of entering into a Ride Agreement (as defined below) solely for the purpose of engaging in transportation activities ("Platform Services").

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Changes to these Terms of Use and Platform

Except where prohibited by applicable law, Spare reserves the right to change these Terms of Use at any time without notice. Your continued use of the Platform after any changes to these Terms of Use indicates your acceptance of such changes. It is your responsibility to review these Terms of Use regularly for any changes. Spare reserves the right to change any information, material or content (including, but not limited to, details, features and availability of Platform Services, Drivers, Driver Profiles, Rides, and reviews of Rides and Drivers) contained on or provided through the Platform (the "Content") at any time, and from time to time, without notice.

Use of the Platform

As a condition of your use of the Platform, you warrant that: (1) you have reached the age of majority in your jurisdiction of residence; (2) you possess the legal authority to create a binding legal obligation on behalf of yourself; (3) you will use the Platform in accordance with these Terms of Use; (4) all information supplied by you on the Platform is true, accurate, current and complete; and (5) you will use the Platform Services only in accordance with applicable law. Spare retains the right, at its sole discretion, to deny to anyone use of the Platform or the services it offers, at any time and for any reason, including, but not limited to, for violation of these Terms of Use. You will cease and desist from any such use immediately upon request by Spare.

License Grants

Subject to these Terms of Use, Spare grants you a personal, revocable, non-exclusive and non-transferable license during the Term to permit you to access and use the Platform in accordance with these Terms of Use for the Platform Services only.

User Account

You will be required to successfully register for a user account (the "User Account") using the available interfaces at the Platform, including without limitation, by signing into the Platform using your user account ("User ID") in order to use the Platform and communicate with Drivers through the Platform. Spare may, at its sole discretion, elect not to recognize your User ID or require you to provide additional information. You will keep your User ID secure and will not share your User ID with anyone else, and you will not collect or harvest any personal data of any other user of Spare, including without limitation account names. Spare reserves the right to disable any User Account issued to you at any time in Spare's sole discretion. If Spare disables access to a User Account issued to you, you may be prevented from accessing Spare, your account details or any Rides that are associated with your account.

Term and Termination

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These Terms of Use will commence on the day you first use the Platform and will continue into force until terminated by either party (the "Term"). Either party may terminate these Terms of Use as follows: (1) Spare may terminate these Terms of Use at any time and with immediate effect by giving notice to you, at Spare's discretion, by email (at your current email address on file with Spare) or through the Platform; (2) you may terminate these Terms of Use at any time and with immediate effect by requesting (by email or through any then-available interfaces on the Platform) that your User Account be deleted, ceasing use of the Platform, and uninstalling and removing all local software components thereof.

Ride Agreements with Drivers

If you wish to request a Ride on the Platform, you may be required to provide a valid credit or debit card to our third party payment processor. All disputes regarding charges to your credit or debit card are between you, the applicable Driver and such third party payment processor and Spare will in no way be responsible for the resolution of any such disputed charges. If you select a Driver for a Ride through the Platform, you may separately enter into an agreement with that Driver on such terms and conditions as may be agreed to between you and that Driver ("Ride Agreement"). You understand that you are engaging directly with the Driver you select and not Spare, and that Spare is not a party to and will be in no way responsible for the performance of either you or the Driver under any Ride Agreement. Without limiting the foregoing, you understand and agree that the Driver will not be an employee of Spare. Spare does not make any representations or warranties of any kind in respect of a Driver or a Ride Agreement and you acknowledge that Spare is not an agent or representative of you or any Driver. You are responsible for managing, inspecting, accepting and paying for services provided under a Ride Agreement in accordance with the terms and conditions thereof. You also agree to act in good faith when negotiating and performing your obligations under each Ride Agreement.

If you fail to perform your obligations under the Ride Agreement, Spare at its sole discretion may suspend your User Account or prevent you from using the Platform.

YOU ACKNOWLEDGE THAT SPARE DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR ACT AS A TRANSPORTATION CARRIER AND ALL TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS.

Payment Fees

You will pay Spare a fee that is calculated dynamically with each Ride (the "Fee"). You may be responsible for paying such amount even if you cancel a Ride after being matched with a Driver.

The Fees and charges set forth above to not include any payment processing fees assessed by our third party payment processors for which you will be solely responsible. By using the Platform Services, you authorize our third party payment processors to deduct and send directly to us and to Drivers any amounts

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owed to us or Drivers, as applicable, pursuant to these Terms of Use. Third party payment processors are not subcontractors or agents of Spare and any disputes between you and a Passenger regarding any payments or lack thereof are between you, such Passenger and the third party payment processor, as applicable. We and our third party payment processors are not responsible for the transmission or processing of any payments you make or receive pursuant to your use of the Platform Services. Your use of the payment services provided by our third party payment processors may be subject to additional terms and conditions made available to you by such payment processors.

Reviews and Comments

By submitting content to the Platform or Spare, including without limitation any Driver or Ride reviews, questions, comments, suggestions, ideas or similar information (collectively, "Submissions"), you grant Spare and its affiliates, a worldwide, nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right and license to (1) use, reproduce, modify, adapt, translate, distribute, publish, exploit, create adaptations and derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (2) use the name that you submit in connection with such Submission. You acknowledge that Spare may choose to provide attribution of your Submissions (e.g., listing your name and city on a Driver or Ride review that you submit) at our discretion, and that such Submissions may be used by Spare or shared with Drivers and others using our Platform without notice to you. You further grant Spare the right to pursue at law any person or entity that violates your or Spare's rights in the Submissions by a breach of these Terms of Use. You acknowledge and agree that Submissions are non-confidential to you.

Spare takes no responsibility and assumes no liability for any Submissions posted or submitted by you. Spare has no obligation to post your Submissions and reserves the right, in its absolute discretion to determine which Submissions are published on the Platform. If you do not agree to the terms relating to Submissions in this Section, do not provide us with any Submissions. You are fully responsible for the content of your Submissions, specifically including, but not limited to, reviews posted to the Platform. Spare may take down any Submissions for any reason at any time without notice to you. You will not post or transmit to or from the Platform: (a) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity or privacy, or that would violate any applicable law; (b) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (c) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other intellectual property or proprietary right of any third party. You will be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to the Platform.

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No Unlawful or Prohibited Use

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The Platform may provide links to third party websites. Spare does not endorse the information contained on those web sites or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability or fitness for any purpose. The content in any linked web site is not under Spare's control, and if you choose to access any such web site, you do so entirely at your own risk.

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REASON (COLLECTIVELY, “TERMINATION DAMAGES”). YOU AGREE TO INDEMNIFY SPARE AND HOLD US HARMLESS FROM ANY DAMAGES (INCLUDING TERMINATION DAMAGES) THAT ANY DRIVER OR OTHER THIRD PARTY MAY BECOME ENTITLED TO IN RESPECT OF ANY RIDE OR RIDE AGREEMENT.

THE FOREGOING LIMITATION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TO THE EXTENT THAT THE FOREGOING LIMITATION DOES NOT APPLY, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF SPARE IN CONNECTION WITH OR UNDER THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION FROM A RIDE AGREEMENT, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE PLATFORM OR THE CONTENT, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO A RIDE AGREEMENT, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE PLATFORM OR THE CONTENT EXCEED ALL FEES SPARE HAS COLLECTED UNDER THESE TERMS OF USE IN THE PRECEDING 12 MONTHS OR THE EQUIVALENT IN LOCAL CURRENCY. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT.

The limitation above reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

Indemnification

You will defend, indemnify and hold harmless Spare and all of its officers, directors, affiliates, successors, assigns, contractors, employees and agents from and against any liabilities, claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought in connection with or as a result of:

your breach of any of your warranties, conditions, representations or obligations under these Terms of Use or any documents referenced herein;

your violation of any applicable law or the rights of a third party (including, without limitation, privacy or intellectual property rights);

your use of the Platform;

breach of or failure to perform under any Ride Agreement by you or by any third party acting on your behalf or with your permission; or

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any claim or allegation that a Driver is an employee of Spare in connection with any Ride or Ride Agreement.

Geographic Application of the Platform

Not all of the Drivers, Rides and services described on the Platform are available in all jurisdictions. Furthermore, nothing on the Platform constitutes an offer or solicitation to buy or sell any product or service to anyone in any jurisdiction in which such an offer or solicitation is prohibited by applicable law.

Governing Law and Jurisdiction

These Terms of Use will be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. These laws apply to your use of the Platform or the Content, notwithstanding your domicile, residency or physical location. The Platform and the Content are intended for use only in jurisdictions where they may lawfully be offered for use. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts in Vancouver, British Columbia, Canada in all disputes arising out of or relating to the use of the Platform or the Content.

Entire Agreement, Waiver and Severability

These Terms of Use constitute the entire agreement between Spare and you pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Spare with respect to the Platform. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Spare's failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provisions or right. Any waiver by Spare of a right or a provision hereof must be provided by Spare in writing. If any of the provisions contained in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination will not affect the remaining provisions contained herein. If any of the provisions contained in these Terms of Use conflict with the terms of another agreement between the parties (such as the terms of a Ride Agreement in respect of a Ride), then these Terms of Use will prevail; provided that, if you are also a Driver registered on the Platform, the terms of use applicable to Drivers will govern your relationship with Spare in that respect. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English. C'est la volonté expressive des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

Apple App Store Additional License Terms

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If the Application is provided to you through the Apple Inc. (Apple Inc. together with all of its affiliates, "Apple") App Store, the following terms and conditions apply to you in addition to all the other terms and conditions of this Terms of Use: The parties acknowledge this Terms of Use is concluded between you and us, and not with Apple. The responsibility for the Application and content thereof is governed by this Terms of Use.

Notwithstanding anything else in this Terms of Use, you may use the Application only on an iPhone or iPad that you own or control.

You and we acknowledge that Apple has no obligation to furnish any maintenance or support services with respect to the Application. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Application (if any) to you. Except for the foregoing, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be governed by this Terms of Use.

Any claim in connection with the Application related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation is governed by this Terms of Use, and Apple is not responsible for such claim.

Any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights will be governed by this Terms of Use, and Apple will not be responsible for the investigation, defense, settlement and discharge of such intellectual property infringement claim.

You represent and warrant that you are not: (i) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; or (ii) listed on any U.S. Government list of prohibited or restricted parties.

You may contact us in writing regarding any notices, questions, complaints, or claims with respect to the Application. Name: Kristoffer Vik Hansen Address: 810-815 W Hastings St, Vancouver BC V6C 1B4, Telephone Number: (778) 995-6401 Email Address: hello@sparelabs.com

Apple are a third party beneficiaries to this Terms of Use and may enforce this Terms of Use against you. If any of the terms and conditions in this Terms of Use are inconsistent or in conflict with Apple's applicable instructions for Minimum Terms for Developer's End User License Agreement or the App Store Terms of Service as of the Effective Date, the terms and conditions of Apple's instructions for Minimum Terms for Developer's End User License Agreement or App Store Terms of Service, as applicable, will apply to the extent of such inconsistency or conflict.

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Google Play

If the Application is provided to you through the Google Inc. (Google Inc. together with all of its affiliates, “Google”) Google Play, the following terms and conditions apply to you in addition to all the other terms and conditions of this Terms of Use: (a) You acknowledge that Google is not responsible for providing support services for the Application; and (b) if any of the terms and conditions in this Terms of Use are inconsistent or in conflict with Google’s Google Play Developer Distribution Agreement as of the date this Terms of Use was accepted, the terms and conditions of Google’s Google Play Developer Distribution Agreement will apply to the extent of such inconsistency or conflict.

COUNCIL COMMUNICATION

CC #: 2305
File #: 0800-05

Title:	Cybersecurity Enterprise Endpoint Detection and Response Solution – Contract Purchase Agreement
Contact:	Jesse Ravera 916-774-5125 jravera@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement with ePlus Technology Inc. for Crowdstrike Falcon Enterprise Detection and Response subscription services.

BACKGROUND

Antivirus technologies have evolved into complete enterprise endpoint detection and response solutions that include real-time monitoring and detection of threats. Enterprise endpoint detection and response solutions are behavior based allowing for the detection and isolation of abnormal behavior, and provide forensic capabilities. The City released a Request for Proposals (12-022), evaluated responses, and selected the response from ePlus Technology Inc. proposing the Crowdstrike Falcon Enterprise solution.

FISCAL IMPACT

The total cost is $315,992.56. Year 1 replacement cost for current technologies will be $99,844.60, year 2 cost will be $107,609.55, and year 3 cost will be $108,538.41. The year 1 cost of $99,844.60 will be funded through the FY2022-23 Information Technology Replacement Fund. Because of its cloud subscription model, the year 2 cost of $107,609.55 will be funded through IT's FY2023-24 operating budget and the year 3 cost of $108,538.41 will be funded through IT's FY2024-2025 operating budget, contingent upon Council approval of budgets.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines

§15060(c)(3) and §15378. Approval of a contract purchase agreement for Crowdstrike Falcon Enterprise solution meets the above criteria and is not subject to CEQA. No additional environmental review is required.

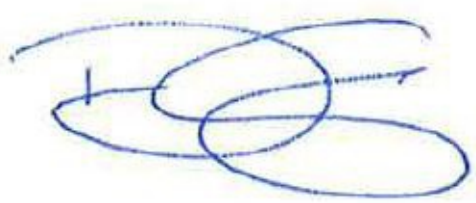
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jesse Ravera, Assistant IT Director

Hong Sae, Chief Information Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-360

Vendor Signed Agreement

Final Quote

RESOLUTION NO. 22-360

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EPLUS TECHNOLOGY INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002458), for Cybersecurity Enterprise Endpoint Detection and Response Solution, by and between the City of Roseville and ePlus Technology Inc., has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

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Contract Purchase Agreement 3002458

Supplier Details:

Company	ePlus Technology Inc
Contact	Brittani Neff
Address	233 Technology Way Suite 4
	Rocklin, CA 95765

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3002458

Agreement	**3002458**
Agreement Date	**04-AUG-2022**
Revision	**0**
Agreement Amount	**315,992.56 USD**

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

Supplier
ePlus Technology Inc
233 Technology Way Suite 4
Rocklin, CA 95765
Phone: (916) 251-3953
Fax: ()
Email: brneff@eplus.com

Description of Labor, equipment and/or materials

The supplier shall provide the services called for under the City of Roseville Request for Proposals (RFP) 12-022 and ePlus Technology, Inc.'s proposal dated 4/22/22 and price quote dated 6/6/22. The terms and scope of work of the City of Roseville RFP 12-022 and supplier's proposal and price quote are herein made part of this contract purchase agreement and fully incorporated by reference. The attached Confidentiality and Nondisclosure Agreement and CrowdStrike Terms and Conditions shall also be incorporated by reference.

Start Date: Upon executed agreement
End Date: 9/4/25

Contact Jesse Ravera in the Information Technology Department at (916)774-5125 or jravera@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12325	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

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

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

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Contract Terms and Conditions

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

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

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

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement. Notwithstanding the foregoing, the City acknowledges that ePlus is a reseller and ePlus is providing license and or maintenance renewal provided by the manufacturer. ePlus cannot enforce any early termination of such plans without manufacturer approval/consent. ePlus will work with the manufacturer at the time of the request but cannot meet this provision without such consent. Once a license or maintenance plan is purchased it is valid for the term provided.

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

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California. The City acknowledges that ePlus is a reseller of IT hardware, software, maintenance and support and other third party products and services (collectively, "Products") and not the manufacturer or licensor. ePlus or its supplier will pass through to the City any and all applicable hardware or software product warranties of the manufacturer, as ePlus does not provide warranties on Products which it does not manufacture, whether with respect to its design, performance, specifications, functionality or compatibility with the City's system. ePlus will not be liable for any damage, loss, cost or expense for breach of warranty. As ePlus has not control over the manufacturing of the products sold herein, it cannot and does not indemnify the City for claims by third parties that products infringe any patent, copyright, trademark or trade secret.

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

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

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

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

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

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

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

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

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

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

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

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of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EACH PARTY'S AFFREGATE LIABILITY HEREUNDER, IF ANY, SHALL NOT EXCEED TWO MILLION ($2,000,000) USD. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT TO SELL PRODUCT TO THE CITY OR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY THE CITY TO THIRD PARTIES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBLITIY OF SUCH DAMAGES.

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

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

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

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

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

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

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

18. Consultant agrees that any and all information furnished by City shall be deemed proprietary

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

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

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

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

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

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

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

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

26. If the project referenced on this agreement is a Public Works project, then the following shall

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

27. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

28. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

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

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

30. Should the City decide to finance its purchase of the Endpoint Detection and Response services over a three-year term (with three (3) annual payments due in advance), the City agrees and acknowledges that the terms and conditions of the ePlus Group Installation Payment Agreement and Opinion Letter (Sample attached) are hereby accepted and incorporated into this Services Agreement, made a part hereof and take precedence over any City Contract Purchase Agreement and any other terms that may apply.

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

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____X_____ Corporation

_____ Limited Liability Company

_____ Partnership

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_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C Negotiated for ePlus Technology, Inc
REV 7/28/22 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

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Supplier	
Signature:	DocuSigned by: Don McLaughlin F44A77AE31564BB...
Print Name:	Don McLaughlin
Title:	SVP, Contracts ePlus Technology, inc.

Supplier	
Signature:	DocuSigned by: Kelsey Codde B5C5054E123F40E...
Print Name:	Kelsey Codde
Title:	Assistant Secretary

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

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

ARTICLE I – GENERAL

_____ _____ _____ _____ ("Consultant") agrees that information furnished by the City of Roseville ("City") shall be deemed proprietary and confidential, and all such foregoing information, to the extent previously, presently, or subsequently disclosed to Consultant or processed and derived by Consultant services is hereinafter referred to as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third parties. In recognition of the proprietary and confidential nature of such Confidential Information, Consultant agrees to treat the Confidential Information as provided by this Agreement.

ARTICLE II – TREATMENT OF CONFIDENTIAL INFORMATION

Consultant shall, and shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives to safeguard and maintain as confidential all Confidential Information, including, without limitation, information in written, magnetic, electronic or any other form, and take reasonable precautions to protect the Confidential Information (including, without limitation, all precautions Consultant employs with respect to Consultant's own proprietary and confidential information). Consultant shall not, and Consultant shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives not to: (a) use the Confidential Information except to perform Consultant's services as directed by City; (b) do anything to impair the business relationships, intellectual property or other proprietary rights of City; (c) claim, or reverse engineer any of the Confidential Information; or (d) disclose the Confidential Information to anyone unless required to do so by law or with prior written consent of City. Any Consultant employee, affiliate, advisor, agent, director, partner or representative given access to any of the Confidential Information must have undergone and passed City approved criminal background screenings, and have a legitimate "need to know"; and Consultant will notify such employee, affiliate, advisor, director, partner, or representative that they are bound by the same restrictions as Consultant regarding the Confidential Information. No Confidential Information may be stored or transmitted outside the continental United States without prior written consent of City. For Confidential Information that is protected under Federal, State or Local law, including, without limitation, personally identifiable information, health care information and criminal history information, Consultant will use best practices to protect such information in conformity with applicable law.

ARTICLE III – EXCEPTIONS

The foregoing restrictions of confidentiality and non-use will not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is disclosed to Consultant by a third party, provided such information was not obtained by such third party, directly or indirectly, from City on a confidential basis; (c) is already known to Consultant without obligations of confidentiality; (d) is independently developed or discovered by Consultant without access to the Confidential Information as evidenced by the Consultant's business records; or (e) is the subject of a written permission to disclose provided by City.

ARTICLE IV – PERMITTED DISCLOSURES

Notwithstanding any provisions of this Agreement to the contrary, Consultant may disclose the Confidential Information to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law, provided that Consultant first provides to City prompt written notice of such required disclosure, maintains confidentiality to the greatest extent permissible and takes such steps as may be reasonable in the circumstances to allow City to seek a protective order with respect to the confidentiality of the information required to be disclosed. If City receives a legal order or request seeking Confidential Information being held by Consultant, City will supply a copy to Consultant. Consultant will supply City with copies of the Confidential Information within two business days.

ARTICLE V – NO LICENSE

This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Consultant any rights, license or authority in or to the Confidential Information. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

ARTICLE VI – RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the decision of either party to terminate this Agreement, Consultant shall, and shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives to, return to City all documents, media and data, in any form, containing Confidential Information and any and all copies or extracts in a usable format deemed acceptable by City thereof, within thirty (30) calendar days of such decision. Furthermore, within thirty (30) calendar days of the decision of either party to terminate the Agreement, Consultant shall remove all Confidential Information from any computer system used by Consultant's agents or business partners.

ARTICLE VII – REQUIRED DISCLOSURES

Consultant must disclose information regarding participation, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other entity, which has resulted or could result in a benefit to Consultant, if said participation creates potential conflicts or competition with this Agreement or other agreements involving City.

ARTICLE VIII – REMEDIES FOR BREACH

Consultant agrees that the limitations contained herein are reasonable and necessary for the protection of City, and given the unique nature of the Confidential Information, the breach of this Agreement cannot be adequately remedied by law. Therefore, in the event of a breach of this Agreement by Consultant, City shall be entitled to pursue equitable remedies, which shall include, but not be limited to, injunctive relief, and recovery of any associated reasonable attorney's fees and legal costs, along with any other available remedies at law. Consultant will notify City in writing immediately upon discovery of any such unauthorized release or other breach of Confidential Information, or any belief that unauthorized access to Confidential Information has transpired,

ARTICLE IX – VALIDITY

Any provision of this Agreement held to be illegal, invalid, or unenforceable by law or rule or regulation shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect. Additionally, the parties hereby agree to negotiate in good faith to modify and amend this Agreement to maintain the original intent of the parties with respect to such provisions so severed.

DocuSigned by:
By: Don McLaughlin Print Name: Don McLaughlin
F44A77AE31564DB...
Title: Senior VP Contracts
Date: 8/17/2022
and
DocuSigned by:
By: Kelsey Codde Print Name: Kelsey Codde
B5C5054E123F40E...
Title: Assistant Secretary
Date: 8/18/2022

Customer Name: CITY OF ROSEVILLE
Quote No: 22817192
Quote Name: City of Roseville- 3 Year
Quotation Date: 06/06/2022

Sales Support Contact: Sabrina Jordan
Sales Support Phone: 949-930-7366 Ext 7366
Sales Support Email: sabrina.jordan@eplus.com
Account Executive: Brittani Neff
Account Executive Phone: 916-897-4667
Account Executive Email: brneff@eplus.com

Customer PO No:
Order No:
Expiration Date: 09/10/2022

External Notes:

Term Date: September 5, 2022 - September 4, 2025

The term of this quote and any order placed in connection herewith is 36 months (“Term”), beginning on the earlier of the date that Customer first accepts this quote (“Start Date”). The total fee due hereunder shall be split into three (3) installments, which shall be due and payable according to the following schedule:

Payment 1: $99,844.60 due net 30 days from the Start Date
Payment 2: $107,609.55 due on the first anniversary of the Start Date
Payment 3: $108,538.41 due on the second anniversary of the Start Date

Upon the Start Date, Customer authorizes ePlus to place a non-cancellable order for the products and services described herein on its behalf. Therefore, notwithstanding anything to the contrary and except as set forth directly below, any order placed in connection herewith is non-cancellable for the entire Term and Customer agrees to make all payments herein absolutely and unconditionally, and without any abatement, reduction, defense, set-off, counterclaim, or recoupment whatsoever. Upon delivery of the products and services hereunder, Customer shall have all rights to use the products and services and no further performance on the part of ePlus is required to provide the products and services to Customer.

Customer may terminate its order and payment obligations with respect to future fiscal years in the event that it lacks funding from appropriated and other lawful sources to continue the order, provided that: (i) Customer shall use its best efforts to obtain funding from appropriated and other lawful sources to continue the order for the full Term and make all Payments and (ii) d Customer shall notify ePlus no later than each anniversary of the Start Date of any such termination. If Customer provides notice of termination for non-appropriation as set forth herein, the order shall terminate as of the last day of the then-current year of the Term, and Customer shall de-install and remove all copies of the software from its systems by the termination date. Customer’s failure to timely notify ePlus and de-install and remove all copies of software shall be a material breach of these terms.

Line No.	Part Number	MFG	Description/Line Notes	Duration	QTY	Unit Price	Ext. Price
			Year 1				
001	CS.EPPENT.SOLN.T9.36M	CROWDSTRIKE	FALCON ENDPOINT PROTECTION ENTERPRISEFLEXIBLE BUNDLE **Line Note:** 12 Months		2500	7.68	19,200.00
002	CS.FIREWBP.SOLN.T9.36M	CROWDSTRIKE	FALCON FIREWALL MANAGEMENT BUNDLEPROMO **Line Note:** 12 Months		2500	1.10	2,750.00
003	CS.PREVENT.SOLN.T9.36M	CROWDSTRIKE	PREVENT **Line Note:** 12 month		2500	0.00	0.00

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004	CS.INSIGHT.SOLN.T9.36M	CROWDSTRIKE	INSIGHT **Line Note:** 12 Months		2500	0.00	0.00
005	CS.TG.STD.GOV.36M	CROWDSTRIKE	THREAT GRAPH STANDARD ON GOVCLOUD **Line Note:** 12 Months		2090	7.81	16,322.90
006	CS.OW.SVC.T9.36M	CROWDSTRIKE	OVERWATCH **Line Note:** 12 Months		2500	3.14	7,850.00
007	CS.FALXBP.SOLN.T9.36M	CROWDSTRIKE	FALCON X BUNDLE PROMO **Line Note:** 12 Months		2500	8.48	21,200.00
008	CS.DEVICEBP.SOLN.T9.36M	CROWDSTRIKE	FALCON DEVICE CONTROL BUNDLE PROMO **Line Note:** 12 Months		2500	0.81	2,025.00
009	CS.TG.STD.HPSGOV.36M	CROWDSTRIKE	SERVER THREAT GRAPH STANDARD ONGOVCLOUD **Line Note:** 12 Months		410	23.39	9,589.90
010	RR.HOS.ENT.EXPS.36M	CROWDSTRIKE	EXPRESS SUPPORT **Line Note:** 12 Months		1	9,856.80	9,856.80
011	RR.PSO.ENT.NCAP.36M	CROWDSTRIKE	UNIVERSITY LMS SUBSCRIPTION NEWCUSTOMER ACCESS PASS **Line Note:** 12 Months	P 3Y	6	0.00	0.00
012	CS.DISC.SOLN.T9.36M	CROWDSTRIKE	DISCOVER **Line Note:** 12 Months		2500	1.77	4,425.00
013	CS.SPOTLT.SOLN.T9.36M	CROWDSTRIKE	FALCON SPOTLIGHT **Line Note:** 12 Months		2500	2.65	6,625.00
						Sub-Total (USD)	99,844.60
Year 2							
014	CS.EPPENT.SOLN.T9.36M	CROWDSTRIKE	FALCON ENDPOINT PROTECTION ENTERPRISEFLEXIBLE BUNDLE **Line Note:** 12 Months		2500	8.28	20,700.00
015	CS.FIREWBP.SOLN.T9.36M	CROWDSTRIKE	FALCON FIREWALL MANAGEMENT BUNDLEPROMO **Line Note:** 12 Months		2500	1.18	2,950.00
016	CS.PREVENT.SOLN.T9.36M	CROWDSTRIKE	PREVENT **Line Note:** 12 Months		2500	0.00	0.00
017	CS.INSIGHT.SOLN.T9.36M	CROWDSTRIKE	INSIGHT		2500	0.00	0.00

DocuSign Envelope ID: A1CA5226-EB3B-4F41-8C74-600DAFDCCB6E

			Line Note: 12 Months				
018	CS.OW.SVC.T9.36M	CROWDSTRIKE	OVERWATCH **Line Note:** 12 Months		2500	3.39	8,475.00
019	CS.FALXBP.SOLN.T9.36M	CROWDSTRIKE	FALCON X BUNDLE PROMO **Line Note:** 12 Months		2500	9.14	22,850.00
020	CS.TG.STD.GOV.36M	CROWDSTRIKE	THREAT GRAPH STANDARD ON GOVCLOUD **Line Note:** 12 Months		2090	8.41	17,576.90
021	CS.DEVICEBP.SOLN.T9.36M	CROWDSTRIKE	FALCON DEVICE CONTROL BUNDLE PROMO **Line Note:** 12 months		2500	0.87	2,175.00
022	CS.TG.STD.HPSGOV.36M	CROWDSTRIKE	SERVER THREAT GRAPH STANDARD ONGOVCLOUD **Line Note:** 12 Months		410	25.21	10,336.10
023	RR.HOS.ENT.EXPS.36M	CROWDSTRIKE	EXPRESS SUPPORT **Line Note:** 12 Months		1	10,621.55	10,621.55
024	RR.PSO.ENT.NCAP.36M	CROWDSTRIKE	UNIVERSITY LMS SUBSCRIPTION NEWCUSTOMER ACCESS PASS **Line Note:** 12 Months		6	0.00	0.00
025	CS.DISC.SOLN.T9.36M	CROWDSTRIKE	DISCOVER **Line Note:** 12 Months		2500	1.91	4,775.00
026	CS.SPOTLT.SOLN.T9.36M	CROWDSTRIKE	FALCON SPOTLIGHT **Line Note:** 12 Months		2500	2.86	7,150.00
						Sub-Total (USD)	107,609.55
			Year 3				
027	CS.EPPENT.SOLN.T9.36M	CROWDSTRIKE	FALCON ENDPOINT PROTECTION ENTERPRISEFLEXIBLE BUNDLE **Line Note:** 12 Months		2500	8.35	20,875.00
028	CS.FIREWBP.SOLN.T9.36M	CROWDSTRIKE	FALCON FIREWALL MANAGEMENT BUNDLEPROMO **Line Note:** 12 Months		2500	1.19	2,975.00
029	CS.PREVENT.SOLN.T9.36M	CROWDSTRIKE	PREVENT **Line Note:** 12 Months		2500	0.00	0.00
030	CS.INSIGHT.SOLN.T9.36M	CROWDSTRIKE	INSIGHT **Line Note:**		2500	0.00	0.00

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			12 Months				
031	CS.TG.STD.GOV.36M	CROWDSTRIKE	THREAT GRAPH STANDARD ON GOVCLOUD **Line Note:** 12 Months		2090	8.48	17,723.20
032	CS.OW.SVC.T9.36M	CROWDSTRIKE	OVERWATCH **Line Note:** 12 Months		2500	3.42	8,550.00
033	CS.FALXBP.SOLN.T9.36M	CROWDSTRIKE	FALCON X BUNDLE PROMO **Line Note:** 12 months		2500	9.22	23,050.00
034	CS.DEVICEBP.SOLN.T9.36M	CROWDSTRIKE	FALCON DEVICE CONTROL BUNDLE PROMO **Line Note:** 12 Months		2500	0.88	2,200.00
035	CS.TG.STD.HPSGOV.36M	CROWDSTRIKE	SERVER THREAT GRAPH STANDARD ONGOVCLOUD **Line Note:** 12 Months		410	25.43	10,426.30
036	RR.HOS.ENT.EXPS.36M	CROWDSTRIKE	EXPRESS SUPPORT **Line Note:** 12 Months		1	10,713.91	10,713.91
037	RR.PSO.ENT.NCAP.36M	CROWDSTRIKE	UNIVERSITY LMS SUBSCRIPTION NEWCUSTOMER ACCESS PASS **Line Note:** 12 Months		6	0.00	0.00
038	CS.DISC.SOLN.T9.36M	CROWDSTRIKE	DISCOVER **Line Note:** 12 Months		2500	1.93	4,825.00
039	CS.SPOTLT.SOLN.T9.36M	CROWDSTRIKE	FALCON SPOTLIGHT **Line Note:** 12 Months		2500	2.88	7,200.00
						Sub-Total (USD)	108,538.41

Totals 315,992.56

	Sub Total (USD):	**315,992.56**
	Est. Tax (USD):	**TBD if Applicable**
	Shp&Hnd (USD):	**TBD**
	Total (USD):	**315,992.56**

By placing an order with ePlus for products or services you agree to comply with the City of Roseville Terms and Conditions of Purchase (rev 5/3/18 as attached). Unless there is a separate written agreement signed on behalf of both you and ePlus by a duly authorized officer, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Customer Acceptance	Bill To	Ship To
Signature: _____	CITY OF ROSEVILLE	CITY OF ROSEVILLE
Name: _____	311 VERNON ST	311 VERNON ST
Title: _____	FINANCE- 1ST FLOOR	Information Technology
Date: _____		ROSEVILLE CA 95678
Customer PO #: _____	ROSEVILLE CA 95678	UNITED STATES
	UNITED STATES	
	ACCOUNT PAYABLE	

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*NGDC P1 3.7.3.5

CROWDSTRIKE TERMS AND CONDITIONS

These CrowdStrike Terms and Conditions by and between CrowdStrike, Inc., a Delaware corporation, and any Affiliates performing hereunder (collectively, "**CrowdStrike**") with a principal place of business at 150 Mathilda Place, Suite 300, Sunnyvale, California 94086 and the party named below in the signature area ("**Customer**") are entered into as of the date signed by the last party (the "**Effective Date**").

These CrowdStrike Terms and Conditions are a master agreement that cover all CrowdStrike products and services but provisions regarding specific products or services apply only to the extent Customer has purchased, accessed or used such products or services.

1. Definitions.

"**Affiliate**" means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

"Agreement" means these CrowdStrike Terms and Conditions together with each Order.

"**API**" means an application program (or programming) interface.

"**CrowdStrike Competitor**" means a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with CrowdStrike's products or services.

"CrowdStrike Data" shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

"**CrowdStrike Tool**" means any CrowdStrike proprietary software-as-a-service, software, hardware, or other tool that CrowdStrike uses in performing Professional Services, which may be specified in the applicable SOW. CrowdStrike Tools may include CrowdStrike's products.

"**Customer**" means as the context requires, in addition to the entity identified above, any Customer Affiliate that places an Order under these CrowdStrike Terms and Conditions, uses or accesses any Offering hereunder, or benefits from the Customer's use of an Offering.

"Customer Contractor" means any individual or entity (other than a CrowdStrike Competitor) that: (i) has access or use of a Product under this Agreement solely on behalf of and for Customer's Internal Use, (ii) has an agreement to provide Customer (or its Affiliates) services, and (iii) is subject to confidentiality obligations covering CrowdStrike's Confidential Information.

"**Customer Contractor Services**" means products, services or content developed or provided by Customer Contractors, including, but not limited to, third party applications complimentary to the Offerings, implementation services, managed services, training, technical support, or other consulting services related to, or in conjunction with, the Offerings.

"**Documentation**" means CrowdStrike's end-user technical documentation included in the applicable Offering.

"Endpoint" means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

"**Error**" means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

"**Internal Use**" means access or use solely for Customer's and subject to the Section entitled *Affiliates, Orders and Payment; Affiliates* and the Section entitled *Access and Use Rights*, its Affiliates', own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the

benefit of any person or entity other than Customer or its Affiliates, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Customer's and its Affiliates' employees and Customer Contractors (except as set forth in the Section entitled *Customer Contractors*), in either event, solely on Customer's behalf and for Customer's benefit.

"**Offerings**" means, collectively, any Products, Product-Related Services, or Professional Services.

"**Order**" means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller that identifies the following ordered by Customer: Offering, Offering quantity based on CrowdStrike's applicable license metrics (e.g., number of Endpoints, size of company (based on number of employees), number of file uploads, or number of queries), price and Subscription/Order Term.

"**Product**" means any of CrowdStrike's cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API's, the CrowdStrike Data, any Documentation and any Updates thereto that may be made available to Customer from time to time by CrowdStrike.

"**Product-Related Services**" means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products. Product-Related Services do not include Professional Services.

"**Professional Services**" means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber-security adversaries, tabletop exercises, and next generation penetration tests related to cyber-security.

"**Services**" means, collectively, any Product-Related Services and any Professional Services.

"**Statement of Work**" or "**SOW**" means a mutually-agreed executed written document describing the Professional Services to be performed by CrowdStrike for Customer, deliverables, fees, and expenses related thereto.

"**Subscription/Order Term**" means the period of time set forth in the applicable Order during which: (i) Customer is authorized by CrowdStrike to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed.

"**Updates**" means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any Product and provided to Customer by CrowdStrike from time to time on an as available basis.

2. Affiliates, Orders and Payment.

2.1 Affiliates. Any Affiliate purchasing hereunder, or using or accessing any Offering hereunder, or benefitting from the Customer's use of an Offering, will be bound by and comply with all terms and conditions of this Agreement. The Customer signing these CrowdStrike Terms and Conditions will remain responsible for Customer's Affiliates' acts and omissions unless Customer's Affiliate has entered into its own Terms and Conditions with CrowdStrike.

2.2 Orders. Only those transaction-specific terms stating the Offerings ordered, quantity, price, payment terms, Subscription/Order Term, and billing/provisioning contact information (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or reseller purchase order) will have any force or effect unless a particular Order is executed by an authorized signer of CrowdStrike and returned to Customer (or the applicable reseller). If any such Order is so executed and delivered, then only those specific terms on the face of such Order that expressly identify those portions of this Agreement that are to be superseded will prevail over any conflicting terms herein but only with respect to those Offerings ordered on such Order. Orders are non-cancellable. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement.

2.3 Payment and Taxes. Customer will pay the fees for Offerings to a reseller or CrowdStrike as set forth in the applicable Order. Unless otherwise expressly set forth on the Order, Customer will pay the fees and amounts stated on each Order within 30 days after receipt of the applicable invoice. Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. Fees are exclusive of any applicable sales, use, value

added, withholding, and other taxes, however designated. Customer shall pay all such taxes levied or imposed by reason of Customer's purchase of the Offerings and the transactions hereunder, except for taxes based on CrowdStrike's income or with respect to CrowdStrike's employment of its employees.

3. Access & Use Rights.

3.1 Evaluation. If CrowdStrike approves Customer's evaluation use of a CrowdStrike product ("**Evaluation Product**"), the terms herein applicable to Products also apply to evaluation access and use of such Evaluation Product, except for the following different or additional terms: (i) the duration of the evaluation is as mutually agreed upon by Customer and CrowdStrike, provided, that either CrowdStrike or Customer can terminate the evaluation at any time upon written (including email) notice to the other party; (ii) the Evaluation Product is provided "AS-IS" without warranty of any kind, and CrowdStrike disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Product; and (iii) Customer's access and use is limited to Internal Use by Customer employees only.

3.2 Access & Use Rights. Subject to the terms and conditions of this Agreement (including CrowdStrike's receipt of applicable fees), CrowdStrike grants Customer, under CrowdStrike's intellectual property rights in and to the applicable Product, a non-exclusive, non-transferable (except as expressly provided in the Section entitled *Assignment*), non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use during the applicable Subscription/Order Term. Customer's access and use is limited to the quantity in the applicable Order. Furthermore, the following additional terms and conditions apply to specific Products (or components thereof):

(a) Products with Software Components. If Customer purchases a subscription to a Product with a downloadable object-code component ("**Software Component**"), Customer may, during the Subscription/Order Term install and run multiple copies of the Software Components solely for Customer's and Customer's Affiliates' Internal Use up to the maximum quantity in the applicable Order.

(b) CrowdStrike Tools. If CrowdStrike provides CrowdStrike Tools to Customer pursuant to performing Professional Services, the license set forth in the Section entitled *Access & Use Rights* applies to such CrowdStrike Tools as used solely for Customer's Internal Use during the period of time set forth in the applicable Order, or if none is specified, for the period authorized by CrowdStrike. Not all Professional Services engagements will involve the use of CrowdStrike Tools.

3.3 Restrictions. The access and use rights set forth in the Section entitled *Access & Use Rights* do not include any rights to, and Customer will not, with respect to any Offering (or any portion thereof): (i) employ or authorize a CrowdStrike Competitor to use or view the Offering or Documentation, or to provide management, hosting, or support for an Offering; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party (except as expressly provided in the Section entitled *Assignment*); (iv) allow third parties to access or use an Offering (except for Customer Contractors as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

3.4 Installation and User Accounts. CrowdStrike is not responsible for installing Products unless Customer purchases installation services from CrowdStrike. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. Customer is liable and responsible for all

actions and omissions occurring under Customer's and Customer Contractor's user accounts for Offerings. Customer shall notify CrowdStrike if Customer learns of any unauthorized access or use of Customer's user accounts or passwords for an Offering.

3.5 Malware Samples. If CrowdStrike makes malware samples available to Customer in connection with an evaluation or use of the Product ("**Malware Samples**"), Customer acknowledges and agrees that: (i) Customer's access to and use of Malware Samples is at Customer's own risk, and (ii) Customer should not download or access any Malware Samples on or through its own production systems and networks and that doing so can infect and damage Customer's systems, networks, and data. Customer shall use the Malware Samples solely for Internal Use and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Customer's computer equipment, computer programs, data, or other proprietary material due to Customer's access to or use of the Malware Samples.

3.6 Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: https://falcon.crowdstrike.com/opensource.

3.7 Ownership & Feedback. Products, Product-Related Services and the CrowdStrike Tools are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Products, Product-Related Services and the CrowdStrike Tools. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings and CrowdStrike Tools (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion.

4. Customer Contractors.

4.1 Authorization. Customer authorizes CrowdStrike to give Customer Contractors the rights and privileges to the Offerings necessary to enable and provide for Customer's use and receipt of the Customer Contractor Services. If at any time Customer revokes this authorization, to the extent the Offerings provide for Customer to limit the Customer Contractor's access and use of the Offerings, then Customer is responsible for taking the actions necessary to revoke such access and use. In the event Customer requires CrowdStrike assistance with such revocation or limitation, Customer must contact CrowdStrike Support with written notice of such revocation or limitation at support@crowdstrike.com and CrowdStrike will disable the Customer Contractor's access to Customer's Offerings within a reasonable period of time following receipt of such notice but in any event within 72 hours of receipt of such notice.

4.2 Disclaimer. Customer Contractors are subject to the terms and conditions in the Agreement while they are using the Offerings on behalf of Customer and Customer remains responsible for their acts and omissions during such time. Any breach by a Customer Contractor of this Agreement is a breach by Customer. CrowdStrike may make available Customer Contractor Services to Customer, for example, through an online directory, catalog, store, or marketplace. Customer Contractor Services are not required for use of the Offerings. Offerings may contain features, including API's, designed to interface with or provide data to Customer Contractor Services. CrowdStrike is not responsible or liable for any loss, costs or damages arising out of Customer Contractor's actions or inactions in any manner, including but not limited to, for any disclosure, transfer, modification or deletion of Customer Data (defined in Exhibit A). Whether or not a Customer Contractor is designated by CrowdStrike as, or otherwise claims to be "certified," "authorized," or similarly labeled, CrowdStrike does not: (i) control, monitor, maintain or provide support for, Customer Contractor Services, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with the Customer Contractor Services, and any Customer Contractor interface or integration with the Offerings, and (iii) cannot guarantee the continued availability of Customer Contractor Services and related features. If Customer Contractor Services and related features are no longer available for any reason, CrowdStrike is not obligated to provide any refund, credit, or other compensation for, or related to, the Offerings.

4.3 Restrictions on Customer Contractors. Customer shall not give or allow Customer Contractors access to, or use of, intelligence reports provided by, or made accessible in, the Products. For the avoidance of doubt, nothing herein prevents Customer from using intelligence API's in Customer Contractor Services for Customer's Internal Use.

5. Professional Services.

5.1 Fees. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order.

5.2 Ownership of Deliverables. Professional Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of CrowdStrike's findings, recommendations, and adversary information. Customer owns the copy of the report (including without limitation, all of Customer's Confidential Information therein) delivered to Customer ("**Deliverable**"), subject to CrowdStrike's ownership of the CrowdStrike Materials. Customer agrees that relative to Customer, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed by CrowdStrike in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the "**CrowdStrike Materials**") and that title shall remain with CrowdStrike. For the avoidance of doubt, the CrowdStrike Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon payment in full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into the Deliverable(s), Customer shall have a perpetual, non-transferable (except as expressly provided in the Section entitled *Assignment*), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverable(s) for Customer's Internal Use.

6. Data Security and Privacy. See Exhibit A.

7. Confidentiality.

7.1 Definitions. In connection with this Agreement, each party ("**Recipient**") may receive Confidential Information of the other party ("**Discloser**") or third parties to whom Discloser has a duty of confidentiality. "**Confidential Information**" means non-public information in any form that is in the Recipient's possession regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

7.2 Restrictions on Use. Except as allowed in Section 7.3 (*Exceptions*), Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, including without limitation, counsel, accountants, and financial advisors (collectively, "Representatives"), its Affiliates and their Representatives, subject to the other terms of this Agreement, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than as set forth in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information. Within 72 hours of Recipient becoming aware of the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information while in Recipient's control, Recipient shall provide Discloser with notice thereof.

7.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit, or inquiry; or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall, to the extent legally permitted: (a) give Discloser prompt written notice of such requirement or request prior to such disclosure; and (b) at Discloser's cost, a reasonable opportunity to review and comment upon the disclosure and request confidential treatment or a protective order pertaining thereto prior to Recipient making such disclosure. If the

Recipient is legally required to disclose the Discloser's Confidential Information as part of: (x) a legal proceeding to which the Discloser is a party but the Recipient is not; or (y) a government or regulatory investigation of the Discloser, the Discloser shall pay all of the Recipient's reasonable and actual out of pocket legal fees and expenses (as evidenced by reasonably detailed invoices) and will reimburse the Recipient for its reasonable costs and fees of compiling and providing such Confidential Information, including, a reasonable hourly rate for time spent preparing for, and participating in, depositions and other testimony.

7.4 Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

7.5 Equitable Relief. Each party acknowledges that a breach of this Section 7 (*Confidentiality*) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

8. Warranties & Disclaimer.

8.1 No Warranty for Pre-Production Versions. Any pre-production feature or version of an Offering provided to Customer is *experimental* and provided "AS IS" without warranty of any kind and will not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Offering. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by CrowdStrike regarding future functionality or features.

8.2 Product Warranty. If Customer has purchased a Product, CrowdStrike warrants to Customer during the applicable Subscription/Order Term that: (i) the Product will operate without Error; and (ii) CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into Customer's Endpoints where the Products are installed. Customer must notify CrowdStrike of any warranty claim during the Subscription/Order Term. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate Customer's license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the Subscription/Order Term. CrowdStrike shall have no obligation regarding Errors reported after the applicable Subscription/Order Term.

8.3 Services Warranty. CrowdStrike warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify CrowdStrike of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Services, or (b) refund the portion of the fees paid attributable to the non-conforming Services.

8.4 Exclusions. The express warranties do not apply if the applicable Product or Service: (i) has been modified, except by CrowdStrike, (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only.

8.5 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S

OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR.

8.6 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGMENT WITH RESPECT TO THE OFFERINGS AND CROWDSTRIKE TOOLS. THERE IS NO WARRANTY THAT THE OFFERINGS OR CROWDSTRIKE TOOLS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS AND CROWDSTRIKE TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. NEITHER THE OFFERINGS NOR CROWDSTRIKE TOOLS ARE FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. Customer agrees that it is Customer's responsibility to ensure safe use of an Offering and the CrowdStrike Tools in such applications and installations. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

8.7 Additional Terms That May Apply. See Exhibit C for additional warranties that may apply to certain Customers.

9. Indemnification.

9.1 CrowdStrike's Obligation. CrowdStrike shall at its cost and expense: (i) defend and/or settle any claim brought against Customer by an unaffiliated third party alleging that an Offering infringes or violates that third party's intellectual property rights, and (ii) pay and indemnify any settlement of such claim or any damages awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (a) gives CrowdStrike prompt written notice of such claim; (b) permits CrowdStrike to solely control and direct the defense or settlement of such claim (however, CrowdStrike will not settle any claim in a manner that requires Customer to admit liability without Customer's prior written consent); and (c) provides CrowdStrike all reasonable assistance in connection with the defense or settlement of such claim, at CrowdStrike's cost and expense. In addition, Customer may, at Customer's own expense, participate in defense of any claim.

9.2 Remedies. If a claim covered under this Section occurs or in CrowdStrike's opinion is reasonably likely to occur, CrowdStrike may at its expense and sole discretion (and if Customer's access and use of an Offering is enjoined, CrowdStrike will, at its expense): (i) procure the right to allow Customer to continue using the applicable Offering; (ii) modify or replace the applicable Offering to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license or access to the affected portion of applicable Offering and refund a portion of the pre-paid, unused fees paid by Customer corresponding to the unused period of the Subscription/Order Term.

9.3 Exclusions. CrowdStrike shall have no obligations under this Section if the claim is based upon or arises out of: (i) any modification to the applicable Offering not made by CrowdStrike; (ii) any combination or use of the applicable Offering with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Offering after being notified of the infringement claim or after being provided a modified version of the Offering by CrowdStrike at no additional cost that is intended to address such alleged infringement; (iv) Customer's failure to use the Offering in accordance with the applicable Documentation; and/or (v) Customer's use of the Offering outside the scope of the rights granted under this Agreement.

9.4 Exclusive Remedy. THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CROWDSTRIKE'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability.

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (*INDEMNIFICATION*), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.

10.2 Additional or Different Terms That May Apply. See Exhibit C for additional or different terms related to liability that may apply to certain Customers.

11. Compliance with Laws. Each party agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to such party in the performance of this Agreement, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer acknowledges and agrees the Offerings shall not be used, transferred, or otherwise exported or re-exported to regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity subject to individual prohibitions (e.g., parties listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders) (collectively, "Designated Nationals"), without first obtaining all required authorizations from the U.S. government and any other applicable government. Customer represents and warrants that Customer is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National. CrowdStrike represents and warrants that CrowdStrike is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

12. U.S. Government End Users.

12.1 Commercial Items. The following applies to all acquisitions by or for the U.S. government or by any U.S Government prime contractor or subcontractor at any tier ("Government Users") under any U.S. Government contract, grant, other transaction, or other funding agreement. The Products, CrowdStrike Tools, and Documentation are "commercial items," as that term is defined in Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in FAR 12.211 and 12.212. In addition, Department of Defense FAR Supplement ("DFARS") 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by Department of Defense agencies. Consistent with FAR 12.211 and 12.212 and DFARS (48 C.F.R.) 227.7202-1 through 227.7202-4, the Products, CrowdStrike Tools, and Documentation are being licensed to Government Users pursuant to the terms of this license(s) customarily provided to the public as forth in this Agreement, unless such terms are inconsistent with United States federal law ("Federal Law").

12.2 Disputes with the U.S. Government. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal Law and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Offerings. In the event of any disputes with the U.S. Government in connection with this Agreement, Section 14.3 of this Agreement shall not apply. Instead the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with Federal Procurement Law and any such disputes shall be resolved pursuant to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109), as implemented by the Disputes Clause, FAR 52.233-1.

12.3 Precedence. This U.S. Government rights in this Section are in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Offerings, computer software or technical data under this Agreement.

13. Suspension and Termination. This Agreement shall remain effective until termination in accordance with this Section or as otherwise specified herein. CrowdStrike may immediately suspend Customer's access to, or use of, the Offerings if: (i) CrowdStrike believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings; (ii) Customer or Customer users are in breach of Section 3.3 (*Restrictions*); or (iii) Customer fails to pay CrowdStrike when undisputed fees are due; provided, however, CrowdStrike will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension. Either party may terminate this Agreement upon 30 days' written notice of a material breach by the other party, unless the breach is cured within the 30-day notice period. Prior to termination and subject to the terms of this Agreement, Customer shall have the right to access and download Customer Data available per the Customer's purchased Products and data retention period in a manner and in a format supported by the Products. Upon termination of this Agreement for any reason: (a) all Customer's access and use rights granted in this Agreement will terminate; (b) Customer must promptly cease all use of Offerings and de-install all Software Components installed on Customer's Endpoints; and (c) Customer Data will be deleted in accordance with the data retention period purchased by Customer and Section 7.4 *Confidentiality; Destruction*). Sections 1, 3.3, 7, 10, 12, 13, and 14 and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason.

14. General.

14.1 Entire Agreement. This Agreement constitutes the entire agreement between Customer and CrowdStrike concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Notwithstanding the foregoing, if you have a CrowdStrike *Limited Warranty Agreement for Falcon Complete* (or a preceding or successor named product) fully executed with CrowdStrike, the warranty provided therein stands alone and is not superseded by this Agreement. It is expressly agreed that the terms of this Agreement shall supersede any terms in any procurement Internet portal or other similar non-CrowdStrike document and no such terms included in any such portal or other non-CrowdStrike document shall apply to the Offerings ordered. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement. CrowdStrike is not obligated under any reseller's agreement with you unless an officer of CrowdStrike executes the agreement. This Agreement shall not be construed for or against any party to this Agreement because that party or that party's legal representative drafted any of its provisions.

14.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

14.3 Governing Law; Venue. Except as otherwise provided in Exhibit B (if applicable), this Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Santa Clara County, California, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each party reserves the right to file a suit or action in any court of competent jurisdiction as such party deems necessary to protect its intellectual property rights and, in CrowdStrike's case, to recoup any payments due.

14.4 Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

14.5 Waiver, Severability & Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and

effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

14.6 Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

14.7 Notices. All legal notices will be given in writing to the addresses in the first introductory paragraph of this Agreement and will be effective: (i) when personally delivered, (ii) on the reported delivery date if sent by a recognized international or overnight courier, or (iii) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, Orders, POs, confirmations, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each party's standard ordering procedures.

14.8 Signatures. This Agreement and any Orders may be executed in two counterparts, each of which will be considered an original but all of which together will constitute one agreement. Any signature delivered by electronic means shall be treated for all purposes as an original.

CROWDSTRIKE, INC.		**LEGAL NAME OF CUSTOMER:**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Send notices to:		Notice Address:	
150 Mathilda Place, 3rd Floor		Address:	
Sunnyvale, CA 94086		City: State: Zip:	
With a copy to: legal@crowdstrike.com		Attn:	
		Country:	

Exhibit A: Data Security and Privacy Schedule

1. Definitions

a. **"CrowdStrike Systems"** means those computer systems hosting the 'Falcon EPP Platform'.

b. **"Customer Data"** means the data generated by the Customer's Endpoint and collected by: (i) the Products, and/or (ii) the CrowdStrike Tools, and in either case, sent to the CrowdStrike Systems. Customer Data is considered Customer's Confidential Information (defined in Section 7 *Confidentiality*) and subject to the exclusions, exceptions and obligations set forth therein and this Exhibit A *Data Security and Privacy Schedule*.

c. **"Execution Profile/Metric Data"** means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Customer provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.

d. **"Personal Data"** means information provided by Customer to CrowdStrike or collected by CrowdStrike from Customer used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

e. **"Privacy and Security Laws"** means U.S. federal, state and local and non-U.S. laws, including those of the European Union, that regulate the privacy or security of Personal Data and that are directly applicable to CrowdStrike.

f. **"Security Breach"** means unauthorized access to, or unauthorized acquisition of: (i) Customer Data, or (ii) Personal Data, stored on CrowdStrike Systems that results in the compromise of such Customer Data and/or Personal Data.

g. **"Threat Actor Data"** means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to CrowdStrike in connection with this Agreement, or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

2. Falcon Platform

The 'Falcon EPP Platform' uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike's Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer's endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customer, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike's products and services, and enhance cybersecurity; and (iv) permit Customers to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer's Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer's Confidential Information or Customer Data.

3. Processing Personal Data

a. Provisioning/Use of Offerings**.** Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, administer the Agreement and further the business relationship between Customer and CrowdStrike, comply with law, act in accordance with Customer's written instructions, or otherwise in accordance with this Agreement. Customer authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Customer provides to CrowdStrike as contemplated in this Agreement.

b. Suspicious/Unknown File Analysis. While using certain CrowdStrike Offerings Customer may have the option to upload (by submission, configuration, and/or, in the case of Services, by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable and/or improve CrowdStrike's products and services or enhance cyber-security. These potentially suspicious or unknown files may be transmitted and analyzed to determine functionality and their potential to cause instability or damage to Customer's endpoints and systems. In some instances, these files could contain Personal Data for which Customer is responsible.

4. Compliance with Privacy and Information Security Requirements

a. Compliance with Laws. CrowdStrike shall comply with all Privacy and Security Laws, the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from the European Economic Area, Switzerland, and the United Kingdom, as applicable. CrowdStrike's privacy notice may be found at http://www.crowdstrike.com/privacy-notice/. To the extent necessary to comply with Privacy and Security Laws, including but not limited to when Customer is a controller of Personal Data processed by CrowdStrike originating in the European Union, Switzerland, or the United Kingdom, the Data Protection Addendum set forth here https://www.crowdstrike.com/data-protection-agreement/ shall apply to CrowdStrike's processing of such Customer Personal Data.

b. Safeguards. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including the safeguards set forth on Appendix 1 which substantially conform to the ISO/IEC 27002 control framework. ("Information Security Controls for CrowdStrike Systems").

c. Access; Contacts. With respect to employees, agents, and subcontractors, CrowdStrike shall limit access to Customer Data and Personal Data to only those employees, agents, and subcontractors who have a need to access the Customer Data and/or Personal Data in order to carry out their roles as contemplated in the terms of this Agreement. CrowdStrike shall assign and train personnel who shall: (i) liaise with customers regarding any issues concerning the security of Customer Data and/or Personal Data; (ii) receive notice of any Security Breach discovered by CrowdStrike and provide notice of any such Security Breach to Customer; and (iii) coordinate CrowdStrike's Security Breach response and remedial action.

5. Security Breach Response

In the event CrowdStrike discovers a Security Breach, CrowdStrike shall:

a. Without undue delay but no later than 72 hours of becoming aware, notify Customer of the discovery of the Security Breach. Such notice shall summarize the known circumstances of the Security Breach and the corrective action taken or to be taken by CrowdStrike.

b. Conduct an investigation of the circumstances of the Security Breach.

c. Use commercially reasonable efforts to remediate the Security Breach.

d. Use commercially reasonable efforts to communicate and cooperate with Customer concerning its response to the Security Breach.

6. Security Assessment and Provision of Audited Security Controls. Promptly after written (including email) request from Customer, CrowdStrike shall provide Customer with: (i) its most recent SOC II, Type 2 report regarding the CrowdStrike Systems; and (ii) provide its completed Standardized Information Gathering (SIG) questionnaire (or similar document) for the CrowdStrike Systems (the "Security Documentation"). Upon the provision of reasonable notice to CrowdStrike, once every twelve months during the term of the Agreement and during normal business hours unless otherwise decided by CrowdStrike in its sole discretion, CrowdStrike shall make appropriate CrowdStrike personnel reasonably available to Customer to discuss CrowdStrike's manner of compliance with applicable security obligations under this Agreement. In advance of such discussion, CrowdStrike may, in addition to the Security Documentation, provide Customer with access to additional requested information or documentation concerning CrowdStrike's information security practices as they relate to this Agreement, including without limitation, access to any security assessment reports designed to be shared with third parties. Any information or documentation provided pursuant to this assessment process or otherwise pursuant to this Schedule shall be considered CrowdStrike's Confidential Information and subject to the Confidentiality section of the Agreement.

7. **Customer Obligations**. Customer, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Products and/or CrowdStrike Tools will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings and CrowdStrike Tools in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Customer Personal Data from each Customer and Customer Affiliate, to CrowdStrike.

8. **Notices**. The following individuals shall be the primary contacts at Customer and CrowdStrike for any coordination, communications or notices with respect to Personal Data and this Schedule:

   a. **CrowdStrike:** Drew Bagley, VP & Counsel, Privacy & Cyber Policy (drew.bagley@crowdstrike.com with a copy to legal@crowdstrike.com). For any Security Breach: Jerry Dixon, Chief Information Security Officer (jerry.dixon@crowdstrike.com with a copy to security@crowdstrike.com).
   b. **Customer:** the person who has signed the Agreement or another person as otherwise designated in writing (including by email) by Customer to CrowdStrike. Each party shall promptly notify the other if any of the foregoing contact information changes.

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Appendix 1
Information Security Controls for CrowdStrike Systems

Security Control Category	Description
1. Governance	a. Assign to an individual or a group of individuals appropriate roles for developing, coordinating, implementing, and managing CrowdStrike's administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Personal Data b. Use of data security personnel that are sufficiently trained, qualified, and experienced to be able to fulfill their information security-related functions
2. Risk Assessment	a. Conduct periodic risk assessments designed to analyze existing information security risks, identify potential new risks, and evaluate the effectiveness of existing security controls b. Maintain risk assessment processes designed to evaluate likelihood of risk occurrence and material potential impacts if risks occur c. Document formal risk assessments d. Review formal risk assessments by appropriate managerial personnel
3. Information Security Policies	a. Create information security policies, approved by management, published and communicated to all employees and relevant external parties. b. Review policies at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness.
4. Human Resources Security	a. Maintain policies requiring reasonable background checks of any new employees who will have access to Personal Data or relevant CrowdStrike Systems, subject to local law b. Regularly and periodically train personnel on information security controls and policies that are relevant to their business responsibilities and based on their roles within the organization
5. Asset Management	a. Maintain policies establishing data classification based on data criticality and sensitivity b. Maintain policies establishing data retention and secure destruction requirements c. Implement procedures to clearly identify assets and assign ownership
6. Access Controls	a. Identify personnel or classes of personnel whose business functions and responsibilities require access to Personal Data, relevant CrowdStrike Systems and the organization's premises b. Maintain controls designed to limit access to Personal Data, relevant CrowdStrike Systems and the facilities hosting the CrowdStrike Systems to authorized personnel c. Review personnel access rights on a regular and periodic basis d. Maintain physical access controls to facilities containing CrowdStrike Systems, including by using access cards or fobs issued to CrowdStrike personnel as appropriate e. Maintain policies requiring termination of physical and electronic access to Personal Data and CrowdStrike Systems after termination of an employee f. Implement access controls designed to authenticate users and limit access to CrowdStrike Systems g. Implement policies restricting access to the data center facilities hosting CrowdStrike Systems to approved data center personnel and limited and approved CrowdStrike personnel h. Maintain dual layer access authentication processes for CrowdStrike employees with administrative access rights to CrowdStrike Systems
7. Cryptography	a. Implement encryption key management procedures b. Encrypt sensitive data using a minimum of AES/128 bit ciphers in transit and at rest
8. Physical Security	a. Require two factor controls to access office premises b. Register and escort visitors on premises
9. Operations Security	a. Perform periodic network and application vulnerability testing using dedicated qualified internal resources b. Contract with qualified independent 3rd parties to perform periodic network and application penetration testing c. Implement procedures to document and remediate vulnerabilities discovered during vulnerability and penetration tests

10. Communications Security	a. Maintain a secure boundary using firewalls and network traffic filtering b. Require internal segmentation to isolate critical systems from general purpose networks c. Require periodic reviews and testing of network controls
11. System Acquisition, Development and Maintenance	a. Assign responsibility for system security, system changes and maintenance b. Test, evaluate and authorize major system components prior to implementation
12. Supplier Relationships	Periodically review available security assessment reports of vendors hosting the CrowdStrike Systems to assess their security controls and analyze any exceptions set forth in such reports
13. Information Security Breach Management	a. Monitor the access, availability, capacity and performance of the CrowdStrike Systems, and related system logs and network traffic using various monitoring software and services b. Maintain incident response procedures for identifying, reporting, and acting on Security Breaches c. Perform incident response table-top exercises with executives and representatives from across various business units d. Implement plan to address gaps discovered during exercises e. Establish a cross-disciplinary Security Breach response team
14. Business Continuity Management	a. Design business continuity with goal of 99.9% uptime SLA b. Conduct scenario based testing annually
15. Compliance	a. Establish procedures designed to ensure all applicable statutory, regulatory and contractual requirements are adhered to

Exhibit B
Dispute Resolution Outside North America

If Customer's principal office is located outside North America as indicated in the Agreement, the terms and conditions of this Exhibit shall apply to all disputes arising out of or relating to this Agreement (excluding disputes regarding the actual or alleged violation of CrowdStrike's intellectual property rights or the collection of overdue invoices, which shall be governed by California law).

1. ***For ALL principal offices outside North America:***

a. Choice of Law. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced with the laws of the State of New York, excluding its conflicts-of-law principles. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

b. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the existence, breach, termination, enforcement, interpretation, or validity of the Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, (each, a "**Dispute**") shall be referred to and finally resolved by arbitration under the rules and at the location identified below. The arbitral panel shall consist of three (3) arbitrators, selected as follows: each party shall appoint one (1) arbitrator; and those two (2) arbitrators shall discuss and select third arbitrator. If the two party-appointed arbitrators are unable to agree on a third arbitrator, the third arbitrator shall be selected in accordance with the applicable rules of the arbitration body. Each arbitrator shall be independent of each of the parties and shall have suitable experience and knowledge in the subject matter of the Dispute. The arbitrators shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrators may determine. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, either party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator. The language to be used in the arbitral proceedings shall be English.

2. ***For ONLY principal offices within Europe, the Middle East or Africa:***
Any Dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is as follows: (a) if Customer brings an action against CrowdStrike, then the governing law is the State of New York, USA, (b) if CrowdStrike brings an action against Customer, then the governing law is the laws of England and Wales, The seat, or legal place, of arbitration shall be London, England.

3. ***For ONLY principal offices within Asia Pacific (including India), Australia & New Zealand:***
Any Dispute shall be referred to and finally resolved by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with such Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is as follows: (a) if Customer brings an action against CrowdStrike, then the governing law is the State of New York, USA, (b) if CrowdStrike brings an action against Customer, then the governing law is as follows: (i) for Customers in: (x) Asia Pacific (including India): the laws of England and Wales, (y) Australia and New Zealand: the laws of the State of New South Wales, Australia. In all cases, the seat, or legal place, of arbitration shall be Singapore.

4. ***For ONLY principal offices within the Americas, excluding North America:***
Any Dispute shall be referred to and finally resolved by arbitration under International Dispute Resolution Procedures of the American Arbitration Association in force on the date when the notice of arbitration is submitted in accordance with such Procedures (which Procedures are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of New York, USA. The seat, or legal place, of arbitration shall be New York, New York, USA.

Exhibit C
Additional or Different Terms That May Apply to Certain Customers

A. For Australian Consumers Only.

A.1. For Customers that are consumers under the Australian Consumer Law, the following provisions apply**.**

The benefits of the warranty in Section 8 *Warranties & Disclaimer* of this Agreement are in addition to any other rights and remedies in relation to the Offerings that Customer may be entitled to under Australian Consumer Law. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: (i) to cancel your service contract with us; and (ii) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

The warranties in this Agreement are provided by CrowdStrike, Inc. at 150 Mathilda Place, Third Floor, Sunnyvale California, USA. To file a claim under this limited warranty, Customers must contact CrowdStrike at support@crowdstrike.com. CrowdStrike shall be responsible for any costs Customer incurs in making a warranty claim under this Agreement.

A.2. For Customers that are consumers under the Australian Consumer Law, Section 12 *Limited Liability* shall be replaced in its entirety with the following:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (*INDEMNIFICATION*), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), INDEMNITIES (OTHER THAN EXPRESSLY STATED IN SECTION 9 (*INDEMNIFICATION*)), OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION A2.

SECTION A.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF CROWDSTRIKE OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, **THIS PROVISION MUST BE READ SUBJECT TO THE AUSTRALIAN CONSUMER LAW.**

B. For Customers Outside the United States and Australia. Some countries, states and provinces, including member states of the European Economic Area, do not allow certain exclusions or limitations of liability, therefore, the exclusions or limitation of liabilities and disclaimers of warranties in the Agreement may not fully apply to Customer if the laws directly applicable to CrowdStrike in the performance of this Agreement do not allow such terms.

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Where Technology Means More®



City of Roseville

Endpoint Detection and Response

RFP# 12-022

April 22, 2022

Brittani Neff

Senior Account Executive

233 Technology Way, Suite 4

Rocklin, CA 95765

Phone: 916-251-3953

Email: BRNeff@eplus.com

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April 22, 2022

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Thank you for offering ePlus Technology, inc. ("ePlus") the opportunity to respond to your RFP for **Endpoint Detection and Response (RFP# 12-022)**. We have reviewed City of Roseville's stated goals and requirements contained in your RFP. We are confident that our solution provides a proven approach – combining appropriate practices, technology, and intellectual capital to meet and exceed your process improvement and cost savings objectives.

The following response and attachments will clearly demonstrate how ePlus will assist you in achieving your goals. Our proposal contains all the supporting information you should need.

ePlus is submitting its proposal on the understanding and with the expectation that City of Roseville and ePlus Technology, inc. will have the opportunity to work together to enter into a mutually acceptable contract for the products and services described in an agreed upon statement of work.

The experience that ePlus will demonstrate throughout the process will highlight how our strengths and expertise can be applied to your organization to generate positive business results. We look forward to the opportunity in the very near future to personally present our solution.

Thank you for your consideration.

Sincerely,
Don McLaughlin, SVP

Don McLaughlin
Senior Vice President

Required Language:

- Endpoint Detection and Response (RFP# 12-022)
- ePlus Technology, inc. / 13595 Dulles Technology Drive, Herndon, VA 20171
- Brittani Neff, Senior Account Executive / Phone: 916-251-3953 / Fax 703-984-8600, BRNeff@eplus.com
- ePlus Technology, inc. will perform the services and adhere to the requirements described in this RFP, including any addenda (none received)

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Attachments:

Attachment 1 – Falcon Complete Quote #22796125
Attachment 2 – Falcon Enterprise Quote #22796133
Attachment 3 – CA_Secretary of State_Statement of Information
Attachment 4 – IPA - Software Sample
Attachment 5 – Sample Opinion Letter

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Herndon, VA 20171
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ePlus as a Reseller

ePlus is fully committed to holding the discount structure contained in our bid response for the life of the contract but is subject to future potential manufacturer changes in overall pricing models to its resellers. ePlus would require the opportunity to amend its committed discount in order to maintain an equivalent level of margin to be able to continue the supply. ePlus will provide the documentation to support manufacturer modification that supports a change any pricing structure. It is possible that changes can also occur in other manufacturer terms such as changes in warranty terms that are outside of ePlus' control and we reserve the right to modify this schedule from time to time to accommodate these potential changes by providing written notice. If changes of this nature are not something for which you would consider an exception, ePlus would merely require the opportunity to vacate the particular award(s) effected by the manufacturer's changes which are outside of our control.

PROPOSAL VALIDITY PERIOD

This proposal is valid for ninety (90) days from the date of submission (4/22/2022).

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1.0 SCOPE OF SERVICES

A. Please reference Attachment A – Questionnaire. Vendor shall complete and submit. The Questionnaire is provided electronically for ease of completion as a supplemental document in Public Purchase.

ePlus Response: Please see **Attachment A – Questionnaire** which follows.

B. Proposer shall provide a general description of the proposed (EDR) solution, which also defines how City of Roseville (EDR) deployment objectives and requirements will be met in each of the following areas:

I. Ease of deployment and maintenance

ePlus Response: this is answered below in the RFP

II. Threat hunting and modeling

ePlus Response: this is answered below in the RFP

III. Security incident detection, prevention, isolation, investigation, and remediation

ePlus Response: this is answered below in the RFP

IV. Log management and data archiving

ePlus Response: this is answered below in the RFP

V. Security event management (real-time monitoring)

ePlus Response: this is answered below in the RFP

VI. Business context and security intelligence

ePlus Response: this is answered below in the RFP

VII. Advanced analytics

ePlus Response: this is answered below in the RFP

VIII. Incident response and remediation automation

ePlus Response: this is answered below in the RFP

IX. User and resource access monitoring

ePlus Response: this is answered below in the RFP

X. Reporting

ePlus Response: this is answered below in the RFP

C. The Proposer's scope of services should include, at a minimum, general discussion of the Proposer's understanding of the overall project, a description of the major components of services (or phases of service), and the expected time of completion for each component proposed. Professional services shall include installation of hardware, software, sensors, site connector, communication, policies configuration, monitoring, reporting, notification rules, and incident respond rules automation.

ePlus Response: this is answered below in the RFP

D. Proposer shall provide the proposed (EDR) solution upgrade schedule.

ePlus Response: this is answered below in the RFP

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E. Proposer shall describe the skills needed to implement and support the proposed (EDR) product as outlined in this proposal.
ePlus Response: this is answered below in the RFP

F. Proposer shall describe any management and/or monitoring service offerings provided directly for the proposed (EDR) tool. Also, indicate (if any) the number of service providers offering managed (EDR) or managed security services with the proposed (EDR), and list the providers.
ePlus Response: this is answered below in the RFP

G. Proposer shall provide a sample Service-Level Agreement (SLA) to the proposal. Ensure that the (SLA) details items like on-site versus remote work, and scales pricing that takes into account various roles and expertise, for example, project management, senior (EDR) engineer, ad hoc consulting, etc.
ePlus Response: this is answered below in the RFP

H. Proposer shall describe the implementation approach, project management tools, and methodologies for the proposed solution.
ePlus Response: this is answered below in the RFP

I. Proposer shall describe what training of City of Roseville (ITS) staff is required or recommended to support the implementation of products and services.
ePlus Response: this is answered below in the RFP

J. The Proposer's scope of services shall include a description of the hardware products, software product, licensing options, or any third-party hardware and/or software products included in the proposal that are necessary to achieve the City's stated Project Description and requirements. Proposer may include any hardware, software, or additional services in its proposal that are value-added or optional to be provided by Proposer to the City.
ePlus Response: this is answered below in the RFP

K. The Proposer's scope of services should describe the nature of any post- implementation and ongoing support for the (EDR) system. The description shall include the levels of support available (e.g., gold, silver, bronze, etc.) and identify which level of support is being proposed for the City, telephone support including hours of operation and time zone, availability of 24/7 hotline, problem reporting and resolution procedures, escalation procedures, response time for various levels of severity, and other support that is available (e.g., additional on-site, remote, access to website portal, knowledge base, etc.).
ePlus Response: this is answered below in the RFP

L. Proposer shall specify if the service program cover all future software upgrades.
ePlus Response: this is answered below in the RFP

M. Proposer shall specify all required components (software and/or hardware) to operate the proposed (EDR) system in a high availability environment. The City reserves the right to purchase any additional components needed through a separate procurement process.
ePlus Response: this is answered below in the RFP

N. Proposer shall outline what training is necessary or recommended for City of Roseville staff members to support the solution

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ePlus Response: this is answered below in the RFP

O. Proposer shall include any additional information that would help City of Roseville evaluate the proposed detection and response security solution.

ePlus Response: this is answered below in the RFP

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5.1 TAB A: Firm's Qualifications

Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.
ePlus Response: Please also see **ePlus Company Information** section which follows.

CrowdStrike is the leader in cloud-delivered next-generation endpoint protection, endpoint detection and response, threat intelligence, and pre- and post-incident response services. With the ability to collect and process over 100 billion events a day, CrowdStrike has revolutionized endpoint protection by being the first company to unify next-generation antivirus (AV), endpoint detection and response (EDR), and a 24/7 managed hunting service - all delivered via a single lightweight agent. We are one of the World's Most 50 Innovative Companies according to MIT, and one of Forbes Most Promising Companies. Our growth and innovation are driven by incredible employees who deliver unmatched customer success.

Just recently, Forrester has named CrowdStrike the Leader in The Forrester Wave™: Endpoint Detection and Response (EDR) Providers, Q2 2022.

Our strength is our people: We have experienced consultants from a variety of backgrounds. Our maturity assessments are informed not only by our understanding of security best practices but also by our world-class threat intelligence and incident response capabilities.

We have our own maturity model that we use to evaluate our customers' security programs. While we consider all the CIS Critical Controls and all the NIST CSF Categories, we use our threat intelligence and incident response experience to emphasize security measures that maximize risk reduction against modern threats.

Our team at CrowdStrike will be responsible for the protection of your systems and data at all times. We have a global presence, with security operating centers across North America, Europe, and Australia. This allows us to sponsor continuous monitoring and management of your environment, triaging and analyzing of alerts, as well as responding to and remediating incidents when it arises. Once the sensors are implemented, the Falcon Complete team takes over and monitors your environment 24/7/365, and performs the necessary configurations, tuning, maintenance and updates on your team's behalf.

CrowdStrike's employees have a wealth of experience in the industry:

- Staff Experience: Average of 15+ years in the information security industry per team member
- Clearances: Staff with current or prior Secret and Top-Secret clearances
- Certifications: CISSP, CISA, CBP, IACIS, TSCM, CCFA, CCFH, CCFR and other relevant certifications

Moreover, CrowdStrike has obtained several compliance certifications that position the company at the top of the security vendor space. https://www.crowdstrike.com/why-crowdstrike/crowdstrike-compliance-certification/.

Due to confidentiality, we are unable to share our organizational chart, including its constituent parts, and size variation of staffing levels in the past five years without an established mutual non-disclosure agreement (MNDA).

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5.2 TAB B: Experience and References

Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.
ePlus Response: Due to the sensitive nature of our work, all engagements (both products and services) that CrowdStrike and its employees have performed have been under strict non-disclosure requirements. Therefore, our relationships with our customers, unless publicly disclosed by our customers or other parties, will fall under the definition of confidential information per those Non-Disclosure Agreements. Upon being short-listed, we would be happy to coordinate at that time a request from one of our existing customers who are willing to be available as a customer reference should this be required. Here is a list of customers on our website: https://www.CrowdStrike.com/why-CrowdStrike/CrowdStrike-customers/

As of October 31, 2021, we have 14,000+ customers.
As of July 31, 2021, we have:
63 of 100 Fortune 100 Companies
234 of Fortune 500
14 of the Top 20 Banks

Additionally, please refer to this link for case studies:

https://www.CrowdStrike.com/why-CrowdStrike/CrowdStrike-customers/

https://www.CrowdStrike.com/resources/videos/telstra-uses-CrowdStrike-to-keep-australians-data-safe/

https://www.CrowdStrike.com/resources/#filter=.tag-case-study.

5.3 TAB C: Qualifications of Team

Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes may be included in the appendix.
ePlus Response:

Brittani Neff – SR account executive covering Cities/Counties in Northern CA for over 5 years. I work to establish trust with my clients through the knowledge of what others in the space explore and through leveraging my engineering resources and their knowledge of the industry as it changes.

Steve Simons –Professional Services executive with 20+ years of experience leading an Enterprise IT Infrastructure professional services organization. Hands on professional services manager building highly technical teams supporting a broad technology portfolio of Datacenter solutions.

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If ePlus is selected with Crowdstrike for this project, we will also assign a project manager for the ePlus services portion.

CrowdStrike is a leading security firm with a team of experienced consultants from a variety of backgrounds. Not only do we have the best endpoint detection and response tool in the market (The Forrester Wave™: Endpoint Detection And Response Providers, Q2 2022), but we also have our services teams (Falcon OverWatch & Falcon Complete) which consists of highly competent security experts with at least 7-10 years of experience in SOC management, incident response, and digital forensics. Our experts come from a wide range of backgrounds, including government, law enforcement, commercial enterprise, the intelligence community, and defense, ensuring the protection of your data and systems at all times. All Falcon Complete staff are subject to extensive background checks. Candidates are subjected to rigorous hiring phases which include virtual and paper-based exercises in order to understand their viability for a role within the Falcon Complete Team.

Falcon OverWatch is CrowdStrike's managed threat hunting service. Built on the cloud-native CrowdStrike Falcon platform, Falcon OverWatch conducts thorough human analysis 24/7 to relentlessly hunt for anomalous or novel attacker tradecraft that is designed to evade standard security technologies.

Falcon OverWatch is an elite team of cross-disciplinary specialists who harness the massive power of the CrowdStrike Security Cloud, enriched with CrowdStrike threat intelligence, to continuously hunt, investigate and advise on sophisticated threat activity in customer environments. Armed with cloud-scale telemetry of trillions of endpoint events collected per day, and detailed tradecraft on more than 180 adversary groups, Falcon OverWatch provides unparalleled ability to see and stop the most sophisticated threats.

The Falcon Complete team is composed of seasoned security professionals with experience in incident handling, incident response, forensics, SOC analysis, identity protection and IT administration. The team has a global footprint, allowing continuous monitoring and management at all times. When an intrusion is identified, the Complete team acts quickly and decisively, remotely accessing the affected system using native Falcon platform capabilities to surgically remove persistence mechanisms, stop active processes, block abuse of compromised accounts and clear other latent artifacts. Falcon Complete restores systems to their pre-intrusion state without the burden and disruption of reimaging systems.

Due to confidentiality, we are unable to share additional personnel information (i.e. resumes). However, we're more than happy to coordinate a call with our team to further discuss personnel information upon execution of the MNDA.

5.4 TAB D: Project Understanding

Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.

ePlus Response: CrowdStrike has a highly sophisticated strategy for how we interact with public sector organizations. Below are some observations and feedback that we have received from other peers in the government industry. These include Cities, Counties, and several other state government entities. In all

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cases, TTV (time to value) and TTD (time to deploy) were crucial, many cities want to see value and protection within days or weeks, not years.

1. Clients want a 'frictionless' deployment.

Traditional endpoint solutions still carry a burden on the endpoints, they add friction across the enterprise and they continuously require updates, hardware, integration, people skills, etc. This approach is expensive in terms of time and money, and hugely resource intensive and doesn't provide the desired outcomes. CrowdStrike solves this issue by transferring this responsibility away from your team and into our Falcon Complete teams' hands.

2. Reduction in complexity and strategic unification

The market is moving towards simplicity and enrichment of existing investments with an 'API first' approach, full API integration and reduction of complexity, many endpoint products still require many components (hardware, software, multiple agents). Organizations are moving to unify their estate, in particular endpoints, servers and workloads, and want a truly integrated platform approach. One single open platform that provides 'to many, to few, to ONE'. Multiple disciplines in a single platform and a single universal agent, maximum correlation and speed to respond and remediate.

3. Full security lifecycle integration and automation

Leveraging a single platform has many benefits, in particular, harmonizing detecting an issue and being able to identify, respond and remediate within minutes. CrowdStrike has built a fully integrated platform that includes endpoint protection, SOC operations, managed threat hunting, sandbox, threat research and intelligence into one platform, to enable seamless and automated detailed response between security teams.

4. Lower TCO (total cost of ownership)

Reducing the operational and capital expenditure to secure endpoints servers and workloads, the secure delivery of cloud services enables a significant reduction in costs.

With CrowdStrike's cutting-edge technology, world-class expertise, and our unique processes, we are able to deliver all these with efficiency. And though we are unable to disclose specific roadmap information due to confidentiality, we would recommend you review the recent analyst documents that validate this approach and have redefined the way we secure the endpoints, servers and workloads. We are also happy to coordinate a call with our product managers to discuss our roadmap once we establish an MNDA.

When it comes to securing your environment, we use a multi-pronged approach:

1. Blocking threats like malware, based on high confidence. This is done by using three proprietary machine learning engines to identify newer malware not identified by a traditional AV engine.
2. Blocking threats based on Indicators of Attack (IOA) such as dumping of credentials, lateral movement, or altering key registry locations.
3. Leveraging our Threat Intelligence service which releases 4,000 IOC's per day such as MD5 hash or DNS name of malicious infrastructure. If any of these indicators are seen in your environment we are instantly identifying malicious activity and/or actor attribution.
4. Finally our goal is to never fail silently and that means recording all metadata activity occurring on the endpoint and sending it up to our elastic, highly flexible cloud in real-time. Our experts are analyzing this data in real time and leveraging the data from all other CrowdStrike customers to

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identify new advanced attacks that may be occurring in real time. We can then look at our entire data set to see if this activity has been seen anywhere else.

One of CrowdStrike's unique approaches compared to other endpoint security vendors is our threat intelligence team. This is a team of highly-skilled security individuals proactively monitoring high-profile adversaries to generate in-depth technical analysis that provide organizations with unprecedented insight of the adversary's tools, tactics, and procedures (TTP's). Breaking the vicious cycle of Whack-a-Mole requires changing the approach we use in combating adversaries – we must train ourselves to think proactively. Most organizations are focused on playing defense – and defense by nature tends to be a response driven approach. Something bad happens and we do something about it – if we are there in time. Proactively looking at security requires intelligence – using intelligence to understand not only where the adversary is today but where he has been and what his objectives are. Understanding the adversaries intent will allow us to determine where he wants to be, and we can use this information in creative ways. To this end CrowdStrike focuses on incorporating intelligence collection and analysis into every aspect of our work, the more intelligence we have, the better we are positioned to defend our clients today and those we will have tomorrow.
Moreover, by going with our fully-managed offering, CrowdStrike's Falcon Complete is our turn-key endpoint protection program which uniquely provides the people, process, and technology required to handle all aspects of endpoint security, from onboarding and configuration to maintenance, monitoring, incident handling and remediation 24/7/365.

Falcon Complete offers a robust end-to-end endpoint protection solution which provides you and your team the following services:

- On-boarding
- Proactive configuration management
- Prevention health checks
- Maintenance and operations
- Access to CrowdStrike security analysts
- Incident handling playbook
- Incident triage and handling
- Hands-on remote remediation

5.4 TAB E: Project Plan

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.
ePlus Response: The exact schedule will depend on the availability and urgency within your environment. The CrowdStrike Falcon Complete Team works with your internal team to get you started and assists your team throughout the deployment process. During this onboarding phase (typically one week), CrowdStrike helps you understand the prevention capabilities of the Falcon platform and tailors these security postures to best fit your business and security needs.

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Freeing your IT and security teams from daily, time-consuming endpoint security tasks: After initial implementation, the Falcon Complete Team administers the updates and maintenance of the Falcon solution, updating, monitoring and tuning Falcon to continuously enhance your security posture. The team also reviews, triages, prioritizes and resolves alerts generated by the Falcon platform and Falcon OverWatch. The team identifies whether an alert is a false positive or a true incident and responds accordingly.

Reducing risk with immediate remote remediation of incidents: When the Falcon Complete team detects an incident, it can remotely remediate it. By ensuring that all incidents are handled immediately, Falcon Complete drastically reduces the risks of a serious breach. In addition, the team assists with guidance and expertise to help your teams with any security concerns they might have.

Easy deployment: As part of the CrowdStrike platform, Falcon Complete requires only the installation of a small <35MB agent, without requiring management infrastructure or management consoles, making deployment easy and efficient. All communications are encrypted in transit and at rest. Standard bandwidth usage is roughly 1-5MB per day per endpoint.

Immediately operational: Falcon Complete can be deployed instantly for immediate time-to-value. As soon as it's installed, it hits the ground running, allowing the Falcon Complete team to monitor and protect your organization without requiring additional components, reboots, query writing, staging or complex configuration.

Almost zero impact on performance: Thanks to its cloud-native architecture, Falcon Complete causes almost no additional local resource impact on endpoints or the network.

WHAT FALCON COMPLETE DELIVERS

The CrowdStrike Services team performs the service, undertaking the following activities:

START PROJECT
Assess customer infrastructure, review Falcon deployment and configuration guides, establish the deployment schedule and checklist, test network connectivity, and review customer endpoint assets.

OPTIMIZE FALCON
Provide advice on the deployment of Falcon into your environment, monitor alerts, perform tuning and whitelisting, and advise on endpoint grouping configurations.

IMPLEMENT POLICIES
Review prevention policies and enable prevention modules within the Falcon platform.

TRANSFER KNOWLEDGE
Provide initial user training and knowledge transfer on the Falcon User Interface (up to 2 hours) and assist in the initial monitoring of the Falcon UI.

TIMESCALES
Timescales are defined by the customer and not by CrowdStrike. Because of CrowdStrike native cloud architecture, the only component deployed is a single lightweight falcon sensor and then everything is managed via a single management console. Timelines are only held up by customer change control processes and the phased rollout plan that customers define to deploy the sensor at a pace they are happy

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with in accordance to their own testing and acceptance criteria. The Operation Specialist will work with their customer throughout the process on the deliverables as described above.

WHAT FALCON ENTERPRISE DELIVERS

CrowdStrike Falcon® Endpoint Protection Enterprise sets the new standard in endpoint security with the first and only cloud-native security platform proven to stop breaches by unifying next-gen antivirus (NGAV), endpoint detection and response (EDR), managed threat hunting and integrated threat intelligence, in a single cloud-delivered agent.

Initial deployment of Falcon sensor to all endpoints for both offerings (Enterprise & Complete), requires deployment of the Falcon sensor with no reboot required, making this transparent for the users. This can be done through existing tools such as SCCM, JAMF etc. or simple scripting dependent on the environment or operating system. Once the initial sensor is installed, all subsequent updates of the sensor can happen automatically with no user impact, reboots, or administrator intervention.

Training is available through the CrowdStrike University online training portal. There is robust product documentation as well as access to our support portal with a comprehensive knowledge base that includes best practices and recommendation videos.

CrowdStrike offers various levels of support; from email communications, access to the support portal and standard troubleshooting or technical assistance; and a Technical Account

5.5 TAB F: Cost Proposal

Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.

ePlus Response: We are providing the city of Roseville with two options: (1) Falcon Enterprise which satisfies the components and requirements as stated on the RFP, and (2) Falcon Complete, our MDR solution that offers full management and monitoring of your endpoints as well as response and remediation to security incidences on your team's behalf. The cost proposal for the two options are as follows:

Falcon Enterprise Base Package:

Falcon Prevent (Next Gen AV)
Falcon Insight (Endpoint Detection and Response)
Falcon Overwatch (24 X 7 Human Threat Hunting)
Falcon X (Malware Sand-boxing and Analysis)
Falcon Device Control (USB Policy Management)
Falcon Firewall (Host-Based Firewall for Windows)
Express Support
CrowdStrike University

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Added Modules to Enterprise Bundle:
Falcon Spotlight (Vulnerability Management) - Add-On Module
Falcon Mobile - (Phone, IPAD)
Falcon Discover (IT Hygiene) - Add -On Module

Falcon Complete Base Package: (Managed by the Complete team)

Falcon Complete - Full Managed Detection and Response (Turn Key Solution)
Falcon Prevent (Next Gen AV)
Falcon Insight (Endpoint Detection and Response)
Falcon Overwatch (24 X 7 Human Threat Hunting)
Falcon Discover (IT Hygiene)
Express Support
CrowdStrike University

Additional Modules to Complete:
Falcon Device Control (USB Policy Management) - Managed by City of Roseville
Falcon Spotlight (Vulnerability Management) - Managed by City of Roseville
Falcon Mobile - (Phone, IPAD) - Managed by City of Roseville

The exact schedule will depend on the availability and urgency within your environment. The ePlus team works alongside the CrowdStrike Team with your internal team to get you started and assists your team throughout the deployment process. During this onboarding phase (typically one week), CrowdStrike helps you understand the prevention capabilities of the Falcon platform and tailors these security postures to best fit your business and security needs.

Freeing your IT and security teams from daily, time-consuming endpoint security tasks: After initial implementation, the Falcon Complete Team administers the updates and maintenance of the Falcon solution, updating, monitoring and tuning Falcon to continuously enhance your security posture. The team also reviews, triages, prioritizes and resolves alerts generated by the Falcon platform and Falcon OverWatch. The team identifies whether an alert is a false positive or a true incident and responds accordingly.

Reducing risk with immediate remote remediation of incidents: When the Falcon Complete team detects an incident, it can remotely remediate it. By ensuring that all incidents are handled immediately, Falcon Complete drastically reduces the risks of a serious breach. In addition, the team assists with guidance and expertise to help your teams with any security concerns they might have.

Easy deployment: As part of the CrowdStrike platform, Falcon Complete requires only the installation of a small <35MB agent, without requiring management infrastructure or management consoles, making deployment easy and efficient. All communications are encrypted in transit and at rest. Standard bandwidth usage is roughly 1-5MB per day per endpoint.

Immediately operational: Falcon Complete can be deployed instantly for immediate time-to-value. As soon as it's installed, it hits the ground running, allowing the Falcon Complete team to monitor and protect your organization without requiring additional components, reboots, query writing, staging or complex configuration.

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Almost zero impact on performance: Thanks to its cloud-native architecture, Falcon Complete causes almost no additional local resource impact on endpoints or the network.

5.6 TAB G: Required Statements/Documents

Include statements of assurance regarding the following requirements in the proposal:

- Non-substitution for the designated members of the team without approval by City staff **(Section 5.0)**

ePlus Response: ePlus agrees to Non-substitution for the designated members of the team without approval by City staff.

- The absence of a conflict of interest **(Section 10.4)**

ePlus Response: ePlus affirms no known conflicts of interest.

- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract **(Section 10.7)**. (Please note that actual certificates of insurance are not required as part of your submittal.)

ePlus Response: ePlus affirms ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract

- A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.23**)

ePlus Response: Nothing contained in the submitted proposal is proprietary

Submit the following documents with proposal:

- Proof of registration with California Secretary of State

ePlus Response: Please see **Attachment 3 – CA_Secretary of State_Statement of Information.**

- Executed copy of Proposer's Certification (**Attachment B**)

ePlus Response: Please see **Attachment B.**

- Executed copy of Non-collusion Declaration (**Attachment D)**

ePlus Response: Please see Attachment D.

5.7 TAB H: Exceptions

Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment C**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

ePlus Response: ePlus Technology, inc. ("ePlus") agrees in principle with many of the terms and conditions contained in the bid documents. ePlus is submitting its response on the understanding and with the expectation that the City of Roseville (the "City") and ePlus will have the opportunity to work together to create a mutually acceptable contract, supplementing the terms and conditions in the bid as appropriate. Specifically, ePlus' capacity in this bid is solely as a reseller and we are required to pass through certain terms and conditions from the manufacturer as well as any software / end user licenses. ePlus believes CrowdStrike is able to satisfy the requirements as stated in the city's RFP.

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Please note, certain modules are not included in the initial cost proposals due to additional information needed. The modules which are not included on the quote but are mentioned in the security questionnaire are as follows:

- Falcon Humio (Log Management platform)
- Falcon Horizon & Cloud Workload Protection (CrowdStrike's Cloud security offerings)
- Identity Threat Protection (CrowdStrike's solution to prevent identity-based attacks)

Additional information and pricing for these modules are available upon request from the City.

Due to confidentiality reasons, certain non-public information cannot be shared until the execution of a mutual non-disclosure agreement between CrowdStrike and the City of Roseville. Once the MNDA is established, we can disclose the information to provide better context on our responses to this RFP.

ePlus also takes exception to the following:

- RFP § 3.1 Multiyear Agreements - ePlus is committed to the pricing offered in its response to the City for the initial term. The City acknowledges that ePlus is a reseller of products and Services manufactured and supplied by third parties and that such third parties determine the prices and discounts offered to resale partners. Beyond the initial term, ePlus reserves the right to adjust pricing based on manufacturer changes in list prices and/or discounts on an annual basis. Any price increases shall be made on a pass-through basis only.

- Add the following to Contract Terms and Conditions § 5.
  Notwithstanding the foregoing, the City acknowledges that ePlus is a reseller and ePlus is providing license and or maintenance renewal provided by the manufacturer. ePlus cannot enforce any early termination of such plans without manufacturer approval / consent. ePlus will work with the manufacturer at the time of the request but cannot meet this provision without such consent. Once a license or maintenance plan is purchased it is valid for the term provided.

- Add the following to Contract Terms and Conditions § 7.
  The City acknowledges that ePlus is a reseller of IT hardware, software, maintenance and support and other third party products and services (collectively, "Products") and not the manufacturer or licensor. ePlus or its supplier will pass through to the City any and all applicable hardware or software product warranties of the manufacturer, as ePlus does not provide warranties on Products which it does not manufacture, whether with respect to its design, performance, specifications, functionality or compatibility with the City's system. ePlus will not be liable for any damage, loss, cost or expense for breach of warranty. As ePlus has no control over the manufacturing of the Products sold herein, it cannot and does not indemnify the City for claims by third parties that products infringe any patent, copyright, trademark or trade secret.

- Add the following provision to the Contract Terms and Conditions.
  Should the City decide to finance its purchase of the Endpoint Detection and Response services over a three-year term (with three (3) annual payments due in advance), the City agrees and acknowledges that the terms and conditions of the ePlus Group Installation Payment Agreement and Opinion Letter (Samples attached) are hereby accepted and incorporated into this Services Agreement, made a part hereof and take precedence over any City Contract Purchase Agreement and any other terms that may apply.

- Add the following to Contract Terms and Conditions § 10(i), Liability/Remedies

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NOTWITHSTANDING ANYTHING TO THE CONTRARY, EACH PARTY'S AGGREGATE LIABILITY HEREUNDER, IF ANY, SHALL NOT EXCEED TWO MILLION ($2,000,000) USD. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT TO SELL PRODUCT TO THE CITY OR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY THE CITY TO THIRD PARTIES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- Add the following to the beginning of Attachment E, Privacy and Data Security Requirements, second bullet of Data Privacy section: "If applicable,".

5.8 TAB I: Competency of Proposers

The City wants to ensure that the successful Consultants has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the Consultant has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to insure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable.

ePlus Response: CrowdStrike's knowledge, there are no pending suits or proceedings against CrowdStrike, that, if determined against CrowdStrike, would adversely affect the consummation of the transaction or CrowdStrike's performance as contemplated.

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Attachment A – Questionnaire

Vendor	
Vendor/Proposer Name (List Reseller or Manufacturer if applicable)	Reseller: ePlus Technology Manufacturer: CrowdStrike, Inc.
Indicate the number of years your company has been in business.	ePlus was established in 1990 CrowdStrike was established in 2011 (11 years)
How many employees does your company have, and how many of them are aligned to the Endpoint Detection and Response (EDR) business unit/product?	ePlus has over 1500 employees. CrowdStrike is a global company with more than 5000 employees at various remote offices. With over half of our employees dedicated to Engineering/R&D, Operations and Customer Support
Indicate the number of deployments in production.	Millions of endpoints across 180 countries.
Where is your company headquartered? Does your company have a presence in North America (NA)?	ePlus is headquartered in Herndon, VA. (we also have an office in Roseville, CA). CrowdStrike is headquartered in Austin, Texas USA
Indicate the number of partners your company has.	ePlus is a global company and have partners throughout IT landscape. Partners list can be found here, but also extends past the number of partners on this list: https://www.eplus.com/partners CrowdStrike is a global company and have developed relationships with various partners. Please refer to this link for list of partners: https://www.crowdstrike.com/crowdstrike-elevate-partner-program/

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Indicate the licensing model(s) for your (EDR) (i.e., perpetual, term/subscription, or other model).	For all components that contain endpoint specific functionality, Falcon is licensed on a subscription basis per endpoint. The CrowdStrike Falcon platform is a subscription-based (SaaS) model based on the total number of endpoints and licensed on annual or multi-year agreements.
Architecture	
Describe the components that compose your product's architecture, and indicate how each component is packaged — software, appliance, virtual appliance, as a service and/or hosted/cloud.	CrowdStrike maintains internal documentation and diagrams regarding our product architecture. We do not share these diagrams with our customers, as we consider our architecture to be highly confidential, trade-secret information. However, we can provide a high level cloud architecture diagram once the CrowdStrike NDA has been signed. Our lightweight sensor is packaged as a .exe for Windows, .rpm for Linux, and .pkg for MacOS.
Describe how the (EDR) architecture "scales" in larger deployments.	Falcon is a proven cloud-based platform enabling customers to scale seamlessly and with no performance impact across large environments. The platform's "frictionless" deployment has been successfully verified across enterprise environments containing over 100,000 endpoints. The CrowdStrike agent can be deployed with common deployment tools including SCCM, intune, JAMF, and others for a seamless rollout of the sensor to numerous assets. You can also build the agent into gold images or templates for cloud systems to ensure new hosts are protected from the beginning regardless of deployment size.
Describe how the (EDR) architecture supports deployment in highly distributed environments.	The Falcon sensor was designed for the next generation of remote workers with a cloud focus in mind. This equates to being able to protect highly distributed environments while being able to access the dashboard to manage these endpoints from a centralized cloud-based location.

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Describe how your (EDR) functions are integrated with other solutions that you provide as well as with other third- party technologies.	The Falcon platform has been built with a focus on a modular design that allows us to keep endpoint module functionalities all within the same efficient, lightweight sensor deployed to each protected asset (endpoint). We offer integration with other third party technologies, including via the use of different API connectors, such as for connecting to SIEMs and network-based firewalls.
Does your (EDR) solution work with other log management solutions such as Security Information and Event Management (SIEM)? If yes, describe which log management solutions you have certified to work with you.	Yes, Falcon offers two points of integration with SIEM solutions: Customers can import IOCs (Indicator of Compromise) from their SIEM into the Falcon Platform, using an API. Or customers can forward CrowdStrike Falcon events to their SIEM using the Falcon SIEM Connector. The Falcon SIEM Connector enables integration with most SIEM offerings, such as HP ArcSight, IBM QRadar, and Splunk. The Falcon platform also has integrations with CrowdStrike's own log management solution known as Humio. Additionally, the Falcon Streaming API is available to customers who wish to build their own custom integration.
Does your (EDR) solution support north bound/inbound Application Programming Interfaces (APIs)? Examples are ability to connect, via (API), to cloud systems such as Microsoft Office365 and other SaaS applications to search and/or extract data. This process will provide security events detection and response capability outside the standard endpoint or agent deployment.	CrowdStrike is an API-first company and Falcon Connect provides bi-directional APIs, resources and tools needed by customers and partners to develop, integrate and extend the use of the Falcon Platform itself, and to provide interoperability with other security platforms and tools.
General	

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Does the proposed solution offer endpoint firewall, application control, configuration guidance, or patch management to improve hardening of endpoints?	Aside from our Next Gen AntiVirus and EDR modules, which include configuration guidance via our zero trust assessment tool, we also offer additional modules, including our host-based firewall management module for managing each of the endpoint's host-based firewall from the same centralized cloud based dashboard (Falcon Firewall management is part of our enterprise bundle and can also be added to our Falcon Complete offering if needed). We also offer a vulnerability management tool (Falcon Spotlight) which will provide configuration guidance based on your current list of CVEs found within the environment with the ability to quickly patch some Windows updates directly from the Falcon UI. As part of the service, the Falcon Complete team will also provide configuration guidance of the host policies for recommended best practices and to improve hardening of endpoints.
Does the proposed solution offer an on-premise management console?	CrowdStrike Falcon is a 100 percent cloud-based solution, offering Security as a Service (SaaS) to customers. Falcon requires no servers or controllers to be installed, freeing you from the cost and hassle of managing, maintaining and updating on-premises software or equipment. The solution is managed via the cloud based console while still providing full protection to endpoints that are not always connected to the cloud.
For Cloud/SaaS solutions, does the proposed solution offer a FedRAMP-certified cloud in the U.S.?	CrowdStrike Falcon on GovCloud is authorized under Federal Risk and Authorization Management Program (FedRAMP). CrowdStrike's Authorization to Operate (ATO) at the Moderate Impact Level from the U. S. Department of Commerce's International Trade Administration (ITA) supports the federal government's efforts to modernize IT and streamline operations with cloud computing, by addressing the need for comprehensive endpoint protection delivered via the cloud.

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How do you guarantee that the City data collected by the agents and the proposed solution components stay within the U.S.? What other data privacy, technical, physical, and administrative safeguards measures are applied to our data?	CrowdStrike recognizes that organizations must meet a wide range of compliance and policy requirements. In order to meet the needs of all types of organizations, CrowdStrike offers customers multiple data residency options including the GovCloud for SLED customers. All data sent from the CrowdStrike Falcon sensor is tagged with unique, anonymous identifier values. Data and identifiers are always stored separately. Once in our cloud, the data is heavily protected with strict data privacy and access control policies. All data access within the system is managed through constrained APIs that require a customer-specific token to access only that customer's data. Our analysis engines act on the raw event data, and only leverage the anonymized identifier values for clustering of results. To address this, GovCloud adheres to FedRAMP moderate controls in which all your data is housed in US-based servers and personnel handling your data are CrowdStrike employees that are based in the US.
For Cloud/SaaS solutions, does the proposed solution offer a FedRAMP-certified cloud in the U.S.?	CrowdStrike Falcon on GovCloud is authorized under Federal Risk and Authorization Management Program (FedRAMP). CrowdStrike's Authorization to Operate (ATO) at the Moderate Impact Level from the U. S. Department of Commerce's International Trade Administration (ITA) supports the federal government's efforts to modernize IT and streamline operations with cloud computing, by addressing the need for comprehensive endpoint protection delivered via the cloud.

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How you guarantee that the City data collected by the agents and the proposed solution components stay within the U.S.? What other data privacy, technical, physical, and administrative safeguards measures are applied to our data?	Yes, CrowdStrike recognizes that organizations must meet a wide range of compliance and policy requirements. In order to meet the needs of all types of organizations, CrowdStrike offers customers multiple data residency options including the GovCloud for SLED customers. All data sent from the CrowdStrike Falcon sensor is tagged with unique, anonymous identifier values. Data and identifiers are always stored separately. Once in our cloud, the data is heavily protected with strict data privacy and access control policies. All data access within the system is managed through constrained APIs that require a customer-specific token to access only that customer's data. Our analysis engines act on the raw event data, and only leverage the anonymized identifier values for clustering of results.

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Does the solution provide a dashboard or other means to provide information about our IT environment? If so, does it give the security and operations staff useful information to support day-to-day work?	The CrowdStrike Falcon platform is designed to maximize customer visibility into real-time and historical endpoint security events by gathering the event data needed to identify, understand and respond to attacks . This default set of system events focused on process execution is continually monitored for suspicious activity. When such activity is detected, additional data collection is initiated to better understand the situation and enable a timely response to the event, as needed or desired. Note that the specific data collected changes as Falcon Insight advances its capabilities in response to changes in the threat landscape. Information related to activity on the endpoint is gathered via the Falcon agent and made available to the customer via the secure Falcon web management console. This requirement is also answered by Falcon Discover which is Crowdstrike's Security IT Hygiene tool. It provides insights into the IT environment including application inventory and management allowing to see what applications and which versions are running in your environment, and be able to pinpoint suspicious applications that pose a threat to your organization. It also provides insights into asset Inventory allowing you to see all the devices on your network, including whether they are protected by the CrowdStrike Falcon platform. It allows for drilling down into which assets are managed, unmanaged, or unsupported by the Falcon agent to identify blind spots in your security architecture. Lastly, Discover provides account monitoring to ensure visibility into all the users active in your network, their admin privileges, logon history, and password update information.
What is your false positive rate? How do you reduce it?	A Fall 2021 study from AV Comparatives showed CrowdStrike had under 0.5% false positive rate during its September 2021 Malware Protection Test. The Falcon dashboard allows you to reduce false positives by whitelisting IOCs and create different machine learning and IOA exclusions. Link provided below. https://www.av-comparatives.org/tests/business-security-test-2021-august-november/

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What is your true positive detection rate?	Falcon achieved a 99.7% protection rate in the two-month AV-Comparatives Real-World Protection Test (August-September 2021), which evaluated 19 enterprise endpoint security solutions and performed 375 test cases. https://www.av-comparatives.org/tests/business-security-test-2021-august-november/
How effective is your solution against binaries you've never seen before?	For unknown and zero-day threats, Falcon applies IOA detection, using machine learning techniques to build predictive models that can detect never-before-seen malicious activities with high accuracy. Driven by the CrowdStrike Threat Graph data model, this IOA analysis recognizes behavioral patterns to detect new attacks, whether they use malware or not. The range and capability of Falcon's detection techniques far surpass other security solutions on the market, particularly with regard to unknown and previously undetectable emerging threats.
How often and easy is it to update your solution's knowledge base to the latest known exploits and activities?	The Falcon Agent update is automated through policy and CrowdStrike. After setting an update policy, updating an agent takes no effort on the part of the users. Allowing the agent to be updated automatically and regularly introduces new detection capabilities and feature enhancements.
Describe the solution's search capabilities. In the event of an incident, or in the course or regular business, how can the data gathered by the proposed solution's endpoints be displayed to show valuable real time information quicky?	CrowdStrike Falcon is used extensively for incident response. Falcon Insight provides remote visibility across endpoints throughout the environment, enabling instant access to the "who, what, when, where, and how" of an attack. In addition, Insight empowers responders with the ability to respond to and remediate threats in real time, reducing exposure and time-to-recover. The cloud-based architecture of Falcon Insight significantly speeds up incident response and remediation, enabling security teams to access forensic information, even if the endpoint is destroyed. The Falcon Complete team will handle the IR process including the need to triage and investigate the different detections and incidents that are seen by the CrowdStrike Sensor. The Falcon OverWatch team will investigate suspicious hands-on keyboard activity and relay the necessary threat hunting information to the Falcon Complete team to ensure complete endpoint protection in the event of an incident.

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What additional performance or network overhead on the endpoint does the solution agent introduce?	The Falcon sensor's design makes it extremely lightweight (consuming 1-3% CPU and .45Kbps of network traffic on average) and unobtrusive: there's no host-based UI, no pop-ups, no reboots, and all updates are performed silently and automatically.
What is the proposed solution strategy to detect intrusions that do not use malware?	Falcon Prevent provides next generation antivirus (NGAV) capabilities, delivering comprehensive and proven protection to defend your organization against both malware and malware-free attacks. Incorporating exploit blocking and advanced Indicator of Attack (IOA) behavioral techniques to prevent malware-free (or file-less) attack types. Threat Intelligence is a fundamental pillar of CrowdStrike's security strategy. CrowdStrike's Global Intelligence team tracks over 170 adversary groups with focus on nation-states, eCrime syndicates and hacktivist groups. CrowdStrike collects and gathers intelligence from multiple sources - firstly, from CrowdStrike's own intelligence; secondly, intelligence gathered from TTPs from network intrusions seen globally across the Falcon platform and thirdly from third parties. Traditional security vendors classify Threat Intelligence as a large collection of IP addresses or malware hashes. This is merely a fraction of the facets of Intelligence offered, collected and organized by CrowdStrike. The Intelligence collected by CrowdStrike actively looks to profile adversarial groups to the cyber kill-chain and both file-less detections and malware analysis is leveraging IOAs to map observed TTP across the MITRE ATT&CK framework. Falcon OverWatch is a 24x7 proactive Threat Hunting service that focuses on detecting unknown threats through the discovery of malicious artefacts or detection methods not accounted for in automated, passive monitoring. Falcon OverWatch's elite team of dedicated threat hunters proactively hunts for threats that have bypassed traditional security controls, by combing through the rich global telemetry data collected by Falcon Insight (EDR) . When such threats or incidents are discovered, OverWatch will alert the customer, provide a detailed analysis with investigation results and recommended a course of actions for customers to action. An example of this is when an adversary already has legitimate user credentials and is conducting malicious hands-on-keyboard interactive activity, masquerading as a legitimate administrator. These types of investigations require pro-active hunting to understand why this administrator looks different to other common

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	administrative actions and investigate the scope of the incident once identified. Additional information on Falcon Overwatch can be found at the following links: https://www.CrowdStrike.com/endpoint-security-products/falcon-overwatch-threat-hunting/ https://www.CrowdStrike.com/endpoint-security-products/falcon-overwatch-threat-hunting/CrowdStrike-falcon-overwatch-FAQ/
What technologies or methods (AI, ML, or etc) are used to detect threats and / or malicious activity?	For known threats, Falcon provides cloud-based antivirus and IOC detection capabilities. For unknown and zero-day threats, Falcon applies IOA (indicators-of-attack) detection, using machine learning techniques to build predictive models that can detect never-before-seen malicious activities with high accuracy. Driven by the CrowdStrike Threat Graph data model, this IOA analysis recognizes behavioral patterns to detect new attacks, whether they use malware or not. The range and capability of Falcon's detection techniques far surpass other security solutions on the market, particularly with regard to unknown and previously undetectable emerging threats. We also have our Falcon OverWatch Team, our human threat detection engine that operates as an extension of your team, hunting relentlessly to see and stop the most sophisticated hidden threats.
Administration	
Describe support for centralized administration in a geographically dispersed deployment.	The cloud-based Falcon Console can be accessed anywhere via the use of a Chrome browser allowing for central administration over a geographically dispersed deployment.

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Describe features that support risk management, compliance checks, and audits.	CrowdStrike Zero Trust Assessment (ZTA) provides real-time security assessments for endpoints. A feature within Falcon Insight, customers can view the overall health of an endpoint with a single metric. Administrators easily drill down to view Falcon sensor and OS configuration settings on specific endpoints along with recommendations to improve security posture. CrowdStrike's Horizon module (add-on) is our Cloud Security Posture Management (CSPM) that detects and prevents misconfigurations and control plane threats, eliminates blind spots, and ensures compliance, across AWS, Azure, and Google Cloud. It allows users to continuously monitor the compliance of all of their cloud resources and avoid costly fines from a single console for regulations including PCI, NIST and more. Several audit reports exist within the Falcon UI and included in the Streaming API, which is used to consume detection and audit data in your SIEM/Log management tool. Falcon UI Audit reports include: Falcon UI Audit Report, API Audit Trail, Prevention Policy Audit Trail, Prevention Policy Debug, Prevention Hashes ignored, Sensor Visibility Exclusions Audit, and Machine Learning Prevention Monitoring. Falcon Complete starts with the CrowdStrike team of experts that work with you to identify the appropriate security posture for your organization. This assessment is then translated into an agreed-upon security strategy that is implemented by the Falcon Complete team.
Describe support for role-based access and delegated administration.	CrowdStrike Falcon provides granular RBAC capabilities across every module in the platform. Each module has roles pre-defined, which can be assigned to any user. A user can have more than one role as required to provide least privilege and separation of duties while maintaining the right level of access rights.
Do you provide integration with Active Directory or other repositories for role and resource groupings?	CrowdStrike Falcon Policies are assigned to endpoints via host-based groups (Dynamic and Static). Dynamic groups are defined by attributes of hosts, including Active Directory OU, Local IP/CIDR, External IP/CIDR, OS version, Site Name, Tag, Type or Hostname prefix/suffix.
Does the administration portal have Multifactor Authentication (MFA) capabilities?	The Falcon console requires MFA via an RFC 6238 compliant time based one-time password client including solutions such as Google Authenticator, Duo, 1Password, and more.

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Describe product support asset grouping? What are examples of capabilities?	CrowdStrike Falcon Policies are assigned to endpoints via host-based groups (Dynamic and Static). Dynamic groups are defined by attributes of hosts, including Active Directory OU, Local IP/CIDR, External IP/CIDR, OS version, Site Name, Tag, Type or Hostname prefix/suffix. When a host matches the assignment rule for a dynamic group, the host is automatically added to the group. When a host no longer matches the assignment rule for the group, it's automatically removed. Static host groups are defined manually. Static groups are useful for hosts in static environments, such as QA or testing, or for when dynamic group filters are insufficient.
Ease of Deployment	
Describe features that simplify deployment and support for security event management.	To simplify deployment, CrowdStrike agent can be deployed with common deployment tools including SCCM, intune, JAMF, and others for a seamless rollout of the sensor to numerous assets. You can also build the agent into gold images or templates for cloud systems to ensure new hosts are protected from the beginning regardless of deployment size. Falcon Insight is an intelligent EDR solution that can automatically detect incidents without requiring any fine-tuning or configuration prior to being fully operational. It achieves that by combining full endpoint visibility with IOA behavioral analytics to analyze events in real time and automatically detect traces of suspicious behavior, giving it the ability to pinpoint attacker activities that might otherwise go unnoticed. Thanks to IOAs, it’s no longer necessary for security teams to figure out what to look for and then build their own searches.

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Describe features that simplify (EDR) expansion and maintenance, such as reusable components and templates.	Although Falcon Insight does not require configuration or fine-tuning, it also offers users the ability to write their own custom and scheduled EDR searches, going back up to 90 days. This is useful for security teams that want to proactively hunt for threats in their environments and consistently perform the same type of EDR searches.
Does your firm deliver services for (EDR) deployment and configuration?	ePlus can deliver deployment and configuration for Crowdstrike. We have done this for many clints in the past. Additionally, Falcon Complete helps customers with implementation including sensor configuration and policy tuning. This includes ensuring all assets are properly grouped, sorted and protected. Falcon Complete will also assist with verifying the most current Falcon agent is installed and running with the recommended best-practice policies enabled to deliver a high level of protection.
What is the number of professional service days typically used when customers engage those services?	The number of days depends on many factors but can be done quickly if everything is ready for deployment. ePlus can help scope this out for you.
Cloud Environments	
List and detail which cloud services (Salesforce, Amazon Web Services S3 and CloudTrail, Microsoft Azure/Office 365, Google, ServiceNow, etc.) that your (EDR) is able to natively connect to via their (APIs)s, or other means.	CrowdStrike has native API integrations with cloud services such as ServiceNow, VirusTotal, Microsoft Teams, and more. Our Falcon CWP (Cloud Workload Protection) Module (add-on module; see exceptions) provides comprehensive breach protection for workloads, containers, and Kubernetes running within your AWS, Azure, and GCP environments enabling organizations to build, run, and secure cloud-native applications with speed and confidence. CWP protects immediately and matches the speed of DevOps, adapting to the dynamic scalability of containers in real time with CI/CD integration via API and pre-boot scripts. Falcon Horizon (add-on module; see exceptions) is CrowdStrike's Cloud security posture management solution that detects and prevents misconfigurations and control plane threats, eliminates blind spots, and ensures compliance, across AWS, Azure, and Google Cloud.

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How do you add support, including telemetry, for new cloud services or other systems that can only be monitored via (APIs)s (versus endpoint or have agents deployed)?	Falcon Cloud Workload Protection (add-on module; see exceptions) provides complete visibility into workload and container events and instance metadata enabling faster and more accurate detection, response, threat hunting and investigation, to ensure that nothing goes unseen in your cloud environment.
Describe information capture capabilities, and include a general description of available methods (system log, agent, (API) and/or other).	Falcon Horizon (add-on module; see exceptions) delivers continuous agentless discovery and visibility of cloud-native assets from the host to the cloud, providing valuable context and insights into the overall security posture and the actions required to prevent potential security incidents via API Calls.
Describe support for resiliency of data collection during connection loss, etc.	Data is cached on the local or cloud endpoint running the falcon sensor that can be re-synced with the CrowdStrike Cloud in case of a temporary loss connection.
Describe capabilities and user interfaces to collect and parse event and nonevent data from sources not formally supported.	CrowdStrike intends to release additional parsers over and above those already in existence. With an un-supported log source, a parser must be created by the customer. Customers may ask CrowdStrike Sales Engineers to create feature requests for parsers.
Log and Data Management	
Describe the data management and storage tier of your (EDR), including raw data, unstructured data, parsed/enriched data and event/incident data.	Information related to activity on the endpoint is gathered via the Falcon sensor and made available to the customer via the secure Falcon web management console. All data sent from the CrowdStrike Falcon sensor is tagged with unique, anonymous identifier values. Data and identifiers are always stored separately. Once in our cloud, the data is heavily protected with strict data privacy and access control policies. All data access within the system is managed through constrained APIs that require a customer-specific token to access only that customer's data. Our analysis engines act on the raw event data, and only leverage the anonymized identifier values for clustering of results.

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Describe support for data archiving and restoration of event data, archive policy options, and support for automation.	CrowdStrike's Humio (add-on module; see exceptions) is a purpose-built, modern log aggregation, storage, and analysis tool. It ingests and aggregates log data or records of every activity that occurs in a company's applications, desktops, servers, and devices. Humio enables the option to use cloud-based bucket storage for persistent data, removing the boundaries between live data and archived data Search retained data, even from years ago, and achieve results in seconds without re-ingesting.
Does your (EDR) provide support for encryption of stored data? If so, explain.	Local encryption of stored EDR data occurs in compliance with SOC2 and other compliance covenants.
Describe any protection against loss of logs during collection (i.e., storing and forwarding onto collectors, etc.).	No log collection is done, just process-level execution information collected 24x7 through the Falcon Endpoint Sensor to the Falcon Cloud Platform.
Security Event Management (SEM)	
Describe any user session tracking capabilities (automatically mapping user - device relationships, who is using super user/admin accounts, etc.).	In the initial training stage, which typically takes around two weeks, Falcon Identity Protection (add-on module; see exceptions) learns the behavior of every user, including when and where they log in, their role in the organization (including if the user has admin permissions or if the account is a service account), the systems they access, the computers they use, the strength of their passwords, and other relevant info.
Indicate support for other real- time event analysis methods, such as profiling, anomaly detection or statistical correlation.	Falcon Identity Protection (add-on module; see exceptions) builds baselines of individual user behavior to identify anomalies that might indicate attacks or unauthorized access attempts. Baselines are built from data gathered by the Falcon Identity Protection detection engine and from third-party solutions such as cloud SSO, and other sources.
Can users add/edit correlation rules via a (GUI)/Wizard?	Customers can create custom correlation rules through our customer Indicators of Attack rules in the Falcon Platform. Separately with Falcon Identity Protection(add-on module; see exceptions), users can use different methods of allow listing different behavior that may be initially found to be malicious which will adjust the correlation as it adjusts the expected baseline for that user.

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Does the (EDR) keep "risk scores" for users and other entities?	Falcon Identity Protection Risk Score (add-on module; see exceptions)is a dynamic computation resulting from the activities and the behavior of a user or computer account. It is based on all account information available, and, to a large extent, represents the likelihood of the account being successfully breached by a malicious attacker or of an insider going rogue. CrowdStrike Zero Trust Assessment (ZTA) provides real-time security assessments for endpoints. A feature within Falcon Insight, customers can view the overall health of an endpoint with a single metric. Administrators easily drill down to view Falcon sensor and OS configuration settings on specific endpoints along with recommendations to improve security posture.
Incident Response and Management	
Describe any native support for incident response (IR) management and what capabilities the (EDR) provides to aid in the (IR) workflow.	Real Time Response is a feature of CrowdStrike Falcon Insight which provides customers a set of built-in commands to execute against systems during a security investigation. It empowers incident responders with deep access to systems across the distributed enterprise. It provides the enhanced visibility necessary to fully understand emerging threats and the power to directly remediate. This helps to dramatically reduce the time needed to respond to attacks and the likelihood of an attack becoming a costly breach. It does all this with zero impact on performance while leveraging existing sensors and cloud infrastructure. CrowdStrike provides ongoing threat hunting and analysis across the attack lifecycle as standard service. CrowdStrike, via the Complete MDR services, provides pre-approved remediation actions on pre-approved hosts so CrowdStrike can also eradicate the threat, where allowed.

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Describe security orchestration capabilities, especially where automation is used. Describe how automation is used, e.g., context enrichment for an alert, initiating response capabilities with other security controls via integrations.	Within our core platform, our Falcon Fusion feature is a unified and extensible SOAR framework, integrated with Falcon Endpoint and Cloud Protection solutions, to orchestrate and automate any complex workflows. Fusion leverages the power of the Security Cloud and relevant contextual insights across endpoints, identities, workloads, in addition to telemetry from partner applications to ensure effective workflow automation. Falcon Fusion allows for building consistent and customizable workflows for faster active response. It leverages easy-to-use automation of workflows to reduce the need to switch between different security tools and tasks, freeing up time for more business critical tasks. Ultimately resulting in speeding up incident triaging and incident response by configuring custom actions and notifications based on contextual insights from different sources.

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Specify the type(s) of incident response services the solution provides, and to what extent (i.e., remote or on-site via a retainer, and/or containment).	Falcon Complete is CrowdStrike fully managed MDR (Managed Detection and Response) team which provides the technology platform, actionable intelligence and skilled expertise required to fully handle endpoint, cloud workload and identity security from beginning to end. The Falcon Complete Team works with you to identify your security requirements and operationalizes them using the CrowdStrike Falcon platform. Once your strategic security objectives have been identified, CrowdStrike's skilled team of experts gets to work implementing the Falcon platform in your environment. The team then manages, monitors, and responds to threats impacting your organization, 24 hours a day, 365 days a year.

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Describe any (EDR) capabilities to support proactive threat hunting and investigation.	The Falcon Insight cloud architecture enables proactive threat hunting at an unprecedented scale which increases an organization's protection against attackers and plays a critical role in early detection of attacks and adversaries. Falcon Insight allows security teams to hunt across data collected within the environment, returning query results within seconds and easily pivoting from one clue to the next. Falcon Insight provides security analysts with a fast and easy way to investigate and hunt telemetry data. Falcon generates hundreds of event types such as process executions, file operations, network operations, DNS requests, identity related operations and more. This data is then sent to the cloud from the Falcon sensors in real time. Falcon alerts security analysts when the sensor triggers a detection or when the data in the cloud triggers a detection. This results in users being able to use the Falcon data proactively or reactively to support their security operations.
Describe integration of (EDR) with solutions for automated remediation and mitigation (e.g., security operations automation, patch or configuration management tools).	There is native support for Falcon Fusion, which is CrowdStrike's SOAR tool and Falcon Spotlight for vulnerability management and remediation. The CrowdStrike store offers users the ability to quickly integrate with compatible security automation partners such as Tines and Simplify.
Reporting Capabilities	
Can samples of reports be provided? In addition, provide a general description of report types.	Monthly metrics from the Falcon Complete Team can be provided to show Time to Triage/Respond and all of the incidents/requests handled month over month. This helps with proactive response/posture. A monthly metric report from the Falcon Complete team can be provided with a signed MNDA in place. There are additional reports that can be generated (in both Enterprise and Falcon Complete), including schedule reports which can be tailored to your requirements. You can select from host based data or data created from one of the dashboards found within the Falcon console, which can be customized to express available data from different modules.

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Can users modify the format, content, and timeframe of predefined reports?	Users can modify the format (JSON or CSV), content (customizable host data or dashboard data found from one of the available modules within the environment), and timeframe of pre-defined reports.
Can users create new reports via wizard/report writer?	There is a scheduled reports page where users can create new and customized reports via a reports creation wizard.
Can users create new reports or dashboards from ad hoc queries?	Users have the option to schedule new reports from ad hoc queries.
Advanced Analytics	
Does the (EDR) have an integrated (UEBA) capability? If so, describe included user and entity behavior analytics (UEBA) capabilities (e.g., profiling, anomaly detection, prebuilt analytics, prebuilt use cases, risk rating, etc.).	Falcon Identity Protection (add-on module; see exceptions) builds user behavioral profiles that can help identify anomalous user behavior. In the initial training stage, which typically takes around two weeks, Falcon Identity Protection learns the behavior of every user, including when and where they log in, their role in the organization, the systems they access, the computers they use, the strength of their passwords, and other relevant info. For each user, a profile is created and a risk score is assigned.

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Does the (EDR) have an integrated (UEBA) capability? If so, explain.	Falcon Identity Protection (add-on module; see exceptions) builds user behavioral profiles that can help identify anomalous user behavior. In the initial training stage, which typically takes around two weeks, Falcon Identity Protection learns the behavior of every user, including when and where they log in, their role in the organization, the systems they access, the computers they use, the strength of their passwords, and other relevant info. For each user, a profile is created and a risk score is assigned.
Does the (EDR) support the analysis of historical data (online or offline)? If so, describe the algorithms and methods to analyze data over 180-365 days.	Detection and process-related details which can be searched via the EDR module are stored for 90 days. Additionally, the data can be pushed to CrowdStrike's Humio Log Management (add-on module; see exceptions) solution for longer retention lengths, or can be integrated with a third party SIEM or log management solution via our APIs.
Does the (EDR) support predictive or forecasting analytical capabilities?	Falcon Insight uses SPL (Security Protocol Language) to interrogate telemetry. Operators can leverage this language to craft custom queries and reports to establish baselines and commonalities, enabling threat hunting across statistical models.
Business Context and Security Intelligence	

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Describe how the (EDR) solution utilizes contextual data from security assessment technologies.	Zero Trust Assessment (ZTA), which is included in our Falcon Insight Module, monitors OS settings and sensor settings of hosts within your organization. This granular assessment of eligible hosts is used to produce a score that uniquely represents the security posture of each host. Use the Zero Trust Assessment dashboard to view a holistic overview as well as a detailed assessment of monitored hosts, to surface and remediate mismanaged settings, and to increase the security posture of hosts.

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Does the (EDR) provide a threat intelligence (TI) add-on? If so, does the cost include (TI) feeds, or are those (TI) feeds available as an additional subscription?	CrowdStrike Falcon X is the Cyber Threat Intel Bundle of the Falcon Platform. For details to our Integration with Threat Platforms, please refer to the links below. The Falcon X Module automates the threat analysis process and delivers actionable intelligence and custom IOCs specifically tailored for the threats encountered on your endpoints. With this level of automation, you can stop picking and choosing which threats to analyze and start analyzing all threats. In addition to the Falcon X Module, the Falcon X Bundle also includes access to CrowdStrike's proprietary Global IOC Threat Feeds curated from CrowdStrike's thousands of customers and millions of endpoints across the globe https://www.crowdstrike.com/epp-101/threat-intelligence/
Does the (EDR) have built-in 3rd party threat intelligence feeds?	CrowdStrike Falcon directly integrates the proprietary threat intel feeds from Falcon Intel and additional indicators can be integrated via API.
Advanced Threat Defense	

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Describe capabilities to monitor, analyze and detect threats in payloads.	All files quarantined by Falcon Prevent are automatically investigated by Falcon X. This automation drives breakthrough efficiency gains for security operations teams and ensures no threats are missed. Each is rigorously investigated using Falcon X which enables in-depth analysis of unknown and zero-day exploits that extends far beyond traditional approaches. Falcon X employs a unique combination of static, dynamic and fine-grained memory analysis to quickly identify the evasive threats other solutions may miss.
Do you offer management or monitoring services provided directly by your company for your (EDR)? If so, briefly describe.	CrowdStrike Falcon Complete is a 100 percent hands-off and worry-free managed detection and response (MDR) solution which uniquely provides the people, process, and technology required to handle all aspects of endpoint, cloud workload and identity security, from onboarding and configuration to maintenance, monitoring, incident handling and remediation.
OS Support	
What operating systems can the endpoint agent run on?	Windows Server 2008 R2 - Server 2022 and Server 2016- 2022 Core. Windows 7 - 11 MacOS Catalina 10.15.x - MacOS Monterey 12 Linux distributions including versions of: Alma Linux, CentOS, Debian, Oracle Linux, RHEL, Rocky Linux, SLES, and Ubuntu

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What operating systems can the administration console run on?	The admin console is a cloud based console that can be accessed via a chrome browser.
Application Integration	
Describe support for operational technology (OT) environments (e.g., ICS/SCADA).	CrowdStrike can secure OT environments that are running Falcon supported Operating Systems and that can communicate with the CrowdStrike cloud on a consistent basis.

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ePlus Company Information

ePlus drives organizations forward with sustainable technology solutions and services that provide more depth, more breadth, and more perspective. We consult with customers to assess their technology and business needs and advise them on the most effective IT strategy and approach for their organization. We then design, implement, and optimize the cloud, security, data center, networking, collaboration, and emerging solutions to enable that strategy. We back those efforts with local support, long-term service, and flexible financing and consumption models, all with the end result of helping customers thrive in the digital economy and multi-cloud world, drive better business outcomes, and stay ahead of the innovation curve. ePlus Technology, inc. is a wholly-owned subsidiary of ePlus inc., which has more than 1,500 associates serving a diverse set of customers in the U.S., Europe, and Asia-Pac. The Company is headquartered at 13595 Dulles Technology Drive, Herndon, VA, 20171, USA. For more information, visit www.eplus.com, call 888-482-1122, or email info@eplus.com.

Financial Overview

Founded in 1990, ePlus inc. (NASDAQ NGS: PLUS) is a public company with annual revenues of $1.6B and shareholders equity of $562M as of its most recent fiscal year ending March 31, 2021. Our full financial statements of quarterly and annual audited financials can be viewed at http://www.eplus.com/investors/financial-reporting/annual-reports or www.sec.gov.

PLUS
Nasdaq Listed

Locations

National Headquarters
ePlus Technology, inc.
13595 Dulles Technology Drive
Herndon, VA 20171
Phone: 703-984-8400
Fax: 703-984-8600
www.eplus.com
List of all ePlus Locations/Offices



Partnerships and Expertise

Our customers benefit from our deep collaborative partnerships with leading technology providers, enabling us to create solutions that connect the dots between IT investments and business outcomes so technology means more, and does more, for them. ePlus maintains deep partnerships with top manufacturers, including Arista, AWS, Check Point, Cisco, Dell Technologies, F5, Fortinet, Gigamon, HP, HPE, Intel, Juniper Networks, Lenovo, Microsoft, NetApp, Nutanix, Nvidia, Palo Alto Networks, Pure Storage, Rubrik, Splunk, and VMware—many who look to us for their own technology needs.

ePlus. Where Technology Means More.®

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ePlus Awards and Accreditations

Awards

2022

Gigamon Americas Partner of the Year
CRN® 2022 Managed Service Provider (MSP) 500 Elite 150
CRN® 2022 Tech Elite 250

2021

Cisco Social Impact Partner of the Year Award for the Americas
CRN® 2021 Solution Provider 500 list
CRN® 2021 Managed Service Provider (MSP) 500 Elite 150
CRN® 2021 Tech Elite 250
Comparably 2021: Best Sales Team, Best Places to Work in Greater Washington DC Area, Best CEO for Women



2020

CRN® 2020 Solution Provider 500 list
CRN® 2020 Managed Service Provider (MSP) 500 Elite 150
CRN® Tech Elite 250
Checkpoint Americas Cloud Partner of the Year
Cisco Americas Technology Excellence Partner of the Year: Data Center
Cisco Software Partner of the Year, East Region
Cisco Commercial Partner of the Year, East Region
Comparably 2020:

- Best CEO
- Best Work-Life Balance
- Best CEO for Women

Equinix Americas New Partner of the Year
Juniper Networks Americas National Partner of the Year
Juniper Networks Security Partner of the Year
NetApp Public Sector Innovation Award
NetApp Cloud First Partner of the Year
NetAppFlash Growth Partner of the Year
Vertiv 2020 SLED Partner of the Year
Elaine Marion, Public Company CFO of the Year

- 2020 Greater Washington Technology CFO Awards by NVTC









Accreditations

AICPA SSAE Type 2 SOC 1	OneSource Family of Software Products
AICPA SSAE Type 2 SOC 1	Managed Services Center
AICPA SSAE Type 2 SOC 1	Service Desk
AICPA SSAE Type 2 SOC 2	Cloud Hosted Services
HIPAA and HITECH	Cloud Hosted Services
ISO9001 QMS	Warehouse Operations
PCI DSS	Managed Services Center



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Advanced Authorizations and Staff Certifications

Strategic alliances with the industry's leading manufacturers keep ePlus engineers and sales professionals at the forefront of technology, enabling them to deliver industry-leading solutions to our clients. With an extensive roster of staff certifications, we also hold the following partnership designations:

Amazon Web Services

+ Advanced Consulting Partner
+ Public Sector Partner
+ Solution Provider Partner
+ Immersion Day Partner
+ AWS Marketplace CPPO Partner
+ Storage Competency
+ Windows on EC2 Delivery Partner

Check Point

+ 4 Star Partner
+ ASCP(EMS) Certified
+ Harmony Specialization

Cisco: Gold Level Partner

Master Specializations

+ Master Data Center and Hybrid Cloud Specialization
+ Master Collaboration Specialization
+ Master Networking Specialization
+ Master Security Specialization

Advanced Specializations

+ Advanced Collaboration Architecture Specialization
+ Advanced Customer Experience Specialization
+ Advanced Data Center Architecture Specialization
+ Advanced Unified Contact Center Enterprise Specialization
+ Advanced SP Architecture Specialization
+ Advanced Security Architecture Specialization
+ Cisco Webex Calling with Calling Plan
+ Cisco Hyperflex Specialization
+ Cisco IoT Specialization
+ Cisco Webex Contact Center Specialization

Dell Technologies: Titanium Solution Provider

Portfolio and Solution Competencies:

+ Core Client
+ Server
+ Storage
+ Networking
+ Data Protection

Fortinet

Expert Partner Level

+ SD-WAN Specialization
+ Cloud Business Model Certified
+ Integration Business Model Certified

HP Inc. Amplify Partner Program

Power Partner

Hewlett Packard Enterprise Platinum Level Partner

Hybrid IT (Server/Storage)

+ HPE Partner Ready: Solution Provider – Platinum Partner
+ HPE Partner Ready: Services Partner – Gold

Edge (Aruba/Networking)

+ HPE Partner Ready for Networking: Solution Provider – Platinum Partner
+ Silver Peak Partner Edge Program: Platinum Partner

Intel

+ Intel Partner Alliance Program: Titanium Partner

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Juniper Networks

Elite Partner

Microsoft

Gold Level Partner
+ Cloud Solutions Provider
+ Gold Application Integration
+ Gold Data Center
+ Gold Cloud Platform
+ Gold Cloud Productivity
+ Gold Windows and Devices

NetApp

Solution Specializations
+ FlexPod Specialized

Implementation Services Certified
+ E-Series
+ HCI
+ ONTAP

Integration Services Certified
+ E-Series
+ ONTAP
+ ONTAP SAN

NetApp Keystone Sell-with

Professional Services Certified
+ ONTAP SAN

Support Services Certified

NUTANIX

Pioneer Level Partner

NVIDIA

Accelerated Partner

Palo Alto

Diamond Innovator Partner Level
SASE Specialization Partner

Pure Storage

Elite Partner
Service Delivery Partner (Managed Service Provider)

VMware

Principal Partner
+ Data Center Master Services Competency
+ Networking Master Services Competency
+ VMware Cloud on AWS Master Services Competency
+ Data Center Virtualization

Transform Networking and Security
+ Empower Digital Workspace

Cloud Management and Automation
+ Cloud Provider
+ Cloud Native

Additional Key Vendors

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The ePlus Difference

ePlus goes above and beyond to deliver the insightful strategies and innovative solutions our customers need to elevate their business. We bring deep expertise that spans the entire IT lifecycle and every critical discipline along with an unwavering commitment to the customer experience, enabling organizations to navigate challenging situations and achieve consistent results, faster. Positioned squarely at the forefront of today's most transformative technologies, **ePlus helps organizations imagine, implement, and achieve more from technology.**

CLOUD - Create customized roadmaps, then design, implement, service, and support organizations on their journey to adopt private, hybrid, and public cloud services. ePlus helps customers address today's multi-cloud requirements surrounding security, compliance, cost optimization, visibility, and connectivity by helping them build and manage a cloud-enabled enterprise foundation.

SECURITY - Deliver custom cybersecurity programs built upon strong culture and integrated technology, aimed at defining and mitigating business risk, identifying business challenges and creating safer environments to achieve positive business outcomes.

DATA CENTER – Design and support all data center needs, including compute, virtualization, hyper converged, storage, and back up and disaster recovery solutions.

NETWORKING - Fully support automation and modernization of the network by optimizing access, connectivity, and security across on-premise, cloud, and hybrid environments, including multi-cloud/SDN, mobility/wireless, SD-WAN, and service provider networking.

COLLABORATION – Foster effective communication—within internal teams and with customers—through voice and video calling, real-time messaging and meetings, video conferencing, and contact center solutions deployed on-premise or in the cloud.

SERVICES - Apply a unique outcomes-focused perspective to help organizations strategize for more agility, architect for better outcomes, accelerate for faster ROI, and optimize for greater resiliency—guiding them to a more modern, secure digital business.

FINANCING AND CONSUMPTION MODELS - Enable technology acquisitions with cost predictability and contract flexibility. Accelerate transformations by aligning costs with demand using custom consumption programs.

Customer Name: CITY OF ROSEVILLE
Quote No: 22817192
Quote Name: City of Roseville- 3 Year
Quotation Date: 06/06/2022

Sales Support Contact: Sabrina Jordan
Sales Support Phone: 949-930-7366 Ext 7366
Sales Support Email: sabrina.jordan@eplus.com
Account Executive: Brittani Neff
Account Executive Phone: 916-897-4667
Account Executive Email: brneff@eplus.com

Customer PO No:
Order No:
Expiration Date: 09/10/2022

External Notes:

Term Date: September 5, 2022 - September 4, 2025

The term of this quote and any order placed in connection herewith is 36 months ("Term"), beginning on the earlier of the date that Customer first accepts this quote ("Start Date"). The total fee due hereunder shall be split into three (3) installments, which shall be due and payable according to the following schedule:

Payment 1: $99,844.60 due net 30 days from the Start Date
Payment 2: $107,609.55 due on the first anniversary of the Start Date
Payment 3: $108,538.41 due on the second anniversary of the Start Date

Upon the Start Date, Customer authorizes ePlus to place a non-cancellable order for the products and services described herein on its behalf. Therefore, notwithstanding anything to the contrary and except as set forth directly below, any order placed in connection herewith is non-cancellable for the entire Term and Customer agrees to make all payments herein absolutely and unconditionally, and without any abatement, reduction, defense, set-off, counterclaim, or recoupment whatsoever. Upon delivery of the products and services hereunder, Customer shall have all rights to use the products and services and no further performance on the part of ePlus is required to provide the products and services to Customer.

Customer may terminate its order and payment obligations with respect to future fiscal years in the event that it lacks funding from appropriated and other lawful sources to continue the order, provided that: (i) Customer shall use its best efforts to obtain funding from appropriated and other lawful sources to continue the order for the full Term and make all Payments and (ii) d Customer shall notify ePlus no later than each anniversary of the Start Date of any such termination. If Customer provides notice of termination for non-appropriation as set forth herein, the order shall terminate as of the last day of the then-current year of the Term, and Customer shall de-install and remove all copies of the software from its systems by the termination date. Customer's failure to timely notify ePlus and de-install and remove all copies of software shall be a material breach of these terms.

Line No.	Part Number	MFG	Description/Line Notes	Duration	QTY	Unit Price	Ext. Price
Year 1							
001	CS.EPPENT.SOLN.T9.36M	CROWDSTRIKE	FALCON ENDPOINT PROTECTION ENTERPRISEFLEXIBLE BUNDLE **Line Note:** 12 Months		2500	7.68	19,200.00
002	CS.FIREWBP.SOLN.T9.36M	CROWDSTRIKE	FALCON FIREWALL MANAGEMENT BUNDLEPROMO **Line Note:** 12 Months		2500	1.10	2,750.00
003	CS.PREVENT.SOLN.T9.36M	CROWDSTRIKE	PREVENT **Line Note:** 12 month		2500	0.00	0.00

004	CS.INSIGHT.SOLN.T9.36M	CROWDSTRIKE	INSIGHT **Line Note:** 12 Months		2500	0.00	0.00
005	CS.TG.STD.GOV.36M	CROWDSTRIKE	THREAT GRAPH STANDARD ON GOVCLOUD **Line Note:** 12 Months		2090	7.81	16,322.90
006	CS.OW.SVC.T9.36M	CROWDSTRIKE	OVERWATCH **Line Note:** 12 Months		2500	3.14	7,850.00
007	CS.FALXBP.SOLN.T9.36M	CROWDSTRIKE	FALCON X BUNDLE PROMO **Line Note:** 12 Months		2500	8.48	21,200.00
008	CS.DEVICEBP.SOLN.T9.36M	CROWDSTRIKE	FALCON DEVICE CONTROL BUNDLE PROMO **Line Note:** 12 Months		2500	0.81	2,025.00
009	CS.TG.STD.HPSGOV.36M	CROWDSTRIKE	SERVER THREAT GRAPH STANDARD ONGOVCLOUD **Line Note:** 12 Months		410	23.39	9,589.90
010	RR.HOS.ENT.EXPS.36M	CROWDSTRIKE	EXPRESS SUPPORT **Line Note:** 12 Months		1	9,856.80	9,856.80
011	RR.PSO.ENT.NCAP.36M	CROWDSTRIKE	UNIVERSITY LMS SUBSCRIPTION NEWCUSTOMER ACCESS PASS **Line Note:** 12 Months	P 3Y	6	0.00	0.00
012	CS.DISC.SOLN.T9.36M	CROWDSTRIKE	DISCOVER **Line Note:** 12 Months		2500	1.77	4,425.00
013	CS.SPOTLT.SOLN.T9.36M	CROWDSTRIKE	FALCON SPOTLIGHT **Line Note:** 12 Months		2500	2.65	6,625.00
						Sub-Total (USD)	99,844.60
			Year 2				
014	CS.EPPENT.SOLN.T9.36M	CROWDSTRIKE	FALCON ENDPOINT PROTECTION ENTERPRISEFLEXIBLE BUNDLE **Line Note:** 12 Months		2500	8.28	20,700.00
015	CS.FIREWBP.SOLN.T9.36M	CROWDSTRIKE	FALCON FIREWALL MANAGEMENT BUNDLEPROMO **Line Note:** 12 Months		2500	1.18	2,950.00
016	CS.PREVENT.SOLN.T9.36M	CROWDSTRIKE	PREVENT **Line Note:** 12 Months		2500	0.00	0.00
017	CS.INSIGHT.SOLN.T9.36M	CROWDSTRIKE	INSIGHT		2500	0.00	0.00

			Line Note: 12 Months				
018	CS.OW.SVC.T9.36M	CROWDSTRIKE	OVERWATCH **Line Note:** 12 Months		2500	3.39	8,475.00
019	CS.FALXBP.SOLN.T9.36M	CROWDSTRIKE	FALCON X BUNDLE PROMO **Line Note:** 12 Months		2500	9.14	22,850.00
020	CS.TG.STD.GOV.36M	CROWDSTRIKE	THREAT GRAPH STANDARD ON GOVCLOUD **Line Note:** 12 Months		2090	8.41	17,576.90
021	CS.DEVICEBP.SOLN.T9.36M	CROWDSTRIKE	FALCON DEVICE CONTROL BUNDLE PROMO **Line Note:** 12 months		2500	0.87	2,175.00
022	CS.TG.STD.HPSGOV.36M	CROWDSTRIKE	SERVER THREAT GRAPH STANDARD ONGOVCLOUD **Line Note:** 12 Months		410	25.21	10,336.10
023	RR.HOS.ENT.EXPS.36M	CROWDSTRIKE	EXPRESS SUPPORT **Line Note:** 12 Months		1	10,621.55	10,621.55
024	RR.PSO.ENT.NCAP.36M	CROWDSTRIKE	UNIVERSITY LMS SUBSCRIPTION NEWCUSTOMER ACCESS PASS **Line Note:** 12 Months		6	0.00	0.00
025	CS.DISC.SOLN.T9.36M	CROWDSTRIKE	DISCOVER **Line Note:** 12 Months		2500	1.91	4,775.00
026	CS.SPOTLT.SOLN.T9.36M	CROWDSTRIKE	FALCON SPOTLIGHT **Line Note:** 12 Months		2500	2.86	7,150.00
						Sub-Total (USD)	107,609.55
			Year 3				
027	CS.EPPENT.SOLN.T9.36M	CROWDSTRIKE	FALCON ENDPOINT PROTECTION ENTERPRISEFLEXIBLE BUNDLE **Line Note:** 12 Months		2500	8.35	20,875.00
028	CS.FIREWBP.SOLN.T9.36M	CROWDSTRIKE	FALCON FIREWALL MANAGEMENT BUNDLEPROMO **Line Note:** 12 Months		2500	1.19	2,975.00
029	CS.PREVENT.SOLN.T9.36M	CROWDSTRIKE	PREVENT **Line Note:** 12 Months		2500	0.00	0.00
030	CS.INSIGHT.SOLN.T9.36M	CROWDSTRIKE	INSIGHT **Line Note:**		2500	0.00	0.00

			12 Months				
031	CS.TG.STD.GOV.36M	CROWDSTRIKE	THREAT GRAPH STANDARD ON GOVCLOUD **Line Note:** 12 Months		2090	8.48	17,723.20
032	CS.OW.SVC.T9.36M	CROWDSTRIKE	OVERWATCH **Line Note:** 12 Months		2500	3.42	8,550.00
033	CS.FALXBP.SOLN.T9.36M	CROWDSTRIKE	FALCON X BUNDLE PROMO **Line Note:** 12 months		2500	9.22	23,050.00
034	CS.DEVICEBP.SOLN.T9.36M	CROWDSTRIKE	FALCON DEVICE CONTROL BUNDLE PROMO **Line Note:** 12 Months		2500	0.88	2,200.00
035	CS.TG.STD.HPSGOV.36M	CROWDSTRIKE	SERVER THREAT GRAPH STANDARD ONGOVCLOUD **Line Note:** 12 Months		410	25.43	10,426.30
036	RR.HOS.ENT.EXPS.36M	CROWDSTRIKE	EXPRESS SUPPORT **Line Note:** 12 Months		1	10,713.91	10,713.91
037	RR.PSO.ENT.NCAP.36M	CROWDSTRIKE	UNIVERSITY LMS SUBSCRIPTION NEWCUSTOMER ACCESS PASS **Line Note:** 12 Months		6	0.00	0.00
038	CS.DISC.SOLN.T9.36M	CROWDSTRIKE	DISCOVER **Line Note:** 12 Months		2500	1.93	4,825.00
039	CS.SPOTLT.SOLN.T9.36M	CROWDSTRIKE	FALCON SPOTLIGHT **Line Note:** 12 Months		2500	2.88	7,200.00
						Sub-Total (USD)	108,538.41

Totals

315,992.56

Sub Total (USD):	**315,992.56**
Est. Tax (USD):	**TBD if Applicable**
Shp&Hnd (USD):	**TBD**
Total (USD):	**315,992.56**

By placing an order with ePlus for products or services you agree to comply with the City of Roseville Terms and Conditions of Purchase (rev 5/3/18 as attached). Unless there is a separate written agreement signed on behalf of both you and ePlus by a duly authorized officer, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Customer Acceptance	Bill To	Ship To
Signature: _____	CITY OF ROSEVILLE	CITY OF ROSEVILLE
Name: _____	311 VERNON ST	311 VERNON ST
Title: _____	FINANCE- 1ST FLOOR	Information Technology
Date: _____		ROSEVILLE CA 95678
Customer PO #: _____	ROSEVILLE CA 95678	UNITED STATES
	UNITED STATES	
	ACCOUNT PAYABLE	

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**NGDC P1 3.7.3.5*

COUNCIL COMMUNICATION

CC #: 2281
File #: 0800-03

Title:	Managed Relay Utility Interactive Voice Response System - Contract Purchase Agreement
Contact:	Andrea Blomquist 916-774-5317 ablomquist@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a four-year contract purchase agreement with Selectron Technologies, Inc. for a Managed Relay Utility Interactive Voice Response (IVR) system.

BACKGROUND

Selectron Technologies, Inc. currently provides the City of Roseville Utility Billing division with an IVR system which assists in providing services to our utility customers. These services include an automated phone system where customers can receive utility account information and make payments via credit card or e-check, 24 hours a day, 7 days a week. In addition to customer initiated services, the IVR system also provides delinquent utility account notification in the form of automated customer calls. These outgoing calls provide a relied upon service for our customers that may be pending service interruption due to non-payment of their utility account.

This four-year contract moves our current IVR from an on-premise server to a hosted environment with Selectron Technologies. This will free up valuable City resources, provide multiple levels of redundancy and failover, and provide 24 hour system support and monitoring.

This contract utilizes GSA contract GS-35F-0315X which expires in June 2026.

FISCAL IMPACT

The total cost of the four-year contract is $448,432.65. Funding for the first year of the contract of $112,108.16 is included in the FY2022-23 Utility Billing budget in the Electric and Environmental Utilities funds. Future funding will be contingent on the approval of the respective annual budgets. There is 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)).

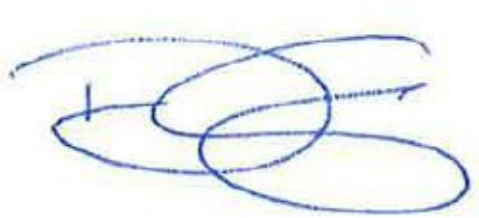
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Deliver exceptional city services and invest in well-planned infrastructure and growth.

Respectfully Submitted,

Andrea Blomquist, Utility Billing Operations Manager

Dan Beans, Electric Utility Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-337

Contract Purchase Agreement

RESOLUTION NO. 22-337

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SELECTRON TECHNOLOGIES INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002451), for the Managed Relay Utility Interactive Voice Response System used by the Utility Billing department, by and between the City of Roseville and Selectron Technologies Inc., has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

DocuSign Envelope ID: 7DB240E3-9E44-4623-9AF8-608EA581F9D5

Contract Purchase Agreement 3002451

Supplier Details:

Company	Selectron Technologies Inc
Contact	Tyler Lloyd
Address	12323 Sw 66th Avenue
	Portland, OR 97223

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

DocuSign Envelope ID: 7DB240E3-9E44-4623-9AF8-608EA581F9D5

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3002451

Agreement	**3002451**
Agreement Date	**01-AUG-2022**
Revision	**0**
Agreement Amount	**448,432.65 USD**

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

Supplier
Selectron Technologies Inc
12323 Sw 66th Avenue
Portland, OR 97223
Phone: (503) 597-3316
Fax: ()
Email: AAvelino@selectron.com

Description of Labor, equipment and/or materials

VENDOR SHALL PROVIDE ITS RELAY PLATFORM AND MAINTENANCE IN ACCORDANCE WITH THE ATTACHED SELECTRON TECHNOLOGIES INC. LETTER OF UNDERSTANDING AND ATTACHMENTS A-E THERETO, DATED 6/17/22 UTILIZING GSA CONTRACT GS-35F-0315X.

START DATE: UPON EXECUTED AGREEMENT
END DATE: 6/30/26

PLEASE CONTACT EMILY SAWING IN UTILITY BILLING AT (916)774-5388 OR ESAWING@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11178	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

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

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

DocuSign Envelope ID: 7DB240E3-9E44-4623-9AF8-608EA581F9D5

Contract Terms and Conditions

1. These Contract Terms and Conditions supplement the Letter of Understanding entered into between the parties, attached hereto (the "LOU"). Together, these Contract Terms and Conditions, the LOU, and all attachments to the LOU, are referred to as the "Agreement." In the event that the terms of these Contract Terms and Conditions conflict with any other terms of this agreement, the order of precedence laid out in the LOU will apply.

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

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

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

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement; provided, however, that City considers the Software and Services to constitute essential services, and accordingly at all time during the Term will use its best efforts to obtain and maintain all necessary appropriations for payment of the Fees.

6. This Agreement may only be amended or modified in writing. This Agreement, and all attachments thereto, including the Letter of Understanding and Master Service and Hosting Agreement between the parties, is integrated and contains the complete understanding of the parties.

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

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

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

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http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

10. Consultant agrees to the below insurance requirements:

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

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

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

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

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

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

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

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

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

h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer

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

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

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

12. This section is intentionally left blank.

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

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

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

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

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

18. This section is intentionally left blank.

19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Proprietary Information (as defined in the Master Services and Hosting Agreement) will employ administrative, physical, technical, and procedural safeguards and best no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Proprietay Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.

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

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

22. This section is intentionally left blank.

23. This section is intentionally left blank.

24. Consultant acknowledges that services rendered under this agreement shall be performed in accordance with industry standards.

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

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

27. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

28. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

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

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

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

Roseville Business License No. n/a

Contractor License No. N/A

DIR Registration No. N/A

Check mark the applicable company type below:

_X_ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C Negotiated for Selectron Technologies
REV 7/29/22 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

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Supplier	
Signature:	DocuSigned by: Todd Johnston 24E05009D5D8497...
Print Name:	Todd Johnston
Title:	President

Supplier	
Signature:	DocuSigned by: Stefanie Johnston 5D9B787094344B4...
Print Name:	Stefanie Johnston
Title:	Secretary

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

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June 17, 2022

Andrea Blomquist
Utility Billing Operations Manager
Roseville Electric Utility – Utility Billing
311 Vernon Street
Roseville, CA 95678

Dear Ms. Blomquist,

This letter is intended to be a letter of understanding between the City and Selectron Technologies, Inc., regarding the Scope of Work and for the implementation of your Selectron system.

As accepted by the City below, this will constitute acceptance of the items within this letter, the enclosed Statement of Work and the terms and conditions currently in effect. If there is a conflict with a term within these documents, the order of precedence will be:

- Letter of Understanding
- Scope of Work starting on page 2 of this letter
- Statement of Work starting on page 6 of this letter, including the Master Services and Hosting Agreement included therein.
- Support and Maintenance Agreement dated June 22, 2016
- Software License Agreement dated August 5, 2015

If you have any questions or concerns, please do not hesitate to contact us at your earliest convenience.

Sincerely,

Todd A. Johnston
President and CEO

Accepted By: _____
Authorized Representative

Date Accepted: _____

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Exhibit A: Scope of Work

GSA Contract # GS-35F-0315X

GSA PRICING: 4-YEAR CONTRACT TERM SUMMARY

	Year 1	Year 2	Year 3	Year 4	TOTAL
SIN 511210, Part # PP-SM: **PremierPro Support & Maintenance*	$27,375.00	$27,375.00	$27,375.00	$27,375.00	$109,500.00
SIN 54151S, Part # PS-WSSLS: *Standard Labor Rate with Active Support*	$87,607.73	$87,607.73	$87,607.73	$87,607.73	$350,430.92
SUB-TOTAL	**$114,982.73**	**$114,982.73**	**$114,982.73**	**$114,982.73**	**$459,930.92**
2.5% GSA Volume Discount	*$2,874.57*	*$2,874.57*	*$2,874.57*	*$2,874.57*	*$11,498.27*
GRAND TOTAL	**$112,108.16**	**$112,108.16**	**$112,108.16**	**$112,108.16**	**$448,432.65**

**Based on system value of $168,255*

GSA PRICING DETAILS

Year 1: SIN 511210				
Part #	**Description**	**Quantity**	**NET GSA**	**EXT GSA Price**
PP-SM	PremierPro Support & Maintenance	1	$27,375.00	$27,375.00
Year 1: SIN 54151S				
Part #	**Description**	**Quantity**	**NET GSA**	**EXT GSA Price**
PS-WSSLS	Standard Labor Rate with Active Support	523	$167.51	$87,607.73
			YEAR 1 GSA TOTAL	**$114,982.73**
			GSA 2.5% Discount	**-$2,874.57**
			YEAR 1 GSA TOTAL AFTER DISCOUNT	**$112,108.16**

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Year 2: SIN 511210				
Part #	**Description**	**Quantity**	**NET GSA Rate**	**EXT GSA Price**
PP-SM	PremierPro Support & Maintenance	1	$27,375.00	$27,375.00
Year 2: SIN 54151S				
Part #	**Description**	**Quantity**	**NET GSA**	**EXT GSA Price**
PS-WSSLS	Standard Labor Rate with Active Support	523	$167.51	$87,607.73
			YEAR 2 GSA TOTAL	**$114,982.73**
			GSA 2.5% Discount	**-$2,874.57**
			YEAR 2 GSA TOTAL AFTER DISCOUNT	**$112,108.16**

Year 3: SIN 511210				
Part #	**Description**	**Quantity**	**NET GSA**	**EXT GSA Price**
PP-SM	PremierPro Support & Maintenance	1	$27,375.00	$27,375.00
Year 3: SIN 54151S				
Part #	**Description**	**Quantity**	**NET GSA**	**EXT GSA Price**
PS-WSSLS	Standard Labor Rate with Active Support	523	$167.51	$87,607.73
			YEAR 3 GSA TOTAL	**$114,982.73**
			GSA 2.5% Discount	**-$2,874.57**
			YEAR 3 GSA TOTAL AFTER DISCOUNT	**$112,108.16**

Year 4: SIN 511210				
Part #	**Description**	**Quantity**	**NET GSA**	**EXT GSA Price**
PP-SM	PremierPro Support & Maintenance	1	$27,375.00	$27,375.00
Year 4: SIN 54151S				
Part #	**Description**	**Quantity**	**NET GSA**	**EXT GSA Price**
PS-WSSLS	Standard Labor Rate with Active Support	523	$167.51	$87,607.73
			YEAR 4 GSA TOTAL	**$114,982.73**
			GSA 2.5% Discount	**-$2,874.57**
			YEAR 4 GSA TOTAL AFTER DISCOUNT	**$112,108.16**

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Required Items Not Included with Relay

- Required Existing Cayenta API
- Relay does not include merchant account provider or payment gateway costs or associated fees

Project Scope:

- **Environment**: Move both the Production and Test Utility IVR and Outbound systems from on-premise to Selectron's managed/hosted environment.
- **Software**: Update both IVR and Outbound from Gen4 to Relay Move both the Production and Test Utility IVR and Outbound systems from on-premise to Selectron's managed/hosted environment.
- **Application Database Integration**: Existing Harris Cayenta; Integration to Cayenta requires appropriate ports enabled within the City of Roseville's network and VPN connectivity, as determined is necessary during the system implementation.
- **Payment Gateway Vendor**: No changes to existing Invoice Cloud payment gateway integration for credit card and e-check payments.
- **Number of IVR Ports**: 18 for Production and 2 for Test.
- **Telephone Number**: The City would like to retain the existing IVR Phone Number.
- **Relay Outbound**:
  - **Relay Outbound:** supports delivery of phone calls, emails, and/or SMS text messages to recipients. Messages are split into two components: **campaigns** designating who and when to contact, with **templates** determining the specific messaging and data present in a message.
  - **Template Builder:** allows users with permission to build their own message templates with dynamic data elements for delivery. Data for Agency-Built Templates will be supplied via flat file (see below) and do not directly integrate with the client's application database.
    - Template Builder Training: these hours can be used by the Agency to get additional training from Selectron staff on the template builder tool.
    - Template Builder Professional Services: these hours can be used by the Agency to get hands-on assistance from Selectron staff on creating Agency-Built Templates using the Template Builder.
  - **Selectron-Built Template:** Rich template created by Selectron that utilizes dynamic information that is accessed through a real-time interface with the client's application database. Scope includes the following 2 existing campaigns:
    - **Delinquency Notification**
    - **Final Notice Notification**
  - **Smart Transfers:** Allows a call recipient to request a transfer to the agency's hosted Selectron IVR in order to make a payment. Data is carried over with this transfer, allowing the user to make a payment without having to re-enter their account information.

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MANAGED SERVICES PAYMENT TERMS

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

Payment Schedule: Year 1

55% Invoiced when delivered for User Acceptance Testing (UAT)
45% Invoiced upon go-live of the system or 60 days after delivery of system for UAT, whichever occurs first

Payment Schedule: Years 2++

100% Invoiced 45 days prior to start of next service year

4-Year Universal Message Bundle Covers:

- Inbound calls to the IVR and transfers from the IVR to Roseville staff

  A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4-minute period counted as an additional Call. When a caller initiates a transfer from the IVR, this results in an additional Call being counted.
  Transfers from Relay Outbound to the IVR counts as additional inbound calls.
- Relay Outbound messages (calls, text messages, emails)
- Roseville's Universal Message Bundle includes 2,400,000 calls/transfers/messages.
  - Bundle Start Date: Date when the Managed IVR is delivered to the City for testing
  - Bundle Expiration Date: Upon completion of 4 service years
- If the City exceeds the total of 2,400,000 calls/transfers/messages, then an overage charge of $0.20 per call/transfer/message in excess of 2,400,000 will be billed monthly to the City.

Taxes

Sales Tax or any other applicable taxes are ***not included*** in any of the pricing in this agreement. All applicable taxes will be invoiced, collected and remitted in accordance with state and local tax laws.

Payment Terms

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

Vendor Information

Selectron Technologies, Inc.
12323 SW 66th Avenue
Portland, Oregon 97223
Phone: 866.878.0048 | Fax: 503.443.2052

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Selectron TECHNOLOGIES, INC

Statement of Work

Roseville, CA

Relay

Utility

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Roseville, CA (Roseville or Customer). The features, functionality, and services are provided by upgrading Roseville's existing Selectron Technologies' solution to the next-generation Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	06/29/2021
2.0	Changed to 4-Year Term GSA	05/24/2022

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2. Functionality

This section details the functionality of each application included in Roseville's solution. All functions and features are dependent upon the accessibility of Roseville's Harris Cayenta CIS application database to provide the given data to Relay.

2.1. The Relay Platform

Roseville's solution will be upgraded to Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for Roseville. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

2.1.1. Application Packs and Channels

Roseville's solution includes the following application pack and channels:

- Application packs:
  - Utility Pack
- Channels:
  - IVR
  - Outbound

2.2. Utility Pack

Roseville will be configured with the Utility Pack in order to provide all existing functionality available with Roseville's current on-premise IVR and Outbound solutions. The Utility Pack offers Roseville's customers with a central point of access for account management and payments. Citizens will be able to enter an account number and access account data and activities, including:

- Current balance owed
- Last billing date and amount (up to last 6)
- Last payment date and amount (up to last 6)
- Next payment due date
- Payment Processing – Credit Card and E-Check

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All account information is made available through an API to the Harris Cayenta CIS application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.2.1. IVR Channel

The IVR Channel for the Utility Pack provides callers with an Interactive Voice Response (IVR) system for accessing account information and making payments over the phone.

Citizens can call the Utility IVR channel in order to hear account information and to make a payment. Citizens will access their account using an account number. The IVR validates this data against the Harris Cayenta CIS application database. Once the account is validated, the IVR will speak the service address, followed by the current balance owed and due date. During the kickoff phase of the implementation project, Selectron and Roseville will need to determine the exact terminology and methodology around presenting 'current' and 'delinquent' amount due to the user. The caller will then be given the option of making a payment. If no payment is due, then the IVR will speak that there is currently no payment due.

Using the IVR, callers will also be presented with other options, as listed under Utility Pack, above.

Callers will also be able to transfer to an agent. If a caller requests a transfer, the IVR performs a transfer to a number specified by Roseville.

2.3. Relay Outbound

Relay Outbound provides Roseville with a multi-channel outbound communication platform capable of sending voice, SMS, and email messages to citizens. Messages can be configured to include dynamic account data designed to be sent to specific recipients, or can be designed as 'general information' messages without customer-specific data. These outbound messages can be designed and configured by Roseville staff using the Relay Portal. Customer-configured voice messages will be spoken to message recipients using computerized text-to-speech.

In addition to the above customer-configured messages, Selectron will design certain message templates during the implementation process. Selectron-created templates will be use professional voice recording for voice messages as opposed to computerized text-to-speech. This project includes the Selectron-built Bill Delinquency Notification as described in the following section.

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2.3.1. Bill Delinquency Notification

The Delinquency Notification is used to warn citizens that their account is delinquent. It includes the following customer-specific data: account number, delinquent amount, and due date.

2.3.2. Final Notice Notification

The Final Notice Notification is used to alert citizens that their Utility service will be shut off without any further communication. It presents the following customer-specific data: account number, delinquent amount, due date, and shutoff date.

2.3.3. Static Notifications

Roseville will be able to send Customer-defined static notifications to citizens via phone, email, or SMS text. Roseville is responsible for defining and configuring these notifications, which can be done via the Relay Portal. Training for configuring and recording static notifications will be provided at the end of the implementation process.

2.4. Payment Processing

The Relay solution can be configured to accept credit card and e-check payments, allowing citizens to make payments. The payment processing engine is a PA-DSS-Verified payment system that **does not** retain any payment information. Users will need to enter their payment information for each transaction.

The Relay payment application interacts with Roseville's selected payment gateway to provide payment functionality. Users will need to authenticate and provide valid payment information in order to make a payment. Relay validates the user's payment information before passing it to the payment gateway. When a payment is reported as successful, Relay will post an update to Roseville's Harris Cayenta CIS application database in real time (as long as an API for such an update is available).
Roseville will be able to take payments from citizens via the following payment methods:

- Credit Card
- E-Check

2.4.1. Credit Card

The interactive solution accepts Visa®, MasterCard®, Discover®, and American Express®. Roseville can elect to accept all or a subset of these card types. Any credit card types not accepted by Roseville will not be accepted by the solution. When taking a payment, Relay verifies the credit card number and expiration date. For more security, Roseville

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can choose to verify the card holder's zip code and/or security code. All credit card transactions are sent through the designated payment gateway.

2.4.2. E-Check

Users wishing to pay via E-Check will need to enter their bank routing number and bank account number. All E-Check transactions are sent through the designated payment gateway.

2.5. Languages

The Customer's Relay application will be configured to support English and the following other language(s):

- Spanish

The additional language module(s) enables the solution to support non-English-language users. Additionally, all dates, numbers, ordinals, currencies, and letters are translated (and voice recorded) to the proper language.

The professionally-recorded prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

Roseville will be able to define a transfer destination for each language available on the IVR.

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other Roseville components. These are described in the following sections.

3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with Roseville's Harris Cayenta CIS application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs.

During the implementation phase, if data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.

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3.2. Payment Gateway Interfaces

For payment processing, Relay will be integrating to Invoice Cloud. The payment processing service is PA-DSS validated. Integration to the payment gateway initiates the collection and reconciliation of the payments being gathered by the department. It is required that the payment gateway be on the list of Selectron-certified payment gateways and that it integrates utilizing a REST/Web Service implementation.

The following payment processing fees and services are not covered by the purchase of the application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

4. Deployment Model

Roseville's Relay solution will be moved to Selectron's single-tenant Relay Managed Services environment.

Relay Managed Services is a single-tenant hosted application, located in Selectron's local hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

Roseville's solution is licensed for:

- Eighteen (18) inbound IVR ports allowing for up to eighteen concurrent calls
- Two (2) port test server
- 2,400,000 universal message bundle (includes inbound calls, outbound messages and transfers) for four-year period, billed annually

4.1. Hosted IVR Access

For optimal user experience and telecom usage, it is recommended that callers access the hosted IVR by dialing directly into the hosted solution using a local Roseville 10-digit number, which will be provided by Selectron. If Roseville elects to have calls routed through your phone system first before connecting to the IVR, two customer telecom channels may be tied up during the duration of the entire call, and callers may experience a decrease in call quality.

5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. An administrator from

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Roseville will be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis; permissions govern the functionality available to a given user.

The Relay Portal provides Roseville administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on Chrome, Firefox, Microsoft Edge, and Safari.

5.1. Run System Reports

Roseville administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- Payments
- Call Statistics
- Call Activity
- Call Detail
- Outbound Statistics

5.2. Schedule Outbound Campaigns

Using the Relay Portal, administrators can create, edit, and review outbound campaigns made using Relay Outbound. Each instance of an outbound campaign must be scheduled individually. This includes selecting the type of notification, the date/time of delivery, and (for static notifications) the configuration of the message.

The administrator will also need to upload a contact list in .csv format for the notification. The exact formatting of the .csv file will vary depending on the notification being scheduled. Selectron will provide Roseville with example .csv files for the configured notifications included in this project, as well as assistance in generating the outbound call list.

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

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6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll-free numbers, call volume, APIs, accountvalidation information, and the types of payments being gathered.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and allproject milestones.
- Quality Assurance Test Plan- assists the Customer in determining thatthe interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer hasverified service functionality.

6.1.2.1. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design
- Outbound messaging configuration

Software development cannot begin until these design elements are completed and approved by the Customer.

6.1.3. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.4. Provide Installation and Administrative Training

Selectron will provide remote training for the Relay solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.1.5. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-

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fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- IVR phone number(s)
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.6. Interface Upgrades

After service initiation, Roseville's Harris Cayenta CIS database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any Roseville application database (or other application database software) may require professional services outside the scope of this service.

6.2. Roseville, CA

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides Roseville with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names

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- Observed holidays
- Extensions used for transfer functions
- Utility account numbering scheme
- Validations used for receiving payment on a utility bill

6.2.2.1. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Call flow for the IVR solution
- Outbound messaging format

Once the channel design(s) have been approved, software development begins.

6.2.3. Provide Remote Network Access to Application Database(s)

In order to fully test the interactive solution, Selectron Technologies requires access to Roseville's application database(s) prior to installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.4. Provide System Access

Selectron Technologies requires access to the Customer's network and database/ system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database, payment gateway or network are modified. Roseville is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

6.2.5. Confirm Service Functionality

Roseville, CA has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.6. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that

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will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

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Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this "**Agreement**") by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns ("**Selectron**"), and Roseville, CA ("**Licensee**").

Recitals

Whereas, as between Selectron and Licensee, Selectron is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the "**Licensed Software**"; and

Whereas, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees to access and use the Licensed Software through Selectron's application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 "**Aggregate Data**" means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

1.2 "**Authorized User"** means an Employee that Licensee provides with access to the Licensed Software.

1.3 "**Customer Tools**" means the Licensed Software components and interfaces that, as described in the Documentation, are designed and intended to be accessed by customers of Licensee through an application that is set up and maintained as part of the Services and/or Licensee's website.

1.4 "**Derivative Work**" shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

1.5 "**Documentation**" shall mean the standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

1.6 "**Employee**" shall mean a then-current employee of Licensee.

1.7 "**Intellectual Property Rights**" shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, "moral rights", and derivative works thereof; (c) the protection of trade and industrial secrets and confidential information;
(d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.

1.8 "**Licensed Software**" shall mean, collectively, (a) the software programs that are listed in Exhibit A and further described in the included Statement of Work; (b) the Documentation; and (c) any Updates.

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1.9 "**Licensee Data**" means structured data about and identifiable to customers of Licensee, including without limitation data about transactions between such customers and Licensee, (a) that Licensee provides to Selectron to enable Selectron to provide the Licensed Software and the Services, (b) that Selectron collects from Licensee's customers to facilitate payments by those customers to Licensee, or (c) that Selectron otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to Licensee.

1.10 "**PCI Data**" means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and Service Code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council.

1.11 "**Security Incident**" means a breach of security resulting in an unauthorized third party gaining access to Licensee Data if (a) such breach creates a substantial risk of harm to Licensee or any individual(s) and (b) the Licensee Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data to readable or usable form.

1.12 "**Services**" means the outbound call management, customization, training, set-up, configuration, or other services listed in Exhibit A and further described in the included Statement of Work hereto, the Technical Support Services, and any other services Selectron provides to Licensee as described herein.

1.13 "**Technical Support Services**" means the maintenance and technical support services described in Exhibit B hereto.

1.14 "**Term**" shall have the meaning set forth in Section 11.1.

1.15 "**Trademarks**" shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

1.16 "**Updates**" shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Selectron to Licensee during the Term.

1.17 "**Work Product**" means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

2. Grant of License; Restrictions

2.1 Grant of License to Use Licensed Software. Subject to the terms and conditions of this Agreement, including the End User License Agreement ("**EULA**") attached hereto as Exhibit D which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Selectron hereby grants to Licensee a non-exclusive, nontransferable, nonsublicensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for Licensee's own internal business use. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

2.2 Software Restrictions. Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Selectron has developed the Licensed Software, and that it shall use the Licensed Software in accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

2.3 Data Restrictions. Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement

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(e.g., transmittal of PCI Data to Licensee's designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under this Agreement. Except as otherwise expressly provided herein, Selectron will promptly delete any Licensee Data that Licensee requests in writing to be deleted (except for data retention required by law).

2.4 Rights in Aggregate Data. Notwithstanding Section 2.3, Selectron may, (a) during the term of this Agreement, use and analyze the Licensee Data to generate Aggregate Data and (b) during and after the term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Licensee or any particular individual(s). By way of example and without creating any limitation, Selectron may analyze the Licensee Data along with data gathered from other sources to generate statistics and analytics about success rates of municipalities in collecting payments in response to application notification calls.

3. Deliverables and Services

3.1 Services. Selectron shall perform the Services described in Exhibit A and the included Statement of Work and the Technical Support Services described in Exhibit B in accordance with the terms of this Agreement.

3.2 Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Selectron's facilities. Selectron shall provide Licensee with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in Exhibit A and the included Statement of Work. Unless a testing period of different duration is set forth in Exhibit A or the included Statement of Work, Licensee shall have a testing period of thirty (30) days from the date of delivery of any Licensed Software, including any customized Licensed Software, to inspect and test the Licensed Software. If Licensee provides Selectron with written notice during the applicable testing period describing the Licensed Software's failure to substantially comply with the limited warranty set forth in Section 7.2 in sufficient detail to enable Selectron to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until Selectron corrects any such substantial non-conformity. If Licensee does not provide such notice during the testing teriod, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

3.3 Authorized Users; Licensee Identification and Passwords. Except as provided in Section 3.4, Licensee shall not permit any person to access the Licensed Software other than Employees whom Licensee has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron create unique log-in credentials, consisting of a "**User Identification**" and "**User Password**", for each individual Authorized User who shall be accessing the Licensed Software. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for(and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords. Licensee shall not share or disclose, and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with or to any other individual or entity, even if such other individual is also anAuthorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with Licensee. Licensee shall promptly notify Selectron if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

3.4 Customer Tools. Licensee maypermit its customers to access and use the Customer Tools solely through Licensee's website and/or an application that is set up and maintained as part of the Services, and solely for the purpose of enabling such customers to (a) receive notifications sent by or on behalf of Licensee, (b) make payments to Licensee, (c) view their invoices from Licensee and history of payments to Licensee, and (d) update their contact information with Licensee.

3.5 Hosting. During the Term, Selectron and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA.

3.6 Updates, Maintenance, and Technical Support. During the Term, Selectron shall provide

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Licensee with Updates as they are made generallyavailable by Selectron to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Updateprovided or made available by Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.7 Other Modifications to the Licensed Software. Licensee understands and agrees that Selectron may make modifications and updates to the Licensed Software from time to time. Selectron may determine in its sole discretion whether to provide such modifications and updates to Licensee and its other customers as an Update hereunder, or whether such modifications andupdates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

3.8 Further Licensee Obligations. Licensee shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

4.1 Service Fees. Licensee shall pay to Selectron service fees ("**Service Fees**") in the amounts and according to the terms and conditions set forth in Exhibit A. In addition to the payment of Service Fees, unless different terms are provided for in Exhibit A, Licensee agrees to reimburse Selectron for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Selectron in connection with the performance of any Services.

4.2 Payment Terms. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due thirty (30) days from the date of invoice, and any amounts not paid when due will incur late fee charges at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is lower, calculated on a daily basis. If any amounts are past due and outstanding, Selectron reserves the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the Services until all outstanding amounts are paid. Selectron is entitled to recover all costs of collection, including attorney's fees and related expenses.

4.3 Disputed Amounts. Any disputed charges must be presented by Licensee to Selectron in writing within fifteen (15) days of the date of invoice, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice within fifteen (15) days of Selectron's receipt of Licensee's written notice of dispute. In the event Licensee disputes any amounts invoiced by Selectron in good faith, the undisputed amount shall be paid when due, and only disputed amounts shall be withheld pending resolution of the dispute. If payment ofa disputed amount has already been made and later resolution of the dispute is in Licensee's favor, a credit will be issued by Selectron to Licensee on the nextinvoice.

4.4 Fee Increases. During the Initial Term, the Service Fees set forth in Exhibit A shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees by providing Licensee with notice of such increase or change at least ninety (90) days prior to the effective date of such increase or change. Licensee's sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Selectron within twenty (20) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

4.5 Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Licensee shall pay, indemnify, and hold Selectron harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Licensee and any services rendered to Licensee; provided, however, that Licensee shall not be responsible for paying any taxes imposed on, or with respect to, Selectron's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Proprietary Rights

As between Selectron and Licensee, Selectron and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy

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or Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. Licensee agrees to take any action reasonably requested by Selectron to evidence, maintain, enforce, or defend the foregoing. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Selectron's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and Licensee shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the disclosing party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "**receiving party**") may disclose Proprietary Information of the other party (the "**disclosing party**") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "**Representatives**") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "**Proprietary Information**" belonging to a disclosing party includes, but is not limited to, such disclosing party's (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees, and (d) other information about or belonging to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Proprietary Information, even if developed in whole or in part by the receiving party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Selectron. For further clarity, Licensee Data is and shall remain the Proprietary Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (c) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate, municipal, or governmental powers, as the case may be (b) has been duly authorized by all necessary corporate, municipal, or governmental action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any law, regulation, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation. If Licensee finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Selectron with a written report that describes such failure

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in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with Exhibit B hereto. Outside the United States, this limited warranty is only available with proof of purchase from an authorized source. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SELECTRON, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS
AGREEMENT. This Section states the entire liability of Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty.

7.3 Limited Services Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the breach is not commercially feasible, Selectron shall credit Licensee for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired.

7.4 Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND SECTION 8.5.5 CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN SECTION 7 AND SECTION
8.55 OF THIS AGREEMENT.

7.5 Defects Not Covered by Warranties. Selectron shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Selectron;
(b) transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Selectron; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

8. Security

8.1 Internet Security. Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any third-party technologies' or services' ability to meet Licensee's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized users, e.g., hackers; or

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(c) any other third party or activity beyond Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of Section 8.4 or 8.5.

8.2 Remote Access Security. In order to enable code development and support and maintenance of the software, Selectron may require remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Licensee solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Licensee's responsibility to ensure that the remote access method meets Licensee's security requirements. Selectron makes no representations or warranties to Licensee regarding the remote access software's ability to meet Licensee's security or privacy needs. Selectron also makes no recommendation for any specific package or approach with regard to security. Licensee is solely responsible for ensuring a secure network environment.

8.3 Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication for Licensee's employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if Licensee, Licensee's employees, or Licensee's end user suffer injury or damage due to the failure of outbound services to operate, even though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's gross negligence or willful misconduct.

8.4 Privacy and Security Standards. Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

8.5 PCI Compliance. Selectron warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data environment that are used in Selectron's collection, transmittal, or other processing of PCI Data on behalf of Licensee are and shall remain compliant with the applicable provisions of PCI DSS; and (b) Selectron PayEngine™, Selectron's proprietary payment application, is and shall remain compliant with PA-DSS. On an annual basis or upon Licensee's request, Selectron shall provide Licensee with an Attestation of Compliance or Attestation of Validation confirming such compliance.

8.6 Incident Response. In the event Selectron becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of PCI Data, Selectron shall (a) notify Licensee, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee's notification to affected individuals if such notification is required by applicable law or regulation, and (e) perform all such other acts, or cooperate with Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation.

8.7 Limited Scope of PCI Data Processing. The parties acknowledge that Selectron's sole processing of PCI Data on behalf of Licensee shall consist of (a)

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collecting PCI Data needed to facilitate payments to Licensee, (b) transmitting such PCI Data to a third party payment gateway designated by Licensee, and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After transmittal of PCI Data to the payment gateway, Selectron will not retain, store, or continue to use or process such PCI Data.

8.8 Data Transfers Between Licensee and Selectron. The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee shall regularly transfer Licensee Data to each other. Licensee, not Selectron, is responsible for providing and maintaining a secure file transfer protocol for such transfer of Licensee Data, and shall be responsible for maintaining the security of the system components, environment, and procedures of such file transfer protocol.

8.9 Licensee's Privacy Practices. Licensee acknowledges that the Licensee Data includes information about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which Licensee is subject.

9. Indemnification

9.1 Infringement Indemnity Obligations of Selectron. Selectron shall defend any action brought against Licensee to the extent it is based on a third party claim that use by Licensee of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option (a) procure for Licensee the right to continue using the potentially infringing materials; (b) replace or modify the potentially infringing materials to make them non-infringing; or (c) terminate this Agreement and provide Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a five (5) year straight-line basis. This Section 9.1 states the entire liability of Selectron and the exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

9.2 Infringement Indemnity Obligations of Licensee. Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of other than the then-current, unaltered version of the Licensed Software that incorporates all Updates; (c) Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (e) any third party software; (f) any Licensee Data; or (g) Licensee's breach or alleged breach of this Agreement. Licensee shall indemnify, defend, and hold Selectron harmless for, from and against all liabilities, costs, damages, and expenses (including reasonable attorney's fees) awarded against or incurred by Selectron in such action(s) that are attributable to such claim.

9.3 Security Related Indemnity Obligations of Selectron. If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee as a result of such Security Incident, including the reasonable costs of investigation and reasonable costs of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other

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fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Selectron has consented to (collectively, "**Losses**").

9.4 Security Related Indemnity Obligations of Licensee. Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by Licensee's breach of Sections 8.8 or 8.9 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any third party (other than Selectron's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), including without limitation any of the following acts or omissions: (a) their loss of control of any device, (b) their failure to maintain the confidentiality of log-in credentials, (c) their transmission of data via methods that are not secure, (d) their failure to maintain systems and environments that are compatible with any Update, (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards, or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol maintained by Licensee pursuant to Section 8.8. Licensee shall indemnify, defend, and hold harmless Selectron for, from and against all Losses arising from any such Security Incident or Licensee's breach of Sections 8.7 or 8.8, including without limitation any expenses incurred by Selectron in complying with its obligations under Section 8.6.

9.5 Conditions for Indemnification. The parties' indemnification obligations hereunder shall apply only if (a) the party to be indemnified (the "**indemnitee**" notifies the party obligated to indemnify them (the "**indemnitor"**) in writing of a claim promptly upon learning of or receiving the same; and (b) the indemnitee provides the indemnitor with reasonable assistance requested by the indemnitor, at the indemnitor's expense, for the defense and settlement, if applicable, of any claim. The indemnitee's failure to perform any obligations or satisfy any conditions under this Section 9.5 shall not relieve the indemnitor of its obligations hereunder except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

9.6 Control of Defense. After receipt of notice of a claim, the indemnitor shall be entitled, if it so elects, at its own cost, risk and expense (a) to take control of the defense and investigation of such lawsuit or action; and (ii) to employ and engage attorneys of its own choice to handle and defend the same; *provided, however,* that the indemnitee's consent shall be required for any settlement that does not include a full release of all claims. If the indemnitor fails to assume the defense of such claim within ten (10) business days after receipt of notice of the claim, the indemnitee will (upon delivering notice to such effect to the indemnitor) have the right to undertake, at the indemnitor's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnitor; provided, however, that such claim shall not be compromised or settled without the written consent of the indemnitor. The party that assumes control of the defense of the claim will keep the other party reasonably informed of the progress of any such defense, compromise or settlement. Notwithstanding the foregoing, the indemnitee shall be entitled to conduct its own defense at the cost and expense of the indemnitor if the indemnitee establishes that the conduct of its defense by the indemnitor would reasonably be likely to prejudice materially the indemnitee due to a conflict of interest between the indemnitee and the indemnitor; and provided further that in any event, the indemnitee may participate in such defense at its own expense.

10. Limitation of Liability

10.1 Limited Remedy. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SELECTRON OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SELECTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

10.2 Maximum Liability. Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the lesser of: (a) the amounts actually received by Selectron from Licensee hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim; or (b) the amount actually covered and paid by Selectron's insurance carrier for the applicable claim. Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that

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Selectron would not enter into this Agreement without the limitations on liability set forth in this Agreement. This limitation of liability provision does not reduce available insurance.

11. Term and Termination

11.1 Term. The term of this Agreement shall commence on the Effective Date and continue for an initial period of four (4) years therefrom (the "**Initial Term**"), and shall may renew for successive one (1) year periods (collectively, the "**Term**"). If Licensee cancels prior to the end of the Initial Term of four (4) years, all fees for the Initial Term of this agreement that are unpaid will become immediately due.

11.2 Termination for Default. If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60) day-period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Licensee breaches the EULA or Sections 2.2, 5 and/or 6 of this Agreement, Selectron may immediately terminate this Agreement. Licensee shall notify Selectron within twenty-four (24) hours of Licensee's becoming aware of any breach (other than by Selectron) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 5 or 6.

11.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Licensee shall, at its sole expense, return to Selectron (or destroy, at Selectron's sole election) all Licensed Software and Proprietary Information of Selectron (and all copies, summaries, and extracts thereof) then in the possession or under the control of Licensee and its current or former employees. Licensee shall furnish to Selectron an affidavit signed by an officer of Licensee certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1 ("Definitions"), 2.2 ("Software Restrictions"), 2.3 ("Data Restrictions"), 2.4 ("Rights in Aggregate Data"), 4 ("Fees and Payment") (with respect to amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions").

12. General Provisions

12.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of) (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the address set forth on the signature page below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1).

12.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A.,

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without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or federal courts located in Placer County, California, U.S.A.

12.3 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.4 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs and reasonable attorney fees paid or incurred.

12.5 Injunctive Relief. In the event that Licensee breaches any provision of the EULA or Sections 2, 5, or 6 or any other material provision of this Agreement, Licensee acknowledges and agrees that there may be no adequate remedy at law to compensate Selectron for such breach, that any such breach may result in irreparable harm to Selectron that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Selectron shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Selectron may have at law, in equity, under this Agreement, or otherwise.

12.6 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

12.7 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.4 will remain in effect notwithstanding the unenforceability of any other provision hereof.

12.8 Independent Contractor Relationship. Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.9 Force Majeure. Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.10 Public Announcements. Licensee shall cooperate with Selectron so that Selectron may issue a press release concerning this Agreement; provided, however, Selectron may not release any such press release without the prior approval of Licensee (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Selectron shall have the right to use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

12.11 U.S. Government Rights. (a) The Licensed Software is a "commercial item," as that term is

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defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R 227.7202-1 through 227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Licensee is a governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the Licensed Software under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron.

12.12 Export Controls. The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee shall defend, indemnify and hold Selectron and allsuccessors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Licensee's violation of such export control laws. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.13 Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.14 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

12.15 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement.

12.16 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

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EXHIBIT A

Scope of Work

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EXHIBIT B

Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Selectron shall provide for Licensee.

I. Definitions

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

A. "**Error**" means any failure of the Licensed Software to conform in any material respect with the Documentation.

B. "**Error Correction**" means either a bug fix, patch, or other modification or addition that brings the Licensed Software into material conformity with the Documentation.

C. "**Priority A Error**" means an Error that renders Licensed Software inoperative or causes a complete failure of the Licensed Software, as applicable.

D. "**Priority B Error**" means an Error that substantially degrades the performance of Licensed Software, as applicable, or materially restricts Licensee's use of the Licensed Software, as applicable.

E. "**Priority C Error**" means an Error that causes only a minor impact on Licensee's use of Licensed Software, as applicable.

II. Error Reporting and Resolution

A. Error Reporting. Selectron shall provide Licensee with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Selectron's normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Selectron holidays.

B. Licensed Software Error Resolution. Selectron shall use commercially reasonable efforts to: (a) notify applicable Vendors of all Licensed Software Errors properly reported by Licensee in accordance with Section II(A) of this Exhibit B; (b) make available to Licensee any Error Corrections that are made available by such Vendor(s) to Selectron promptly after such Error Corrections are delivered to Selectron; and (c) update Licensee with respect to the progress of the resolution of all Licensed Software Errors.

C. Error Resolution. Licensee shall report all Errors in the Licensed Software to Selectron in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Selectron shall use commercially reasonable efforts to correct any Error in the Licensed Software reported by Licensee, in accordance with the priority level actually assigned by Selectron to such Error, as follows:

1. Priority A Errors. In the event of a Priority A Error, Selectron shall, within two (2) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within twenty-four (24) hours of receiving Licensee's report of such Error, and an Error Correction within forty-eight (48) hours of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every eight (8) hours) on the status of the Error Correction.

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2. **Priority B Errors**. In the event of a Priority B Error, Selectron shall, within six (6) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within forty-eight (48) hours of receiving Licensee's report of such Error, and an Error Correction within six (6) business days of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Error Correction.

3. **Priority C Errors**. In the event of a Priority C Error, Selectron shall, within two (2) business days of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within six (6) business days of receiving Licensee's report of such Error, and an Error Correction within three (3) weeks of receiving Licensee's report. Selectron shall provide Licensee with periodic reports on the status of the Error Correction.

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EXHIBIT C

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EXHIBIT D

SELECTRON TECHNOLOGIES, INC.

END USER LICENSE AGREEMENT

This End User License Agreement (this "**EULA**") is part of a Master Services and Hosting Agreement (the "**Master Agreement**") between Selectron Technologies, Inc., an Oregon corporation ("**Selectron**", "**we**", "**our**", or "**us**") and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us ("**Licensee**"). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an "**Authorized User**"). In this EULA, unless the context clearly indicates otherwise, all references to "**you**," or "**your**" means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

SELECTRON PROVIDES THE LICENSED SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, SELECTRON WILL NOT AND DOES NOT LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MUST NOT USE OR ACCESS THE SOFTWARE.

1. License Grant. Subject to your strict compliance with this EULA, Selectron hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Licensed Software solely in accordance with the Documentation, the Master Agreement, and this EULA, for Licensee's internal business purposes. The foregoing license will terminate immediately on the earlier to occur of:

(a) the expiration or earlier termination of the Master Agreement between Selectron and Licensee; or

(b) your ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

2. Scope of License. Subject to and conditioned upon Licensee's timely payment of the fees set forth in the Master Agreement and your strict compliance with all terms and conditions set forth in this EULA and the Master Agreement, you have a limited right and license to:

(a) Use and access the Licensed Software in accordance with this EULA and the Documentation, solely for Licensee's internal business purposes.

(b) Download, display, and use the Documentation, solely in support of Licensee's use and access of the Licensed Software in accordance herewith.

(c) Download, display, copy, use, and create derivative works of reports and structured data generated using the Licensed Software, solely for Licensee's internal business purposes.

3. Copies. All copies of the Licensed Software and Documentation made by you:

(a) Will be the exclusive property of Selectron;

(b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

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(c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

4. Use Restrictions. You shall not, directly or indirectly:

(a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA;

(b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA;

(c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof;

(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;

(e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software, except as expressly permitted by the Master Agreement or this EULA;

(f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service, except as expressly permitted by the Master Agreement or this EULA;

(g) Use the Licensed Software for the commercial or other benefit of a third party;

(h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party;

(i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof;

(j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials;

(k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, except as expressly permitted by the Master Agreement or this EULA;

(l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.

(m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or

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any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments;

(n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or

(o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

5. Collection and Use of Information. Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

6. Intellectual Property Rights. You acknowledge that the Licensed Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Software under this EULA or the Master Agreement, or any other rights to the Licensed Software other than to use the Licensed Software in accordance with the license granted under this EULA and the Master Agreement, subject to all terms, conditions and restrictions contained therein and herein. Selectron reserves and shall retain its entire right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software, subject to the licenses expressly granted in the Master Agreement and this EULA. You shall use commercially reasonable efforts to safeguard all Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

7. Login Credentials. You, the Authorized User, shall not share or disclose your log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

8. Export Regulation. The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

9. Governing Law. This EULA shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.

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EXHIBIT E

HOSTING, MAINTENANCE, AND TECHNICAL SUPPORT

This Exhibit provides the terms and conditions and service levels for Selectron's Hosting and Maintenance of the Licensed Software, including both the production and test severs.

1.0 DEFINITIONS

Any capitalized terms used in this Exhibit, "Hosting, Maintenance, and Technical Support," that are not defined below shall have the same meaning as defined in Section 1 of the Agreement. The following definitions are used only within this Exhibit and shall have the meaning stated herein only for application within this Exhibit.

"Basic Support Hours" shall mean Monday through Friday, 5:00 am to 5:00 pm Pacific Time, excluding United States statutory holidays.

"Downtime" means minutes when the Licensed Software is unavailable.

"Emergency Maintenance" means Maintenance performed in response to a Force Majeure Event or with the aim to prevent an Error; Selectron shall notify the City as soon as possible, but no later than within two hours after commencement of Emergency Maintenance.

"Error" means any failure of the Licensed Software or the Service, as applicable, to conform in any material respect with the Documentation.

"Error Correction" means either a bug fix, patch, or other modification or addition that brings the Licensed Software or the Service, as applicable, into conformity with the Documentation.

"Maintenance" means Services provided by Selectron to the City to keep the System conforming to the Documentation and to respond to requests by the City.

"Priority A Error" means an Error that causes the Licensed Software or Services to be (i) severely impacted, resulting in a complete loss of Access or Use, or (ii) significantly degraded resulting from an essential element of the Licensed Software or Services being non-functional and materially unavailable to a material percentage of Authorized Users without a Workaround being available.

"Priority B Error" means an Error that (i) substantially degrades the performance of the System, (ii) materially restricts Customer's Use of the System, or (iii) causes the System to be materially unstable or have periodic interruptions over a sustained period of time.

"Priority C Error" means an Error that (i) causes only a minor impact on Customer's Use the System, (ii) causes a minor degradation not visible to Users, or (iii) that is cosmetic or otherwise not material to the essential functions of the System.

"Scheduled Maintenance" means the number of minutes that is scheduled for regular maintenance on the System, maintenance normally occurs weekly on any weekday between 09:00pm to 06:00am Pacific Time with a maximum planned Downtime of 240 minutes per month. Whenever possible the City will be provided advance written notice of Downtime relating to Scheduled Maintenance.

"System Availability" means the total number of minutes within the applicable month less any time designated by Selectron as planned Downtime.

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"Scheduled Downtime" means Scheduled Maintenance, Customer Configuration Maintenance, and Emergency Maintenance.

"Unscheduled Downtime" means a System outage (other than those arising from Maintenance, Scheduled Maintenance, Emergency Maintenance, events of Force Majeure, or City systems or the City 's third party systems) that prevents City Users or the City 's end users from consummating transactions.

"Workaround" means with respect to any Error, the provision of a temporary repair used to bypass, mask or otherwise avoid the Error until a permanent repair is available.

2.0 ERROR REPORTING

2.1 Selectron shall provide Maintenance and Error Corrections to the Licensed Software and Services as required to keep the Licensed Software and Services performing in all respects to the Documentation, and to correct reported Errors that are diagnosed by the City. Selectron shall coordinate isolation and diagnosis of Errors, testing and repair work for the response, tracking, and resolution of all Errors.

2.2 Selectron shall provide Customer with telephone support twenty-four (24) hours per day, seven (7) days per week for the reporting of and response to Priority A Errors, and telephone support during Basic Support Hours for the reporting of Priority B and Priority C Errors.

2.3 When reporting an Error, the City will provide Selectron with sufficient explanation of the circumstances under which the Error occurred or is occurring, and the City shall reasonably classify the Error as a Priority A, B, or C Error.

3.0 ERROR RESPONSE AND RESOLUTION

3.1 Selectron shall use commercially reasonable efforts to correct Errors. Selectron shall provide a first response, first update and subsequent updates for each Error according to time periods described in the following table, in accordance with the priority level actually assigned by the City to such Error.

Incident	First Response	First Update	Subsequent Updates	Resolution
Priority A Error	1 hour after report of Error is received in accordance with Section 2	1 hour after First Response	Every 2 hours	Workaround within 24 hours; Error Correction within 48 hours, or other time as mutually agreed
Priority B Error	3 hours during Basic Support Hours after report of Error is received in accordance with Section 2	2 hours after First Response during Basic Support Hours	Every 2 hours during Basic Support Hours	Workaround within 2 Business Days; Error Correction within 5 Business Days, or other time as mutually agreed
Priority C Error	3 business days after report of Error is received in accordance with Section 2	5 business days after First Response	5 business days	Workaround within 6 Business Days; Error Correction within three weeks, or other time as mutually agreed

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3.4 A response may be provided to the City by email. A status update on the Error may be provided by email or may be made available online, on a status website which has been communicated to the City. Each update shall include a description of (a) functionality affected; (b) the start time of the Error; and (c) current status of Error Correction.

3.5 If the Parties have a good faith dispute whether an Error is priority level B or C, the Parties shall negotiate in good faith, including escalation to their respective executives, for resolution within three (3) Calendar Days of notice of the dispute. The Parties, in their respective discretion, may mutually agree to an alternative dispute resolution process for prompt and discrete resolution of the Severity Level dispute.

4.0 SYSTEM AVAILABILITY

4.1 Selectron's goal for System Availability is set forth in the table below.

Service Level	Goal	Measure Start	Measure End
System Availability (24x7x365)	99.9%	First day of the month	Last day of the month

System Availability shall be measured over the period of each calendar month and calculated as set forth above. System Availability shall be measured on a pro-rated basis for the month of Acceptance.

4.2 Availability shall be calculated as a percentage using the following formula:

System Availability = (total minutes in given month minus Unscheduled Downtime)
divided by total minutes in a given month

The System Availability and goal is for the production server only. The test server shall be considered independent and not calculated as part of System Availability.

5.0 CREDIT FOR FAILURE TO ACHIEVE SYSTEM AVAILABILITY GOAL

5.1 In the event the goal for System Availability is not attained in any given calendar month, the City may continue to Use the System, and Selectron shall credit the City the following percentage of the monthly production IVR Call and Hosting fees paid by the City, based on the System Availability for a given calendar month.

Downtime Measurement	System Availability (estimate)	County Credit
Up to **48 hours** of cumulative Unscheduled Downtime	93% - 100%	No City credit
Up to **72 hours** of cumulative Unscheduled Downtime	90% - 92.99%	10% of one month's fee credit
Up to **96 hours** of cumulative Unscheduled Downtime	87% - 89.99%	25% of one month's fee credit
Up to **120 hours** of cumulative Unscheduled Downtime	83% - 86.99%	40% of one month's fee credit
More than **144 hours** of cumulative Unscheduled Downtime	80% - 82.99%	100% of one month's fee credit

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6.0 BACK-UP

6.1 Selectron shall back up City data collected by Selectron on a periodic basis throughout the day, with a full backup performed nightly. On a weekly basis, Selectron shall verify such backups are complete, accurate, and accessible. The combination of incremental and daily backups will ensure that no more than twenty-four (24) hours of data loss will be incurred in the event of a disaster.

6.2 Within the primary datacenter, Selectron shall maintain redundancy for all required server, storage, data base, network, and Internet connectivity to prevent against disruption of the System due to a single hardware device or connectivity failure.

7.0 DISASTER RECOVERY

7.1 In the event that Selectron declares a "disaster" status (as described in section 7.2 below), Selectron will use best efforts to restore the system at a secondary hosting site (either the current alternate collocation site or Selectron's own facilities) on a temporary basis. This effort may take between 2 and 10 days, or longer, and requires support from the City. As the solution is a complex system reliant on third party systems, Selectron's ability to restore the system will be limited to the elements within Selectron's immediate control. Examples of other systems that could delay restoration include the hosted backend database, the City's network, the regional and national telephone and internet backbones, as well as other interdependent systems.

7.2 Declaration of Disaster Status. Selectron will declare "disaster" status within one day of its reaching the reasonable belief that an event will cause a complete loss of Service for seventy-two (72) hours or more. At this time Selectron will use its best efforts to contact the City to initiate a recovery plan. The City will be requested to provide direction on priority and availability of necessary assistance for restoration. Selectron will begin recovery efforts coordinated with the City's priorities for bringing systems back on line.

8. EXCEPTIONS

The terms of this Exhibit do not apply during the following times of exception:

8.1 Service outages beyond Selectron's immediate control, such as Force Majeure Events or an outage caused by the City, such as the City's permitting or utility databases being unavailable.

8.2 Outages following a scheduled Update or Upgrade of the Software, where the City did not participate in coordinated functional testing and the coordinated functional testing could have reasonably determined the issue.

8.3 Outages during the initial project implementation phase, or any subsequent major changes to the Software and/or Hosting environment that the City requests, or any major changes being made to the City's networks or systems.

9.0 LIMITATIONS

9.1 The terms and conditions of this Exhibit apply only to Services related to the production and test environments of the Licensed Software and Services in conformity with the Documentation.

9.2 Unless agreed to by the Parties in writing, this Exhibit does not apply to, and the City may not deploy to City's end users, the Licensed Software on beta, test and other pre-production release Hardware or operating systems.

9.2 Services provided by Selectron under this Exhibit do not include the restoration of data which has been modified or deleted by the City, the provision of additional training because of Updates to the Licensed Software,

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consulting and training regarding the Use of the Licensed Software or Services and the adjustment of interfaces within the City's systems.

COUNCIL COMMUNICATION

CC #: 2299
File #: 0200

Title:	Software Licensing and Managed Services Support - Contract Purchase Agreement and Contract Purchase Agreement Amendment
Contact:	Lisa Gist 916-774-5340 lgist@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt resolutions to approve a contract purchase agreement (3002326) for managed services software support with Workforce Software, LLC and a contract purchase agreement amendment (3000521) for software licensing with Workforce Software, LLC, and authorize the City Manager to execute them.

Staff further requests City Council authorize the City Manager or his designee to execute four (4) additional one (1) year renewals for the managed services software support contract purchase agreement (3002326) without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The City contracted with Workforce to implement a citywide timekeeping and leave management system that went live in May 2021. In November 2021, the Council approved an amendment to the Application Managed Services and Software as a Service (SaaS) Agreement with lower amounts because the City decided not to implement two of the originally agreed-upon modules. City staff and Workforce now propose to separate the agreement into two Contract Purchase Agreements so that the service periods and contract amounts for support and licensing may be managed independently. Additional Terms and Conditions are recommended to be added to the SaaS contract to clarify the use of subcontractors and the ability to upgrade the SaaS service, without fiscal impact.

FISCAL IMPACT

The annual cost for the first year of the managed services agreement (3002326) is $87,000. Funding is included in the Finance Department's FY2022-23 budget in the General Fund. Staff anticipates that the annual cost for each of the optional renewal years will be below $75,000. The

cost of the software licensing agreement (3000521) remains as previously approved at a total cost of $300,000 for five years.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The approval of a contract purchase agreement and contract purchase agreement amendment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

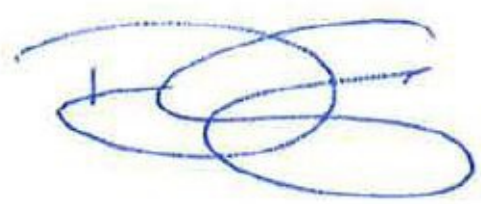
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Lisa Gist, Finance Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-353

Workforce Software Agreement 3002326 Managed Services

Resolution 22-354

Workforce Software Agreement 3000521 Amendment 3 Software Licensing

RESOLUTION NO. 22-353

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WORKFORCE SOFTWARE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002326) for managed services software support, between the City of Roseville and Workforce Software, LLC, has been reviewed by the Council; and

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

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Contract Purchase Agreement 3002326

Supplier Details:

Company	Workforce Software LLC
Contact	Robert Glatt
Address	38705 Seven Mile Road Suite 300
	Livonia, MI 48152

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

Contract Purchase Agreement 3002326

Agreement	**3002326**
Agreement Date	**23-JUN-2022**
Revision	**0**
Agreement Amount	**87,000.00 USD**

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

Supplier
Workforce Software LLC
38705 Seven Mile Road Suite 300
Livonia, MI 48152
Phone: (951) 296-5523
Fax: ()
Email: rglatt@workforcesoftware.com

Description of Labor, equipment and/or materials

Vendor shall provide Managed Services support portion of the City of Roseville Request for Proposal (RFP) 400-001 in accordance with the attached WorkForce Software LLC Application Managed Services Statement of Work dated 8/1/22.

Start Date: Upon Executed Agreement
End Date: 7/31/23

Please contact Lisa Gist in Finance at (916)774-5340 or by email at lgist@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11480	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

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

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

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Contract Terms and Conditions

Negotiated Terms and Conditions for Workforce Software LLC, revised 6/4/20 MC

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

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

3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part. Notwithstanding the foregoing, consent is not required for an assignment of this Agreement in connection with a sale or disposition of a majority of all the assets, voting securities or equity interests of Consultant, or a reorganization, merger or similar transaction of Consultant.

4. Time is of the essence of this Agreement.

5. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement, or as permitted by the Master Consulting Agreement and SaaS Agreement.

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

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

8. Intentionally Omitted.

9. Intentionally Omitted.

10. Consultant agrees to the below insurance requirements:

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

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

    c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional

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

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

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

d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or material modification of any insurance required by this Agreement which would make it noncompliant with this agreement.

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

f. Intentionally Omitted.

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

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

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

11. Subject to Section 3.4 of the SaaS Agreement and Section 9 of the Master Consulting Agreement, Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

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

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the

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

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

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

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

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

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

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

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

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

22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise

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

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

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

25. Intentionally Omitted.

26. Intentionally Omitted.

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

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

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

Roseville Business License No. N/A

Contractor License No. N/A

DIR Registration No. N/A

Check mark the applicable company type below:

_____ Corporation

____**X**_____ Limited Liability Company

_____ Partnership

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_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C
REV 6/4/20 MC

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES
Negotiated for Workforce Software LLC, revised 6/4/20 MC

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 10 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

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Supplier	
Signature:	DocuSigned by: Mike Morini 453E182C20CA4DE...
Print Name:	Mike Morini
Title:	CEO

Supplier	
Signature:	
Print Name:	
Title:	

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

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in

workforce SOFTWARE | MAKING WORK EASY

CITY OF ROSEVILLE

Application Managed Services
Statement of Work

August 1, 2022

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CONFIDENTIAL INFORMATION

This document contains confidential and proprietary information belonging to WorkForce Software, LLC ("WorkForce") and is intended only for the use of Customer (as defined below). Any reproduction of this document in whole or in part, or the divulgence of any of the information contained herein without the prior written consent of WorkForce is prohibited. The information contained in this document is joint confidential information of WorkForce and Customer.

VERSION HISTORY

Update	Description	Author
05-12-2022	Initial Version	Tyler Cloutier

WorkForce Software, LLC
38705 Seven Mile Road
Suite 300
Livonia, MI 48152

www.workforcesoftware.com
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1-877-4-WFORCE

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1. Introduction

City of Roseville, herein referred to as "Customer" has selected WorkForce Software, LLC, herein referred to as "WorkForce", to provide a Managed Services Support Plan ("MSSP") for the Online Service under the terms of the Contract and this SOW for the MSSP Support Fees specified herein. The MSSP shall provide services in addition to the obligations of WorkForce under the terms of the WorkForce Time and Attendance Support Plan. A modification of the terms of this SOW shall not be considered a modification of the standard support obligations of WorkForce under the Contract.

This SOW is attached to the Master Consulting Agreement, dated June 17, 2020 (the "Contract") by and between the Customer and WorkForce.

The parties acknowledge that they are parties to an Application Managed Services Agreement dated June 17, 2020 (the "Previous SOW") with an initial two-year term which expires Jun 31, 2022 and which automatically renews pursuant to the terms thereof. The parties agree that, upon signature hereto, this SOW is intended to replace the Previous SOW, and as such the Previous SOW shall not automatically renew and shall terminate on August 1, 2022.

2. Definitions

This section defines specific terms used within this document and when capitalized shall have the meaning as defined below. Terms not defined herein shall have the meaning set forth in the Contract.

a) "Configuration" shall mean any changes made to the application using the Policy Editor, interface scripts and report files residing within the Policy Editor, changes to Analytics and queries used to manage items within the configuration.

b) "Full-time Equivalent" ("FTE") shall mean a unit that indicates the combined workload of dedicated resources. An FTE of 1.0 is equivalent to a full-time worker (estimated as 40 hours per week for 52 weeks per Plan Year) excluding designated holidays. Holidays include the observed holiday days of New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve.

c) "Incremental Services" means services requested by Customer Sponsor in writing, not covered under the MSSP. Customer Sponsor and WorkForce are jointly responsible for ensuring that requests are within the spend authorization of the contract and its amendments. Such services are provided under the Contract.

d) "Managed Services Support" ("MSS") means services offered by WorkForce which provides for services defined by the Scope section of this document, and within the skillsets of FTE capacity assigned.

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e) "MSSP" means a service plan offered by WorkForce for MSS, as detailed in the Scope section below.

f) "MSSP Support Fees" shall mean the fees for an MSSP.

g) "MSSP Support Period" shall mean the period of time that Customer is covered under an MSSP.

h) "Resource Capacity" shall mean the staffing level at which WorkForce provides configuration management services support to Customer. Contracted Resource Capacity is set forth in Levels of Service section. The Resource Capacity set forth in Section 3 (MSSP Service Descriptions) below shall not be exceeded except as set forth in Section 3a and 3b below (Service Conditions).

3. Levels of Service

MSSP Service Descriptions

Service	Description
Configuration Support & Expertise	Support of Customer requirements and configuration as defined in the Configuration Support and Expertise Activities Scope (Section 4.2)
Configuration Management & Consulting	Modification or enhancement of Online Service configuration as defined in Configuration Management Activities Scope (Section 4.3)
Availability	Access to the Managed Service team Monday through Friday, excluding holidays ("Business Days") between 9:00 am and 6:00 pm Eastern Time ("Business Hours")
Resource Capacity	Configuration Management Service Support is subject to a total capacity constraint ("Resource Capacity") of 0.25 FTE. Customer has the ability to shift up to 20% of the quarterly capacity to the immediate previous or future quarter.
Response Time	Response time is within 24 Business Hours for tickets submitted through the approved process
Time to Complete	Configuration Management: Draft requirements document and delivery plan typically provided within four Business Days if the total effort is estimated to be eighty hours or less. For more complex requests, WorkForce will provide an estimated delivery date within four days.

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Service	Description
	Timeline for request to be developed and deployed will be mutually agreed upon by the MSS team and Customer.
Authorized MSS Contacts	Up to two (2) Customer individuals authorized to request and approve work performed under the MSSP.
Request Management	Requests will be submitted using the WorkForce support system, currently Salesforce Service Cloud.
Reporting	WorkForce will provide a monthly Resource Capacity report which includes the FTE capacity utilized during the month.

3.1. Service Conditions

a) Should the Configuration Management Services effort (actual plus planned) exceed Resource Capacity, 1) delivery timelines shall be extended to bring the effort to within Resource Capacity, 2) work in excess of the Resource Capacity must be requested by Customer Sponsor in writing and be within the contractual authority spending limits of the contract and its amendments to be considered Incremental Services, or 3) the MSSP shall be amended to adjust Resource Capacity with fees commensurate to such adjustment.

b) MSS resources can be allocated to separately contracted projects at the discretion of Customer up to the total Resource Capacity.

c) To avoid a disruption in the MSS, Customer must pay the MSSP Support Fees in accordance with the Fees and Schedule section below.

d) MSSP Support Fees are non-refundable and the MSSP may not be altered without an amendment to this SOW. Notwithstanding anything to the contrary contained within the Contract to the contrary, this Application Managed Services Statement of Work may only be terminated due to a material breach by either party which, after written notice, is not cured within thirty (30) days.

e) All requests made of the MSSP Team will be delivered using the Request Management Process defined in this document in Section 8. All completed requests provided by WorkForce to Customer will be tested by Customer for completeness and acceptance as defined by the Acceptance Management Process defined in Section 7.

f) All travel approved by Customer will be invoiced monthly according to the terms and conditions of the Contract in addition to the MSSP Support Fees payable under this SOW.

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g) WorkForce approved non-U.S. based resources and WFS certified partners are allowed to work on the MSSP activities identified in Section 4. Responsibility for protecting the Customer's data resides with WorkForce.

h) All communication with WFS consultants will be conducted in English. Documentation produced by WFS or to be reviewed by WFS will be in English.

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4. Scope

This section details the complete scope of services to be provided by WorkForce resources under the MSSP. Work requested by Customer and performed by WorkForce resources that meets this Scope definition is considered work performed under this SOW. Any work requested by Customer that is outside of the Scope can only be performed under the terms of this SOW through a corresponding Project Change Order.

4.1. Out of Scope

The following activities are specifically excluded from the scope of this MSSP; this list is provided for clarity and is not all-inclusive of out-of-scope activities:

- Any individual request for Configuration Management Services that requires effort exceeding one (1) month of the Resource Capacity.
- Implementation of additional WorkForce Software product modules
- FTE towards specialized skills that are not listed in Section 6: WorkForce Roles & Responsibilities (e.g. Senior Project Managers, Database Administrators, Network Administrators, Performance Tuning Experts.)
- Support outside of Business Hours, except for work at mutually agreed times
- Any work activities not listed within scope below

4.2. Configuration Support and Expertise Scope

Upon request by Customer, WorkForce resources will perform the following subject matter expertise:

- Core team of Workforce staff who will be familiar with Customer's configuration to answer questions and provide recommendations
- Up to twice weekly 1:1 structured reviews of any planned or current configuration changes. This includes reviewing and offering feedback on the proposed system design and on the actual configuration once it is completed.
- Best practice recommendations for managing system environments and how configuration changes should be managed and promoted through each of the environments
- Best practice recommendations for project planning, requirements gathering, testing and deployment for any future or current projects.

4.3. Configuration Management and Consulting Activities Scope

Upon request by Customer, WorkForce resources will perform the following:

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Consulting

- Provide consulting by dedicated resource(s) related to WorkForce and industry best practices and trends related to configuration changes, strategic initiatives, and new releases.
- Summarize and reporting findings and analysis to enable well-informed decision making.
- Provide design services with support of HR and Product experts to review options and discuss pros and cons of making these changes. Consultation with the WorkForce Software Director of Compliance shall not constitute legal advice or the provision of legal services.
- Coordinate releases of client specific configuration, ad hoc changes, and post-upgrade enhancements based upon customer's desired cadence schedule.
- Make recommendations on process changes that will enable efficient and intended use of the application.
- Provide guidance on environmental management and design as requested.

Business Analysis

- Facilitate the implementation workforce management best practices and standards.
- Partner with customer teams during configuration and testing in order to create a specialized deployment plan.
- Identify application or process changes that will improve efficiencies.
- Identify modifications needed in existing configuration to meeting changing customer requirements.
- Analyze gaps or conflicting requirements and provide guidance or solutions on how rules work together.
- Serve as a subject matter expert to provide system recommendations or troubleshooting guidance.
- Provide insight on Human Resources and compliance related interpretations and best practices.
- Create detailed work plans to identify and sequence activities needed to successfully complete requested work.
- Support client testing phase with responsiveness and detailed follow through on issues and changes in a professional and timely manner.
- Define high-level data requirements based upon requests for changes.
- Develop requirements and design documentation for approval and acceptance, offering alternative solutions when applicable.
- Document standards and best practices for Design, Configuration and Testing. Documents will be stored/provided on a SharePoint location provided by Customer.

Configuration Management

- Complete configuration changes in the customer's development environment.
- Ensure configuration best practices are being utilized.

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- Document and manage configuration migrations through the environment life-cycle (Test, Production).

Program Management

- Coordinate WorkForce resources across multiple work streams.
- Manage team specializing in complex configuration and support.
- Manage team effectiveness driving change as needed to provide continuous service improvement.
- Encourage open communication between team members to identify opportunities to deliver a more effective service.
- Achieve consistent customer satisfaction rating and ensure timely responses to feedback on areas of improvement.
- Ensure quality, timely and budgeted completion of deliverables.

Product Expertise

- Configuration of the WorkForce product suite, including WorkForce Time and Attendance, Advanced Scheduler, Absence Compliance Tracker, Analytics, Fatigue Management, Forecasting and Scheduling, and Data Collection Terminals to support new customer requirements.
- Identify opportunities to reduce the number of interfaces, promote reusable objects, and enable application scalability and high performance, as practical.
- Performing configuration and scheduling tuning to improve the efficiency and reliability of program and minimize ongoing maintenance requirements.

MSS Administration

- Creation of supplemental documentation regarding the system processes, configuration and security.
- Monitoring, tracking, and reporting status.
- Securing necessary approval of all changes based upon the Request Management Process.
- Compiling and proactively managing issues lists.

5. Services Locations and Environments

WorkForce resources will perform onsite if requested by Customer for mutually agreeable dates and work and travel expenses approved in writing by Customer's sponsor.

The services performed under this SOW will be performed on the systems identified in the Contract provided by and hosted by WorkForce.

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6. Roles and Responsibilities

6.1. Customer Roles and Responsibilities

Customer is solely responsible to ensure Related Systems (as defined in the SaaS Agreement) and data in Customer systems that provide information to WorkForce Time and Attendance or receive information from WorkForce Time and Attendance operate properly. The support provisions of this SOW do not apply to Related Systems or problems in the SaaS Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WorkForce identify that the root cause of a problem is caused by problems in Related System it shall notify Customer.

Customer is required to provide support to the WorkForce team in order for WorkForce to meet our obligations under this SOW. The following resources/roles are required to be provided by Customer.

Role(s)	Responsibilities
Sponsor	This individual will champion MSS for Customer and will have the ability and authority to deploy Customer resources (directly or indirectly) as necessary to fulfill Customer obligations necessary for successful completion of MSS. The Sponsor serves as the point of escalation to address any issues, risks, approvals (financial as well as directional), and other related items that may occur throughout the delivery of MSS and is expected to provide guidance and support to the WorkForce and Customer teams.
Application Manager	This person has overall responsibility for service delivery for Customer and carries out the day-to-day assignment of duties to Customer staff as necessary. The Application Manager has the responsibility and authority to make decisions, resolve issues, and engage staff as required. The Application Manager keeps both WorkForce Software and Customer Sponsors aware of the decisions, commitments, and status of the service in a timely and efficient manner.
Functional Analysts and Subject Matter Experts	Share knowledge of current and required policies and procedures; engages in any requirement gathering activities and performs in-depth reviews of all interim and final approved changes; provides the expertise necessary to create the necessary test plans, and conducts testing, validation, and acceptance of any changes to the SaaS Service. This role is also responsible for test plan creation, development, execution and delivery to WorkForce Software, and coordination and completion of testing activities.

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Role(s)	Responsibilities
IT Systems Experts	These individuals are responsible for addressing any issues related to Customer owned and operated IT systems that impact the SaaS Service. These individuals are responsible for data, configuration, and system administration activities of these systems. They administer and monitor WorkForce Time and Attendance on behalf of Customer and work directly with the WorkForce team. They are conversant not only with the business practices and policies, but with the technologies required to support the application.
Technical Staff	Infrastructure Specialists - These individuals are the primary resources representing Customer's systems infrastructure. They serve as an interface point to other information systems that may be impacted. They provide support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications and network support. These resources provide direction on network infrastructure and time clock installation. Additional resources may be required to analyze, develop, test, and support Customer interfaces to the SaaS Service.
Training and Change Management Staff	Creates and delivers end user training, creates internal marketing collateral, and works to achieve "buy-in" for the project among end users.

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6.2. WorkForce Roles and Responsibilities

WorkForce shall support the SaaS Service under the terms of the Support Plan. However, any changes required to the configuration are maintained and supported through the terms of this SOW. If a configuration performed under the MSSP does not work properly in future product releases, this will be a support issue and will be resolved through the support and escalation process as described in the Support Plan.

WorkForce will provide resources to support the following roles at various points.

Role(s)	Responsibilities
Managed Services Manager	Responsible and accountable for the execution of the work performed under the MSSP. Primary contact for all MSS activities. Coordinates and manages the activities of the WorkForce MSS Team and measures, tracks, and evaluates progress against plans.
Functional Consultant	Works closely with the team to analyze and document requirements, demonstrate and clarify system functionality, provide WorkForce expertise, and recommend best practices and business process improvements.
Technical Consultant	Designs, configures and unit tests the application in accordance with the documented requirements and provides configuration support.
Quality Assurance Tester	The Quality Assurance tester executes test cases against the software configuration prior to delivery.
Integration Architect/Engineer	Defines and develops system interfaces to support integration with external systems, provides technical assistance necessary throughout the assignments.
Data Collection Engineer	Configures and test the WorkForce Data Collection Terminal in accordance with the documented requirements.
Reports Developer	Develops and tests customized reports and extends the analytics universe in accordance with the documented requirements.
Training Consultant	Develops standard training materials based on requirements.

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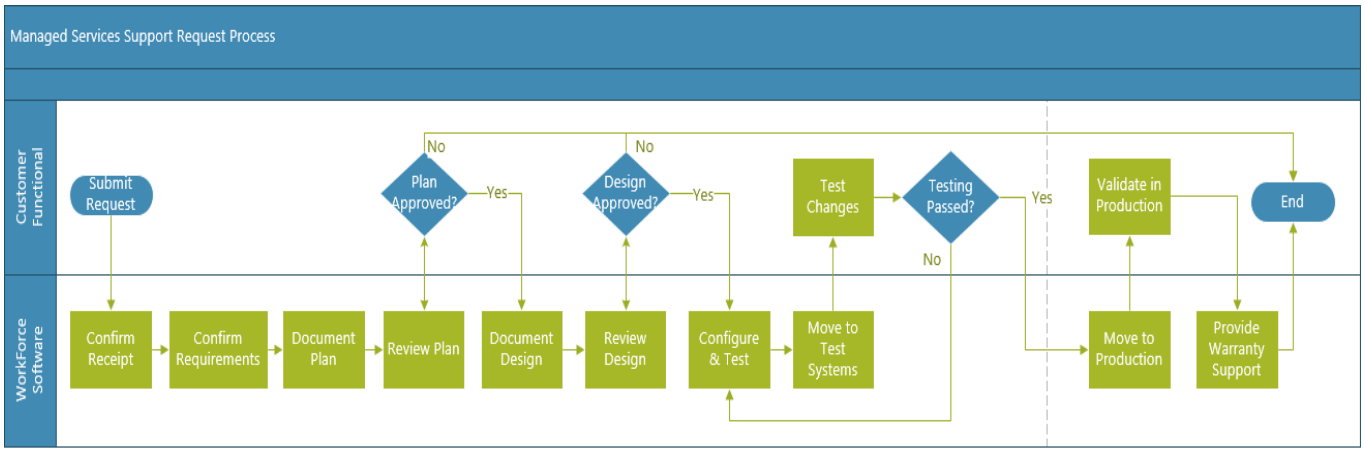
7. Acceptance Management

This section defines the formal Acceptance process that will be followed throughout the service. Acceptance of a work request by Customer indicates that WorkForce has provided the service according to the accepted requirements and design documented by written approval of Customer Authorized MSS contact.

Acceptance of services under this SOW is the responsibility of Customer's Authorized MSS Contact.

Completed services will be communicated by WorkForce in monthly Status Reports. If Customer reasonably determines that a service is incomplete, or otherwise materially unacceptable, Customer will document all deficiencies and communicate them to WorkForce within thirty (30) calendar days of receipt of the monthly Status Report. WorkForce will address all the deficiencies documented, or mutually agree with Customer to alternative actions.

8. Configuration Management & Consulting Request Management Process



1. Customer Work Requests are submitted via Salesforce ticket (or email to the ticketing system) routed to the MSS team for review, confirmation, estimating and planning.
2. WorkForce confirms receipt of Work Request based upon the timeline in Section 3, Levels of Service.
3. Requirements are confirmed by WorkForce with the Customer Authorized MSS Contact.
4. The draft requirements, plan and estimates are documented and reviewed with the Customer.
5. The plan is provided for acceptance and prioritization to the Authorized MSS Contact.

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6. If approved, the configuration changes are scheduled to be worked based on the current capacity of the team and Customer prioritization.
7. Once active, the approved work request is designed and reviewed internally by subject matter experts.
8. The design is then reviewed with the MSS team and submitted for acceptance to the Authorized MSS Contact.
9. Once the design is accepted by the Authorized MSS Contact, configuration begins based upon the approved plan. Configuration changes are tested by WorkForce to confirm functionality as expected.
10. WorkForce packages the configuration and migrates to the testing environments.
11. Acceptance testing is performed by Customer to confirm configuration against requirements and Authorized MSS Contact provides feedback to the MSS team. The creation and execution of all test plans and required test scripts is the responsibility of Customer but can be provided through the MSS WorkForce team upon request.
12. If configuration is accepted, the production migration is scheduled in coordination with the Authorized MSS Contact.
13. If issues are identified, the MSS team will work with Customer to remediate.
14. Once configuration is promoted to production, the Authorized MSS Contact provides confirmation and acceptance.
15. Work effort is closed out.

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9. Fees and Schedule

The MSSP and associated obligations identified herein commence on the August 1, 2022 and terminate July 31, 2023. The MSSP Support Fees are invoiced prior to service delivery in four quarterly payments as identified in the table below and are due per the terms of the Contract.

One-Year Period

Year	MSSP Support Period	Amount	Payment Due Dates
Year 1	August 1, 2022 – July 31, 2023	$87,000	August 1st: $21,750 November 1st: $21,750 February 1st: $21,750 May 1st: $21,750
	Total	**$87,000.00**	

Renewal

This Schedule shall automatically renew for additional one (1) year periods unless either party provides a written notice of termination to the other party at least sixty (60) days prior to the end of the then current term. The pricing during any such renewal term shall increase by Consumer Price Index (CPI) per year over the prices in effect in the immediately prior term.

Incremental Services Fees

The Annual Fee in the tables above include a base Resource Capacity of 0.25 FTE, except as defined in the ramp-up period under Resource Capacity in Section 3 herein. This is the minimum Resource Capacity for which Customer is committed throughout the one-year period.

With a minimum sixty (60) day written notice, Customer may increase or decrease the Resource Capacity in increments of 0.25 FTE per-calendar quarter with a maximum increase or decrease 0.50 FTE per quarter, provided that Customer may never reduce below the base Resource Capacity of 0.25 FTE. The quarterly fee for each increment of 0.25 FTE is $21,750. Incremental fees will be invoiced upon receipt of the written notice by WorkForce with payment terms per the Contract. Fees will continue to be invoiced quarterly until Customer provides notice to decrease the Resource Capacity.

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10. Approvals

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of Roseville		WorkForce Software, LLC	
Date:	_____	Date:	_____
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____

RESOLUTION NO. 22-354

APPROVING CONTRACT PURCHASE AGREEMENT AMENDMENT #3, BY AND BETWEEN THE CITY OF ROSEVILLE AND WORKFORCE SOFTWARE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Contract Purchase Agreement Amendment #3 (3000521), regarding software licensing, between the City of Roseville and Workforce Software, LLC, has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

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Contract Purchase Agreement 3000521

Supplier Details:

Company	Workforce Software LLC
Contact	Robert Glatt
Address	38705 Seven Mile Road Suite 300
	Livonia, MI 48152

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3000521

Agreement	**3000521**
Agreement Date	**08-JUN-2020**
Change Order	**8**
Change Order Date	**23-JUN-2022**
Revision	**4**
Agreement Amount	**590,558.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Workforce Software LLC** 38705 Seven Mile Road Suite 300 Livonia, MI 48152
Phone:	(916) 774-5488	**Phone:**	(951) 296-5523
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	rglatt@workforcesoftware.com

Description of Labor, equipment and/or materials

Amendment #3

Contract Purchase Agreement 3000521 ("Agreement"), which was executed on, 6/17/20, is hereby modified as follows:

The purpose of this modification is: to hereby remove reference of the Managed Services Support portion from the contract purchase agreement effective 7/31/22 and incorporate by reference the attached Amendment #3 WorkForce Software Saas Agreement onto this agreement.

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

Please contact Lisa Gist in Finance at (916)774-5340 or by email at lgist@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11480	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

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

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

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Supplier	
Signature:	DocuSigned by: Mike Morini 453E182C20CA4DE...
Print Name:	Mike Morini
Title:	CEO

Supplier	
Signature:	
Print Name:	
Title:	

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

DocuSign Envelope ID: C7E72AFA-FB6D-4286-B61B-0641303E6B04

workforce SOFTWARE | MAKING WORK EASY

AMENDMENT #3 TO THE WORKFORCE SOFTWARE SAAS AGREEMENT

This Amendment #3 to the WorkForce Software SaaS Agreement (the "Amendment") is made and entered into by and between WorkForce Software, LLC ("WFS") and City of Roseville ("Customer") (each, a "Party," and collectively, the "Parties").

WHEREAS, the Parties are parties to a certain WorkForce Software SaaS Agreement dated June 17, 2020 (the "Agreement") pursuant to which Customer purchases from WFS the right to access and use the WFS software-as-a-service platform, together with updates and upgrades thereto, and related services including maintenance and support (the "SaaS Service"); and

WHEREAS, the Parties wish to clarify, revise, and amend certain terms of the Agreement in order for Customer to use the most current version of the SaaS Service, which is built on a multi-tenant service-based architecture developed and supported by global teams.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Any terms and conditions currently within the Agreement which do or would restrict WFS's ability to update and/or upgrade the SaaS Service, including but not limited to an obligation to notify Customer prior to and/or obtain Customer's consent prior to such update and/or upgrade, shall be deleted from the Agreement.
2. Customer agrees that WFS may utilize the subcontractors and/or affiliates set forth at https://workforcesoftware.force.com/customers/s/article/Third-parties-sub-processors-who-store-or-process-customer-data (the "Subcontractors") in providing the SaaS Services to Customer, including by providing Customer's data to such Subcontractors as necessary, and any terms and conditions within the Agreement which do or would restrict WFS's ability to utilize the Subcontractors, including but not limited to an obligation to notify Customer prior to and/or obtain Customer's consent prior to such use, shall be deleted from the Agreement. Customer agrees that WFS may update the list of Subcontractors set forth at the link above on occasion by providing thirty (30) days advanced written notice (including via electronic mail) to Customer. Customer may notify WFS of its rejection, in writing, of any additional Subcontractors within thirty (30) days after such notification setting forth a reasonable basis for objection, in which case the Parties will make a good-faith effort to resolve Customer's objection. If Customer does not notify WFS of its rejection within thirty (30) days after notification, the changes made by WFS shall be deemed accepted.
3. Any capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Agreement.
4. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control.
5. Other than as amended hereby, all other terms and conditions in the Agreement remain in full force and effect.

[signature page to follow]

DocuSign Envelope ID: C7E72AFA-FB6D-4286-B61B-0641303E6B04

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of the last signature below.

CUSTOMER	**WFS**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

COUNCIL COMMUNICATION

CC #: 2302
File #: 0721

Title:	Westfield Galleria Bus Shelter - License Agreement
Contact:	Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute a License Agreement with Roseville Shoppingtown LLC to maintain the existing bus shelters at The Westfield Galleria Mall.

BACKGROUND

The Westfield Galleria Mall (Galleria) is located at the northwest corner of Galleria Boulevard and Roseville Parkway. Roseville Transit, along with Placer County Transit, utilizes seven existing bus stops located within the Galleria's property. The seven stops consist of four within the Galleria bus loop, two off of Roseville Parkway and one off of Galleria Blvd. (Exhibit A provides a map of the locations). On September 13, 2000 the Council approved a bus shelter agreement with the Galleria that granted them the rights to advertising at each of the stops. In exchange for the advertising rights, the Galleria would be responsible for the maintenance of the seven bus stops.

On September 13, 2020, the bus shelter agreement expired. The Galleria informed staff they no longer seek to advertise at the bus stops and requested that the City be responsible for maintenance of the seven stops. In response to the Galleria's request, the City, working closely with the Galleria, developed the attached License Agreement that provides the City access to the bus shelters in order to maintain, repair and replace the bus stops in accordance with the terms of this Agreement. Roseville Transit will also have advertising rights at these bus stops.

The term of the License is 10 years from the effective date of this agreement. The City has two options it can exercise to extend the agreement for an additional five years, followed by one more extension of four years and 11 months.

The Galleria is one of the most popular Roseville Transit destinations after the downtown Sacramento commuter routes. Staff believe the minor effort of maintaining the shelters at this destination are negligible compared to the number of trips generated by this location.

FISCAL IMPACT

There is no fiscal impact with the execution of this License Agreement. MV Transit is currently paid a lump sum as part of their existing contract to maintain Roseville Transit's bus stops. MV Transit will incorporate these stops into their regular cleaning schedule at no additional cost to Roseville.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

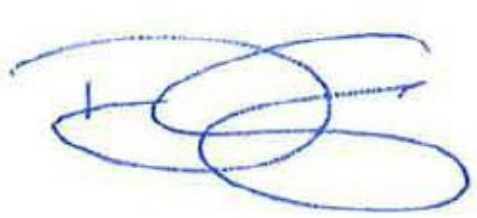
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Ed Scofield, Alternative Transportation Manager

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-356

Bus Shelter License Agreement

Bus Shelter Locations

RESOLUTION NO. 22-356

APPROVING A LICENSE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE SHOPPINGTOWN LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a License Agreement regarding the bus shelters located at Westfield Galleria at Roseville, between the City of Roseville and Roseville Shoppingtown LLC, has been reviewed by the Council;

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of _____, 2022 ("**Effective Date**") by and between **ROSEVILLE SHOPPINGTOWN LLC**, a Delaware limited liability company ("**Licensor**"), with its principal place of business at 2049 Century Park East, 41st Floor, Los Angeles, California 90067, Attention: Legal Department, and the **CITY OF ROSEVILLE**, a municipal corporation ("**City**"), with its principal place of business at 316 Vernon Street, Roseville, California 95678, Attention: Alternative Transportation Manager.

RECITALS

WHEREAS, Licensor is owner of, or has ownership rights in, the real property located at the intersection of Galleria Boulevard and Roseville Parkway, in the City of Roseville, County of Placer, State of California where it operates an existing retail shopping center commonly known as "**WESTFIELD GALLERIA AT ROSEVILLE**" (the "**Shopping Center**").

WHEREAS, City controls and operates a public bus system which services the City of Roseville and the surrounding region, including but not limited to the Shopping Center.

WHEREAS, Licensor's predecessor-in-interest has installed seven (7) separate bus shelters, which include kiosks or other temporary structures, benches, bus stop signs, canopies, and amenities related thereto (each, a "**Bus Shelter**" and collectively, the "**Bus Shelters**"), at the locations depicted on Exhibit A attached hereto and made a part hereof (each a "**Bus Shelter Site**" and collectively, the "**Bus Shelter Sites**").

WHEREAS, in exchange for the grant of a License (as defined in Section 1.A below) by Licensor to City for access to the Bus Shelters, City agrees to maintain, repair, replace, relocate, or remove such Bus Shelters in accordance with the terms of this Agreement.

WHEREAS, City and Licensor desire and intend to cooperate in the placement of electric bus chargers in the vicinity of the Bus Shelter Sites, by separate agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, Licensor and City do hereby covenant and agree as follows:

1. License; Term; Limitations.

A. License. Subject to the terms and conditions contained herein and solely for the purpose hereinafter set forth, Licensor hereby grants to City the following non-exclusive license (i) to use the Bus Shelter Sites solely for the purpose of operating, maintaining, repairing, replacing, removing and relocating the Bus Shelters; and (ii) to access the Bus Shelters over,

through, on and across that portion of the Shopping Center immediately adjacent to each Bus Shelter reasonably required for City's commercially reasonable use of the Bus Shelters.

B. Term; Options. The term of the License provided under this Agreement shall commence on the Effective Date and shall expire on the date that is the tenth (10^{th}) anniversary of the Effective Date (the "**Expiration Date**"). Licensor hereby grants City two (2) options to extend the Term of this License as follows: (i) the first option period shall be for a period of five (5) years, and, (ii) the second option period shall be for a period of four (4) years and eleven (11) months (each, an "**Option Period**") on the same terms and conditions contained in this License, as may be amended by the parties hereto in writing. Written notice of Tenant's exercise of the option to extend the then current Term must be delivered to Licensor at least six (6) months prior to the date the Term of the License would otherwise expire. Upon receipt of such notice, this License will be extended for the Option Period without the necessity for the execution of any further instrument. City shall not be permitted to exercise its option to extend the term if, at the time City exercises its option to extend the Term, City is in default in the performance of any covenant, obligation or agreement to be performed by City under this License beyond the applicable grace and cure period. The period of time within which any option may be exercised shall not be extended or enlarged by reason of City's inability to exercise said option because of the foregoing default. The right to extend the Term of this License is personal to City and may not be transferred or assigned, without the prior written consent of Licensor (which may be withheld in Licensor's sole discretion). No assignment shall release City from further performance of its obligations under this Agreement. Further, Licensor shall have the immediate right to terminate the License granted under this Agreement, upon the assignment by City of the License or this Agreement, without first obtaining Licensor's written consent and in such event, at the option of Licensor, this Agreement and the License granted hereunder shall be of no force or effect except for those obligations which expressly survive the expiration or earlier termination of this Agreement. At the expiration or earlier termination of this Agreement, the City shall remove the Bus Shelters from the Bus Shelter Sites at its sole expense.

2. Maintenance and Replacement; Relocation; Utilities.

A. Maintenance and Repair. City shall maintain the Bus Shelters in good condition, free from material visible defects, and shall perform any and all maintenance, cleaning, routine or other trash removal, repair, graffiti removal, painting, and replacement of any damaged portions of the Bus Shelters due to vandalism, accident, wear and tear, or otherwise. City shall perform all of its maintenance, repair, removal, and replacement obligations promptly in a reasonable manner and in compliance with all applicable laws, regulations, and statutes, including but not limited to Title III of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 1218 *et seq.*) ("**ADA**"). In the event City fails to perform such maintenance, painting, repair, removal or replacements within ten (10) business days of delivery of notice, Licensor shall give City written notice stating in particularity the manner in which City has failed to perform such obligation(s). If City fails to commence to perform such maintenance, repair, removal or replacement within five (5) business days after receipt of Licensor's second notice or fails to use best efforts to complete such work as soon as practicable, Licensor shall have the right, but not the obligation, to perform the foregoing maintenance and repair on City's behalf, and City shall reimburse Licensor for the actual costs thereof, within thirty (30) days of delivery of written demand (together with reasonable

supporting documentation therefor) to City at the address indicated herein. In the event that Licensor elects to perform any maintenance, repair, removal or replacement pursuant to this Section, Licensor shall comply with all applicable prevailing wage laws.

B. Replacement and Relocation. Upon the written request of Licensor, City shall replace (in the event any Bus Shelter is beyond repair as determined by the parties) or remove any Bus Shelter (along with its respective signage), within ninety (90) days of delivery of said notice, or if City Council approval is required, within one hundred and eighty (180) days. Licensor shall have the right to require City to relocate any Bus Shelter to another site on the Shopping Center that is agreeable to both parties. The cost of such relocation shall be borne by Licensor, except where the relocation is requested by City. The new site must be comparable to the site where the relocated Bus Shelter is located. City shall submit the design, plans and specifications ("**Plans and Specs**") of any replaced or relocated Bus Shelter ("**New Bus Shelter**") to Licensor and obtain Licensor's approval in writing, prior to the commencement of such replacement or relocation. Upon obtaining Licensor's written approval of the Plans and Specs, City shall provide Licensor with a fifteen (15) day written notice prior to undertaking any work, which (i) shall be conducted during non-business hours, as designated by Licensor, (ii) shall not be conducted during any holiday season, as designated by Licensor, (iii) shall be performed and completed in good and workmanlike manner by qualified contractors, subcontractors and other City agents, and (iv) shall be completed in accordance with all applicable laws and regulations, including but not limited to compliance with the ADA. Upon removal of any Bus Shelter by City, City shall restore the Bus Shelter Site to the condition that it was in prior to the installation of such Bus Shelter, including the restoration of pavement, sidewalk, hardscape and landscape, all in accordance with applicable laws and regulations including ADA and as reasonably required by Licensor. Any and all access to the Shopping Center shall be coordinated with Licensor prior to such work. Licensor and Licensor's representatives shall have the right to accompany City and its contractors during the performance of any work contemplated hereunder. Upon completion of all demolition, removal, installation or construction work in connection with any New Bus Shelter, City shall deliver to Licensor a written statement certified as accurate by a duly authorized officer of City that the removal, construction, or installation of the foregoing is complete and complies with applicable law. Licensor shall have no responsibility to provide security, supervision or protection against any loss that may be sustained by City or its personnel, contractors, or subcontractors during the performance of the work and any security required by City must be provided by City at City's expense and utilizing a security company approved by Licensor.

C. Utilities. Licensor shall provide electricity in the parking areas surrounding the Bus Shelters in its normal course of business and any additional electricity required by City for the operation of the Bus Shelters or the performance of City's maintenance, repair or other work contemplated shall be provided for by Licensor at City's sole cost and expense. Licensor shall provide an annual invoice to City therefor and City shall pay Licensor within thirty (30) days of delivery of such invoice.

3. Indemnity; Insurance; Estoppel.

A. Indemnification. City shall indemnify, defend and hold harmless Licensor and its parents, affiliates, partners, managers, members, subsidiaries, employees, agents, officers and

representatives from and against all loss, claims, liability, cost or expense including but not limited to attorneys' fees and court costs arising from or as the result of bodily injury, death, and property damage occurring upon, in or about the Shopping Center (collectively, "**Claims**") arising out of, inter alia:

(i) Any acts or omissions by the City officials, officers, contractors, subcontractors, employees and agents; or

(ii) City's construction, installation, painting, repair, removal, replacement, operation, and/or use of the Bus Shelters or otherwise caused by the City or any of its respective affiliates, members, employees, contractors, subcontractors, agents and representatives; or

(iii) City's officials, officers, contractors, subcontractors, employees and agents use of the Bus Shelter Sites and/or any common or other areas within the Shopping Center.

The foregoing indemnity by City shall survive the expiration or termination of this Agreement as to any Claim arising out of an event occurring prior to the expiration or termination of this Agreement.

Licensor shall indemnify, defend and hold harmless City and its employees, agents, officials and representatives from and against all loss, claims, liability, cost or expense including but not limited to attorneys' fees and court costs arising from or as the result of Claims resulting from the intentional or willful acts or omissions or the gross negligence of Licensor.

The foregoing indemnity provisions shall survive the expiration or termination of this Agreement as to any Claim arising out of an event occurring prior to the expiration or termination of this Agreement.

B. Estoppel Certificate. Within ten (10) days after request by Licensor, City shall execute, in recordable form, and deliver to Licensor a statement, in writing, certifying (a) that this Agreement is in full force and effect, (b) its Commencement Date and the expiration date, (c) that there are no uncured defaults by Licensor or stating in reasonable detail those claimed by City (provided that, in fact, such details are accurate and ascertainable), and (d) such other matters as may be reasonably requested by Licensor. City's failure or refusal to execute timely such statement shall constitute an acknowledgment by City that the statements contained in such statement are true and correct without exception, and may be relied upon by Licensor or by any prospective or existing transferee of all or any part of Licensor's interest in the Shopping Center or this Agreement or by any of Licensor's lenders.

C. Insurance. City shall acquire, maintain and keep in effect, or cause to be acquired, maintained and kept in effect, during the duration of this Agreement the following insurance policies:

(i) Commercial general public liability insurance, including bodily injury and property damage liability, with limits of not less than Ten Million Dollars ($10,000,000) each occurrence and in the aggregate, which Commercial General Liability policy shall include products/completed operations liability coverage with a separate aggregate limit of not less than $1,000,000 and personal and advertising injury coverage with a separate limit of not less than $1,000,000, and contractual liability coverage. City may maintain a deductible, not to exceed Five

Hundred Thousand Dollars ($500,000.00), with respect to the insurance required to be carried by City pursuant to this Subsection, provided, however, City shall be responsible for the payment of any deductible or self-insured retention amounts and the defense and indemnity obligations set forth in this Agreement in the event that an insurer does not participate in the defense and/or indemnity of a claim tendered by Licensor pending exhaustion of a deductible or self-retention amount, it being the intent of the parties that Licensor shall be fully insured from the first dollar of any claimed loss.

(ii) Automobile liability insurance in the amount of Five Million Dollars ($5,000,000.00) per occurrence for bodily injury and for property damage combined.

(iii) Statutory Workers' Compensation insurance as required by the laws of the state in which the Shopping Center is located.

(iv) Self insurance for damage or loss to assets including tools, equipment, supplies and temporary structures required for operating the Bus Shelters.

(v) Employer's liability in the amount of $1,000,000 each accident, $1,000,000 each employee, $1,000,000 policy aggregate by disease.

D. Insurance Policies.

(i) Except for Workers' Compensation, the insurance policies required herein shall name, by endorsement the following parties as additional insureds: "Roseville Shoppingtown LLC, Westfield Shopping Center Management LLC, Westfield, LLC, URW WEA LLC, and any and all of their respective parents, affiliates, partners, managers, members, subsidiaries, employees, agents, officers and representatives, together with any mortgagee from time to time of Licensor's interest, are named as an additional insured, as their interests may appear". The Commercial General Liability policy shall contain a provision that such policy shall be primary and any policies carried by any of the additional insured parties shall be excess and non-contributing. Additionally, the insurance policies must contain a waiver by the insurer of any right to subrogation and to the extent that City's insurance company pursues recovery against Licensor, City agrees to completely reimburse Licensor for any such losses.

(ii) The insurance policies required herein shall provide that the required coverages will not be canceled or materially reduced except by written notice to Licensor given at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any of the certificate(s) and/or endorsements is canceled or reduced, City shall procure new insurance policies, and shall furnish to Licensor before the effective date of such cancellation, certificates, and/or endorsements as set forth hereinabove, conforming to the above requirements.

(iii) City's insurance carriers shall recognize that the coverage afforded the additional insureds also applies to any limited or general partner(s), managers, members, or officers comprising the same. Said policies of insurance shall include the following language:

> *"... Insurance afforded to the additional insured(s) is primary and non-contributing with any other insurance as may be maintained by the additional insured(s). ... ".*

(iv) Concurrent with the Effective Date, City shall furnish satisfactory proof of insurance by certificate and endorsement (if applicable) that the required insurance and endorsements have been procured and that Licensor and the parties listed under Section 3.C.(i) have been named as additional insureds as respects all insurance policies required by this Section.

(v) Notwithstanding anything to the contrary, the insurance required by this Section may be carried under any plan of self-insurance on the condition that City has and maintains adequate reserves or assets for the risks so self-insured against.

4. No Additional Park and Ride Facility. Other than the park and ride program and designated area ("**P&R Facility**") under that certain Transportation System Management (TSM) Agreement – Galleria at Roseville recorded June 6, 2000, as Document No. 2000-0039541 in the official records of Placer County, California, nothing in this Agreement is intended to permit nor create any other park and ride facility at the Shopping Center. City shall use its best efforts and shall cooperate with Licensor in preventing the common areas of the Shopping Center adjacent to the Bus Shelters, other than the P&R Facility, from being used as a park and ride facility.

5. Signage and Advertising. City shall have the right to display on and within the Bus Shelters (i) transit related materials including transfer information, directional signage and bus route maps, as deemed appropriate by City ("Transit Materials"), and (ii) subject to the limitations expressed herein, commercial signage and advertising ("Commercial Advertising"). City acknowledges and agrees that any Commercial Advertising shall not (i) advertise, promote, sponsor, or support (a) any retail mall or center that engages in, the same, equivalent, or similar commercial business as the Shopping Center, or (b) any cinema or movie theater establishment; (ii) constitute illuminated digital display advertisements; or (iii) conflict with City's Transit Advertising Policy, as may be amended from time to time. City shall at all times maintain any and all Transit Materials and Commercial Advertising in an attractive, professional, clean, and orderly condition. If City installs or permits the installation of any Commercial Advertising in violation of the provisions of this Section, Landlord shall notify City of such violation and City shall remove such Commercial Advertising (or modify same so as to comply with this Section) or cure its failure to maintain the Transit Materials or Commercial Advertising, as the case may be, within five (5) business days of City's receipt of such notice.

6. Approvals. Unless otherwise expressed in this Agreement, any approval required herein shall not be unreasonably withheld or delayed. No approval shall be deemed given unless in writing and signed by the party whose approval is required.

7. Termination. This Agreement and the License granted herein shall terminate and be of no further force or effect upon the Expiration Date, unless earlier terminated, modified or extended pursuant to the provisions of this Agreement. This Agreement or the License granted hereunder as to the use or access to any particular Bus Shelter Site may be terminated earlier than the Expiration Date, at the option of Licensor, as a result of:

(i) Cessation of use of any Bus Shelter Site for more than three (3) continuous months by the City after written notice of termination from Licensor to City of such apparent cessation and providing City the opportunity to reactivate the City's use of the designated Bus Shelter Site within thirty (30) days after Licensor sends notice of its intent to terminate the License therefor; or

(ii) A breach of this Agreement by City which is not cured within thirty (30) days after receipt of written notice of such breach from Licensor.

8. Liens. City shall keep the Bus Shelter Sites and all other parts of the Shopping Center free from any and all liens arising out of activities of the Bus Shelter and/or the City or any work performed, materials furnished or obligations incurred by or on behalf of the City. Within ten (10) business days after written request therefor by Licensor, City shall (a) bond against or discharge any mechanics' or materialmen's lien or (b) furnish Licensor with a copy of the recorded waiver of lien, recorded release of lien, or of the recorded bond discharging such lien. City shall reimburse Licensor for any and all costs and expenses including, without limitation, attorneys' fees, which may be incurred by Licensor by reason of the filing of any such liens and/or removal of same, such reimbursement to be made within thirty (30) days after receipt by City from Licensor of a statement setting forth the amount of such costs and expenses.

9. Effect Upon Subsequent Parties. This Agreement and the obligations set forth herein shall be binding upon and inure to the benefit of the successors, assigns, heirs and legal representatives of the parties hereto.

10. Notices. Any notice, demand, request, consent, approval, designation, or other communication ("**notice**") which any party is required or desires to give or make or communicate to any other party shall be in writing and shall be given or made or communicated by United States Postal Service (USPS) certified mail, return receipt requested, or recognized overnight courier, addressed as follows:

City:	City of Roseville 316 Vernon Street Roseville, California 95678 Attention: Alternative Transportation Manager
Licensor:	Roseville Shoppingtown LLC 2049 Century Park East 41st Floor Los Angeles, California 90067 Attention: Legal Department
With a copy to:	Mall Manager Roseville Shoppingtown LLC 1151 Galleria Boulevard, Suite 254 Roseville, California 95678

Each party may designate a different address by notice similarly at any time during the Term. Any notice so sent shall be deemed to have been given, made or communicated, as the case may be, on (i) the second business day after it has been deposited in the USPS mail as certified mail, return receipt requested, with postage thereon fully prepaid, or (ii) on the first business day after it has been deposited with a recognized overnight courier.

11. Interpretation. The parties hereby acknowledge:

A. This Agreement represents the negotiated terms, covenants, conditions and obligations of the parties; and

B. The party responsible for drafting any such term, covenant, condition or obligation shall not be prejudiced by any presumption, canon of construction, implication or rule requiring construction/interpretation against the party responsible for the same.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties hereto shall constitute an original of this Agreement.

13. Attorneys' Fees. If any action at law or in equity is commenced to enforce or interpret the terms of this Agreement, then the prevailing party shall be entitled to recover reasonable attorneys' fees (including allocated costs for in-house attorneys' fees as the court may adjudge reasonable), costs and necessary disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding in addition to any other relief to which such party may be entitled.

14. Governing Laws and Scope of Agreement. This Agreement shall be governed pursuant to the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision or portion of a provision is held by a court to be invalid, void or unenforceable, then the remaining provisions and portions thereof shall nevertheless continue in full force and effect.

15. Amendment. This Agreement may not be modified or amended except pursuant to a written instrument executed by the parties hereto, or their successors in interest.

16. No Partnership. Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or a partnership, joint venture or any association between the parties.

17. Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed and strictly for the benefit of the parties hereto. Notwithstanding anything to the contrary, Licensor shall have the right to place along, under, across and over the Bus Shelters, electric light and power lines, water lines, sewer lines, gas lines, cable lines and other utilities provided such installations do not unreasonably interfere with the City's use of the Bus Shelters, and such installations meet all applicable laws and regulations.

18. Assignment. The License granted hereunder and this Agreement may not be assigned or otherwise transferred or encumbered by City, nor may any portion of the Shopping Center where

the Bus Shelters are located be subleased or sublicensed by City, without Licensor's prior written approval, which Licensor may withhold in its sole and absolute discretion.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, this Agreement shall become fully executed as of the Effective Date.

LICENSOR:

ROSEVILLE SHOPPINGTOWN LLC,
a Delaware limited liability company

By: Urban Roseville LLC,
a Delaware limited liability company,
its sole member

By: Westfield Growth LP,
a Delaware limited partnership,
its managing member

By: Westfield Growth II LP,
a Delaware limited partnership,
its general partner

By: Westfield Centers LLC,
a Delaware limited liability company,
its general partner

By: Westfield America Limited Partnership,
a Delaware limited partnership,
its managing member

By: Westfield U.S. Holdings, LLC,
a Delaware limited liability company,
its general partner

By: _____

Name: Jeff R. Edmondson

Title: Senior General Manager

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Name: Dominick Casey
Title: City Manager

Approved as to Form:

By: _____
Name: Michelle Sheidenberger
Title: City Attorney
Date: _____, 2021

Exhibit A
Bus Shelter Sites



Exhibit A
Galleria Bus Shelter Sites



COUNCIL COMMUNICATION

CC #: 2298
File #: 0114

Title:	Federal Legislative Advocacy Services - Professional Services Agreement
Contact:	Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the expenditure of $90,600 for a professional services agreement with The Ferguson Group for federal advocacy services.

Staff additionally recommends that the City Council adopt a resolution to approve four (4) additional one (1) years renewal years of the professional services agreement without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same consultant is not in the City's best interest.

BACKGROUND

The City issued a Request for Proposals (RFP) for federal advocacy services in March of 2021 and a professional services agreement was awarded to The Ferguson Group. The initial term of the Agreement was for two years, however, only one year of expenditures was approved when the item went to City Council for approval in July 2021. As a result, staff recommends the approval of $90,600 for the second half of the initial term of the Agreement.

The RFP allowed for four (4) optional one (1) year renewals of the Agreement at the discretion of the City Manager, so staff is additionally requesting that the City Council authorize the City Manager to execute those additional optional renewals of the Agreement without further City Council approval.

FISCAL IMPACT

The annual costs for the professional services will not exceed $90,800 per fiscal year and will be included in the Public Affairs and Communications Department's budget for each fiscal year. The total annual cost is included in the department's FY2022-23 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)).

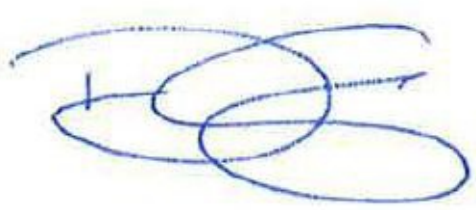
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan Scheid, Deputy City Manager



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-352

2021 Agreement

RESOLUTION NO. 22-352

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE FERGUSON GROUP, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for federal advocacy services previously approved on July 7, 2021, by and between the City of Roseville and The Ferguson Group, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Federal Advocacy Services

THIS AGREEMENT is made and entered into this 7th day of July, 2021, by and between the City of Roseville, a municipal corporation ("CITY"), and The Ferguson Group, LLC, a District of Columbia limited liability company ("CONSULTANT"); and

WITNESSETH:

WHEREAS, CITY desires professional services consisting of federal advocacy services; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #05-022, dated April 21, 2021, 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 professional services related to federal advocacy services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2023. CITY reserves the right to renew the Agreement for four (4) additional years, one year at a time 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.

3. 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 for the term of the Agreement shall not exceed ninety thousand, six hundred dollars ($90,600) for each fiscal year, for a total not to exceed of one hundred eighty-one thousand, two hundred dollars ($181,200) through June 30, 2023. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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.

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.

COVERAGE	LIMITS OF LIABILITY
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 worked 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	CONSULTANT
Mark Wolinski Government Relations Administrator 311 Vernon Street Roseville, CA 95678	Mike Miller, Partner 1901 Pennsylvania Avenue., N.W. Suite 700 Washington, D.C. 20006

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. 21-291, adopted by the Council of the City of Roseville on the 7th day of July, 2021, 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: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MEGAN SCHEID
Deputy City Manager

THE FERGUSON GROUP, LLC, a District of Columbia limited liability company

BY: _____
its: W. Roger Gwinn, CEO

and

BY: _____
its: Mark A. Limbaugh, President

EXHIBIT "A"

Project Understanding

Based upon our current work with the City of Roseville, the scope of work delineated in the RFP, and our knowledge of legislative and agency policies and procedures, we will briefly outline our understanding of the services requested in the RFP as well as our general approach to achieving the City's stated goals.

Federal Advocacy Strategy

The federal advocacy strategy of Roseville includes the following ingredients:

- develop and execute a focused advocacy plan, with
- measurable objectives, to
- achieve priorities as defined in adopted federal legislative and regulatory platforms.

The legislative platform included in the RFP packet sets forth the City's annual priorities. As noted, TFG understands environmental utilities advocacy is coordinated outside the scope of this RFP, but TFG stands ready to assist in all areas as requested and appropriate. For 2021, those priorities are generally focused on the following areas:[2]

- Funding for infrastructure projects, including local and regional transportation infrastructure while preserving local land use decision making authority;
- Cybersecurity and IT infrastructure improvements and regulatory relief, including developing an aggressive engagement strategy at the federal level;
- Resiliency and emerging energy opportunities, including fleet electrification;
- Funding for police body-worn cameras;
- Economic development, business and jobs investment and promotion;
- Participating in the legislative and regulatory process where federal action would work to the benefit or detriment of City priorities with a particular emphasis on opposing unfunded mandates, costly and unreasonable regulation;
- Funding and legislative and regulatory decisions helping Roseville provide municipal services in an efficient and effective manner, including social services such as housing and veterans assistance; and
- Funding for quality of life projects and programs, including education, parks and recreation, public safety, and environmentally beneficial programs and projects.

This list is intended to capture the essence and main points of the legislative platforms of Roseville but is not intended to be exhaustive. Members of TFG's Roseville team are well versed in all of the areas identified in the legislative platform and, if new related issues emerge, we are adept at identifying relevant legislative and agency offices, officials, and staff, and reaching out and establishing good working relationships quickly with key individuals.

Tactical Approach

While the fundamental building blocks of a successful federal legislative program have generally remained constant, certain components of our tactical approach have evolved as the roles and responsibilities of Congress, the Administration, and even the Judiciary have, in many ways, transmuted over the years. Most notably, the congressional practice of earmarking – for many an important source of revenue for local government projects – has been in a state of suspension due to the moratorium adopted in each of the last several Congresses. The earmark moratorium has resulted in two related major changes in our tactics: (1) greater engagement with the Administration because specific funding decisions are, by and large, now made at individual agencies; and (2) a greater emphasis on pursuing competitive grants. While the House Appropriations Committee has reinstated the earmarking process this year, there are still several open questions facing the process and the City in this regard, including whether the Senate will follow the House's reintroduction of earmark, and whether any of the City's congressional delegation Members are in support of earmarking. We continue to track developments while tailoring our advocacy approach to fit the current circumstances.

The Project Services section of the RFP succinctly sets forth a list of most of the major actions and milestones of the program we envision undertaking on behalf of Roseville. We will continue to diligently engage in all of the activities outlined on pages 7-8 of the RFP. We will continue to focus activity within relevant federal agencies. Downward budget pressure is likely to continue for the foreseeable future as is increased competition for scarcer resources – funding and regulatory attention alike – and the need will continue to grow to engage further within the agency structure to:

- identify and develop new discretionary funding opportunities;
- ensure competitive grant applications focus on agency priorities and funding opportunities;
- advocate for specific project and program priorities to be included in agency annual budget requests and work plans; and
- focus agency staff on our priorities to ensure timely review and processing of applications for grants, permits, records of decisions, and other relevant agency actions.

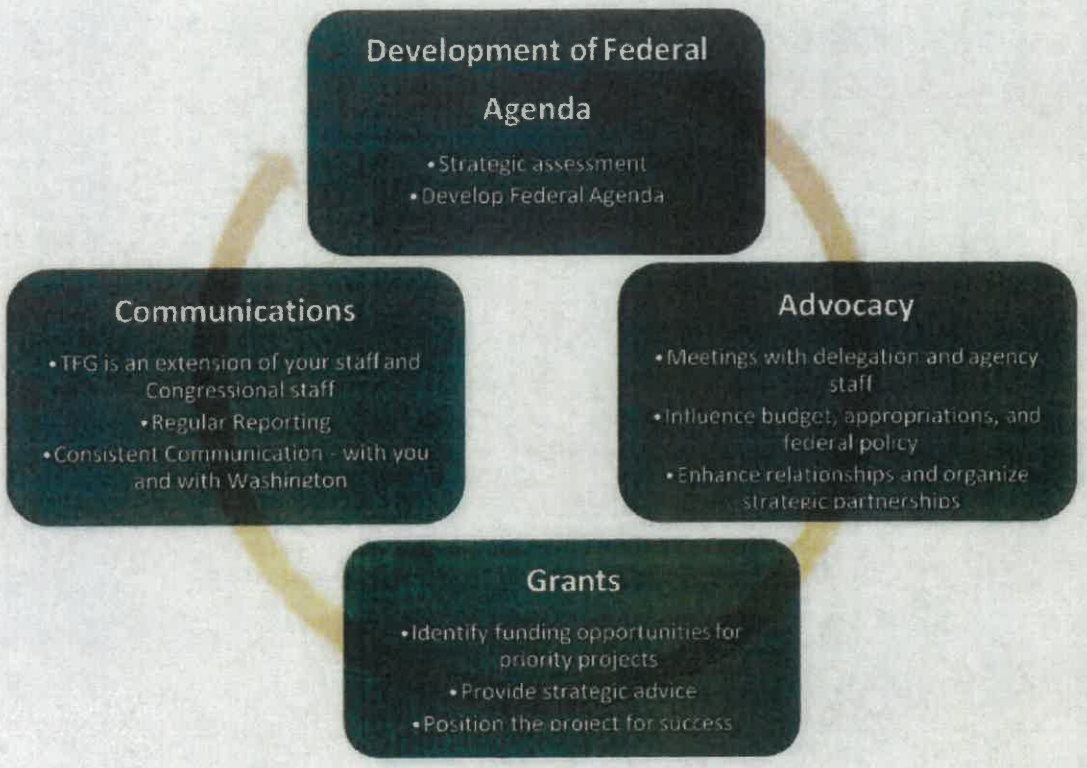
Advocacy by TFG and the City will continue both in Washington as well as at the regional and local level. In this connection, regional and local advocacy is one point to be highlighted. While perhaps implicit but not specifically raised in the Project Services list, we believe our work with agency personnel located in agency regional offices has been productive over the years, and we will recommend continuing to expand our communications and work with these and other federal field offices. TFG is committed to our local California work as outlined previously and we believe this work has paid significant dividends to our clients.

Along similar lines, we will continue to coordinate with your congressional delegation district offices. Working with district staff can be critically important. Several current delegation Members coordinate much of their district work primarily through district offices and these highly resourceful staffers often play pivotal roles in our advocacy efforts. It is important to note that each office is unique and the City has well-established relationships with many local and regional offices. TFG always is mindful of existing relationships and we work to leverage rather than hamper your communications and interactions. We believe TFG is singularly qualified to help the City of Roseville continue to carry out this important and productive work directly with local and regional offices.

Project Plan

Proposed Scope of Services

The following diagram provides a general overview of TFG's approach to the City's federal advocacy strategy which is centered on four activity areas: Agenda Development, Advocacy, Grants, and Communications. Detailed descriptions of each task identified in the diagram are included in the following sections under this Tab. The important thing to note is that our approach is inter-related, with each activity area, and the staff person responsible for it, relying on the others. We believe this approach allows our clients and your advocacy team to adjust and respond to the ever-changing environment in Washington.



Conduct Strategic Assessment of Opportunities

Typically, TFG meets with City leadership to acquire a full understanding of client priorities in order to help define the desired federal goals and objectives. Because we currently represent Roseville much of this work for 2021 is already completed. Notwithstanding this point, we meet regularly with City staff to fine tune the City's priorities and look for new opportunities. If the City wishes, we will conduct another full strategic assessment to provide an opportunity for a fresh look at the City's agenda.

We would anticipate spending one to two full days with the City to explore all aspects of your priorities to ensure that you can take advantage of all opportunities and are aware of any potential adverse federal actions to your interests. We know the internal processes of the Executive Branch, including those concerning formal regulations, guidance, grant funding notices, peer reviews, and compliance. All of these opportunities will be considered as we assist the City in setting short- and long-term priorities and focusing the bipartisan, political resources of our team on providing you with a

comprehensive picture of what actions are expected on Capitol Hill and in the Administration.

Develop Federal Agenda and Strategy

As noted above, the City has already adopted a federal agenda for this calendar year. If reengaged by the City, TFG will review and refresh the City's Federal Agenda outlining the legislative strategy and measurable outcomes for the City. The approved Federal Agenda serves as TFG's work plan, but remains flexible enough to be revised and improved upon, as needed. TFG facilitates this process through regular and ad hoc meetings, conference calls, and written communication with your excellent government affairs team. The Federal Agenda will be reviewed and revised annually, as necessary, in preparation for the next session of Congress.

Elections and other factors can change the political and policy environment, as well as the policy makers. Making timely adjustments keeps the Federal Agenda current and enables the City to take advantage of new opportunities and to better manage any new challenges that arise.

Prepare Briefing Materials

TFG works with the City to draft the briefing materials needed to express and accomplish your Federal Agenda. Knowing how to deliver the right message to the right people is essential to successful advocacy and a cornerstone of TFG's efforts on behalf of clients. We expect to design and produce informational and promotional materials in coordination with the City to suit the occasion. Such material can enhance the presentation of testimony, letters in support or in opposition to legislation, responses to proposed policies or changes in regulation, or serve as an informative leave-behind during meetings.

Schedule Washington Meetings

TFG practices a cooperative team approach in which the City is an integral part of the education and advocacy process in Washington. We are committed to helping you become your own best advocate and will work closely with you to identify the best timing, audiences, and messages for you in Washington. As the coronavirus situation develops it will become clearer when in-person advocacy trips are advisable. Under normal circumstances, TFG strongly encourages clients to travel to Washington at least once annually for two to three days of meetings. TFG will advise Roseville regarding travel to DC for in-

person meetings. In the interim, TFG will coordinate communications with Members of the California congressional delegation, other targeted Members, congressional committee staff and leadership, and key federal agencies.

We have successfully hosted "virtual Hill days," providing our clients the opportunity to engage directly with officials and staffers who are working remotely due to temporary office closures. We personally guide you through these communications – either via remote means temporarily or when in Washington, assist with related logistics, and provide all the necessary follow-up. Because we maintain a California office, TFG is available to coordinate and personally attend on-site visits from congressional Members and agency officials as well as meetings with officials and staff in field offices.

Effective Bipartisan Advocacy

TFG strongly believes in a bipartisan approach to federal advocacy. It has enabled our firm and our clients to transition smoothly in working with whichever party holds the majority and leadership posts and to be able to work cooperatively with a state's congressional delegation. Personnel may change, but whoever is the committee chair or staff director will want to be able to consider and judge an issue based on clearly presented facts. Developing persuasive, easy-to-understand messages that promote a well-articulated Federal Agenda are critical to winning support for your position and ultimately achieving positive results. TFG's team will prepare meeting materials, provide recommended talking points, brief you in advance, discuss political strategies, and answer all your questions to help you optimize your effectiveness.

Legislative Services

TFG will guide City priorities through the markup of legislation in relevant committees, continue tracking your specific initiatives and issues of interest as legislation progresses, and stay with priorities all the way through final passage and implementation. We alert you throughout the year regarding when and how to press for your priorities at critical times. In Washington, timing often marks the difference between achievable results and the missed opportunity. This process is particularly important in efforts to try to have your priorities reflected in an upcoming federal budget or to avoid cuts to critical federal agency budgets.

Enhance Relationships

Our team has strong relationships with Members of Congress; key congressional committee chairmen and staff; Administration officials within the Executive Office of the President; and key appointed officials and civil servants within the federal agencies. We also have existing relationships with stakeholder groups, trade associations, and issue-oriented coalitions. Through these contacts, we remain actively involved in the development of legislation and regulations, as well as the preparation and adoption of the federal budget, annual appropriations bills, and competitive grant applications. By leveraging our contacts, we will enhance City relationships. In addition, by maintaining regular contact with the City's congressional delegation, we are able to keep them abreast of your priorities and your developing positions on new issues that arise during the legislative year. Just as we assist the City with your agenda, TFG assists elected federal officials and their staff in identifying and undertaking activities to achieve the City's goals and objectives, being sure to reserve credit for the elected officials where it is due.

Client Communications

TFG believes constant communication is essential to a successful business relationship with our clients. Mike Miller will make certain the advocacy team understands City priorities and TFG deliverables. We provide a monthly status report on all your priorities, as well as recommend new initiatives. Based upon your needs, our reporting also includes regularly scheduled conference calls, written status reports, special action alerts, free access to TFG subject matter webinars, and timely information on relevant grants, legislation and regulations, as well as congressional committee meetings, hearings, and conferences.

The City will receive the weekly TFG Legislative Update providing a list of anticipated actions on Capitol Hill distributed on Mondays, as well as a special weekly update provided by the TFG Water and Natural Resources Team. In addition, the City will also receive the weekly Transportation Notes newsletter and TFG Grants Update, along with a Quarterly Grants Report that announces upcoming grant availability. TFG will continue publishing our widely-read weekly Coronavirus Update for the foreseeable future. Examples of these communications are included in the Appendix.

Grant Support and Advocacy

Our grants team will support Roseville to ensure all relevant competitive grant opportunities are explored. In most cases, grants services are included in our professional services contracts. However, occasionally our clients ask us to take over the grant application entirely, including writing the application narrative "from scratch" and developing the highly complex and required benefits/cost analysis. In cases when our clients need us to take over the grant application process entirely, we work with our client to develop a separate fee arrangement for services outside our standard contract; the separate fee is generally deeply discounted from fees for non-client grant application drafting and submittal. In most cases, the best value-add for our clients are the services outlined in the following four paragraphs.

Opportunities Analysis. We provide a comprehensive approach to developing project priorities and identifying the best funding opportunities for those projects. The deliverable for this service is a full report of funding options and a recommended action plan that will improve award rates.

Project Evaluation. The project evaluation focuses on identifying funding opportunities for your specific projects. TFG will provide a list of funding opportunities along with recommendations about the best approach based on the project.

Strategic Advice. Once a grant opportunity is identified and the City decides to move forward, we guide you in positioning the application for success. Central to success is knowledge of the priorities of the grant making agency.

Inside Track. We help put you face-to-face with program officers and decision makers within funding agencies. TFG gives our clients a competitive advantage: we pitch your projects while enhancing your relationships with key agency officials and staff so you gain valuable insight into agency priorities.

EXHIBIT "B"

Cost Proposal

Monthly Retainer

TFG spends the time necessary – and typically much more – to bring success to our clients. Our retainer contract approach to professional fees provides budget stability for our clients while giving your lobbying team the freedom to concentrate on substantive work and achieving measurable results. As a retainer client, the City will always have at its disposal TFG's diverse complement of staff experts in the full range of federal issues to help navigate this new and changing federal environment.

Given our current work on behalf of the City and our understanding of the work described in the RFP, we propose continuing our current retainer levels for the City. The City's monthly retainer will remain at $7,300 per month. Reimbursable expenses, including (in-town and out-of-town) and related accommodations, document production, telephone, subscriptions, and shipping, handling, and postage, will not exceed $3,000 annually for the City.

The retainer proposals are based on the following discounted hourly rates for each level of our personnel. As a retainer client, the City will not be charged an hourly rate under the proposed retainer contract.

Partners	$425
Principles	$360
Senior Associates	$240
Associates	$170
Research Assistants	$115

We anticipate the work for the City to be divided between team members as outlined below:

Mike Miller	50%
Roger Gwinn	15%
Zach Israel	20%
Heidi Schott	15%

Grants Writing Services

In addition to the grant consulting services covered by our retainer, some of our clients ask us to write full grant applications. Should Roseville choose, TFG is happy to discuss whether the time and intensity of a specific grant effort is likely to exceed the bounds of our retainer agreement for grants consultation and advocacy services. Services likely to trigger the discussion include but are not limited to drafting full grant narratives, preparing project budgets, and benefit cost analysis (BCA). The table below depicts TFG's grants fee structure when contracting for fully drafting an individual grant application.

Workload (low to high)	Type of Grant	Narrative Page Length	Approximate Average Cost	15% Retainer Discount Cost
Level 1	Small, well defined request	6-10	$5,000	$4,250
Level 2	Small, full grant application	11-15	$9,500	$8,075
Level 3	Medium, full grant application	16-20	$14,500	$12,375
Level 4	Large state or national foundation or medium federal grant	21-25	$18,000	$15,300
Level 5	Large federal grant application	26-30	$21,000	$17,850

CITY OF ROSEVILLE CALIFORNIA

City Clerk
311 Vernon Street
Roseville, California 95678-2649

July 8, 2021

The Ferguson Group LLC
Attn: Mike Miller, Partner
1901 Pennsylvania Avenue N.W. STE 700
Washington, D.C. 20006

RE: **PROFESSIONAL SERVICES AGREEMENT:**
PROJECT: FEDERAL ADVOCACY SERVICES

At the Roseville City Council meeting of July 7, 2021, the Roseville City Council approved the above referenced agreement. Enclosed please find a certified copy of Resolution Numbers 21-291.

If you have any questions, please contact Government Relations Administrator Mark Wolinski at 916-774-5179.

SONIA OROZCO, MMC
CITY CLERK

By:
Cary Camilleri
Cary Camilleri
City Clerk Technician

CC: Mark Wolinski/City Manager Department

COUNCIL COMMUNICATION

CC #: 2297
File #: 0800-05

Title:	Citywide East Site Radio Communications Tower - Environmental Clearance and Acquisition and Easement Documents
Contact:	Gina McColl 916-774-5452 gmccoll@roseville.ca.us Karl Grover 916-774-5145 kgrover@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to:

1. Adopt the Citywide East Site Radio Communications Tower Initial Study/Mitigated Negative Declaration (IS/MND); and
2. Adopt the Citywide East Site Radio Communications Tower IS/MND Mitigation Monitoring and Reporting Plan (MMRP); and
3. Approve Agreements for Acquisition of Permanent and Temporary Easements and authorize the City Manager to execute them and all related documents.

BACKGROUND

Radio transmission is the primary communication method for the City's emergency services and many of the daily operations providers (i.e. Police, Fire, Electric, Roseville Transit, and Environmental Utilities), as well as outside agencies during mutual aid incidents. The City's radio system handles approximately 1.5 million transmissions per year and therefore ensuring adequate coverage throughout the City is crucial.
Roseville operates two 180-foot radio communications towers. One is in west Roseville near the Roseville Energy Park and the second is in central Roseville at the Police Department building on Junction Boulevard. The east side of Roseville is currently served by radio equipment located on the 3rd floor of a commercial building in a leased electrical closet. The current east radio site has many limitations and needs to be relocated to a new site that will improve its reliability, availability, capacity and coverage.

Over the last decade, the City's Information Technology and Economic Development staff have explored opportunities to provide enhanced radio coverage on the east side of Roseville. A consultant was retained to outline facility requirements and analyze ideal locations that would provide optimal conditions for a public safety grade radio communications site. An exhibit showing potential City-owned properties and private properties is attached. Over the years, the City engaged with several property owners of the identified private property locations. With the

exception of one property, the City was turned away at different stages throughout the process for various reasons. The primary challenge with private property has been the appraised Fair Market Value (FMV). For example, two different property-owners showed interest in 2009 and again in 2019 at the Lava Ridge site until the FMV appraisal was significantly lower than what the property owners were willing to accept for selling the property. Subsequently both parties ended negotiations and the City was not interested in pursuing eminent domain.

In the fall of 2020, City staff made progress with a property owner at 2401 Olympus Drive (Valley Springs Church); however, the estimated FMV for acquiring the subject area and establishing the necessary temporary construction easements substantially exceeded the total project budget. The City has considered various heights for the tower and installing multiple lower towers. However based on the coverage maps and the need to fill gaps in coverage and increase in-building coverage (i.e. interior of hospitals, Miner's Ravine, or Westfield Galleria mall), while providing the connectivity link from East to PD and East to West sites for proper simulcast function and system resiliency, a 180 foot tower is required. After extensive evaluation and numerous attempts, staff was able to identify the nearby City-owned parcel located at 2001 Strauch Drive. This property meets the location requirements identified by the City (i.e. coverage, electrical power access, scalability, physical space for site components, and budget restrictions) and is vacant with no future plans for development.

The Strauch Drive site is an undeveloped approximately 0.8 acre triangle shaped property that is surrounded on two sides by commercial centers. There are several oak trees and a seasonal drainage feature primarily along the Strauch Drive frontage. In an effort to preserve these resources and to minimize construction costs, Economic Development worked with the adjacent commercial property owner to acquire an easement for access to the site via an existing commercial parking lot at the rear of the site. A temporary construction easement will also be granted to facilitate construction of a new driveway connection between the two properties. Part of the action requested of Council is to approve acquisition of these easements. The City would be responsible for constructing and connecting the new driveway to the radio site and for any necessary repairs to the private property caused by the construction project.

L.D. Strobel has worked with the City over the last decade to prepare feasibility plans at possible radio tower locations. Once the Strauch Drive site was deemed to be a realistic option for the east side radio tower site, L.D. Strobel began preparing plans for development of the site with a radio tower similar in style and size to the two existing radio towers in the City. The proposed east site radio facility (project) will include the 180-foot tall radio tower, an equipment shelter, backup generator, propane tank to service the backup generator, security cameras and lighting, and a chain link fence enclosure. The conceptual site plan is attached. City staff is working with L.D. Strobel to finalize the plans for building and civil improvement permits. Once completed, the plans will be brought back to Council for acceptance, and if accepted, bids would be scheduled to be opened for construction of the project. Staff is anticipating completion of the plans and opening for bids in the next couple of months, award of contract in winter, and construction of the project in the spring to summer of 2023.

Public outreach on this project has occurred in several ways. In July 2022, news of the project was provided in the various City news outlets including posted on the City's website, emailed in the City News and Business Matters newsletters, and posted on the City's Twitter and Facebook pages. Postcards were sent out to the Sierra Gardens (inactive) neighborhood property owners and an article was published in the adjacent Maidu Neighborhood Association newsletter. City staff also presented the project at the RCONA Board meeting on July 21, 2022, and at the Maidu Neighborhood Association on August 23, 2022. Additionally, the required CEQA noticing was

provided to owners and tenants of properties within 500 feet of the project site. To date, only two comment letters were received. One comment letter included general guidance from the Central Valley Regional Water Quality Control Board. This letter is informational and no response is required. The second letter was received from a resident expressing concerns and questions about the proposed height of the tower, and how it was evaluated in the Initial Study/Mitigated Negative Declaration. Response to this letter is provided in the Environmental Review section below, but in summary, the comments do not change the environmental review determination. No other questions or concerns have been raised on the project as a result of the public outreach other than during the August 23rd Maidu neighborhood meeting.

The August 23rd Maidu Neighborhood Association meeting was attended by approximately 15 members and staff representatives from IT, Economic Development and Police. Staff provided an informational presentation, with similar information to that previously provided in the neighborhood's July newsletter. Generally attendees expressed an understanding for the project and supported the project purpose, but had concerns over the aesthetics of the tower and potential impacts to property values. Questions were asked of staff on alternative designs to a tower (i.e. faux tree) and considerations for alternative locations. Staff responded to questions and verbally shared the information in the studies that have been completed over the years and the City efforts to evaluate alternative locations. It was also suggested that the City pursue eminent domain for another location, which as mentioned above, the City had previously made the decision to not go this route. Ultimately, as mentioned above, in order to meet the various coverage needs, a 180-foot tower is required and the Strauch Drive site remains the most optimal site to address the project needs and budget constraints.

As mentioned, installation of a new radio site in the east side of Roseville is essential to support emergency services and daily operations. Assuming Council supports the requested actions to move this project forward, staff is anticipating to have the new radio tower operating by late 2023.

FISCAL IMPACT

Funding for the project was approved in 2015 from the Strategic Improvement Fund (72% allocation) and the Public Facilities Fund (28% allocation). The total cost of the project is anticipated to be $1.5 million. General site maintenance would be included in the annual Information Technology Operations Fund budget.

ENVIRONMENTAL REVIEW

In accordance with CEQA, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the proposed project. The Initial Study determination is that all potential impacts can be mitigated to a less-than-significant level, and therefore the IS/MND satisfies CEQA requirements. Environmental Impact Summary: Impacts are primarily short-term construction related. Mitigation measures were identified for the following environmental issue areas:

- Tribal Cultural Resources
- Cultural Resources
- Biological Resources

Consistent with CEQA Guidelines Section 15097, a Mitigation Monitoring and Reporting Plan

(MMRP) has been prepared to assist with the tracking and implementation of the required mitigation measures.

The IS/MND was made available for a 30-day public review and comment period from July 25 through August 23, 2022. The environmental document availability was announced via: 1) written notice sent directly to surrounding properties; and 2) a legal notice published in the July 23, 2022 edition of the Roseville Press Tribune. These notices advised of the IS/MND availability and public comment period. The environmental document was accessible on the City's website, copies were made available at the Permit Center front counter, and the document was filed with the California Office of Planning and Research State Clearinghouse website (SCH No, 2022070353).

The City received two comment letters regarding the IS/MND. One comment letter was received with general guidance from the Central Valley Regional Water Quality Control Board. The letter is informational and no response is required. A letter was received from a resident questioning why the CEQA document did not identify the potential aesthetic effect of the project as a potentially significant impact. In the comment letter submitted by Lance Hibben (attached), he asked why, in the East Side Communications Tower IS/MND, aesthetics was determined to not be an environmental factor potentially affected by the proposed project. In the course of preparing the analysis, staff determined that because the proposed tower is located in an already urbanized and developed area, the tower would not constitute a significant impact. Although the tower would be taller than the surrounding structures, it would be visually consistent with the surrounding land uses. In addition, the applicable California Environmental Quality Act (CEQA) thresholds of significance related to the aesthetics makes a distinction between urbanized and non-urbanized areas. The CEQA analysis for urbanized areas, such as the area of the proposed project, need only address whether the project would conflict with applicable zoning and other regulations governing scenic quality. The proposed project is an allowed use under the existing zoning, and as stated on page 3-7 of the IS/MND, according to Section 19.34.010 of the Roseville Municipal Code, buildout of the proposed tower would be required to comply with the regulations and prohibitions in Chapter 19.34, Antennas and Communications Facilities. The regulations and prohibitions in Chapter 19.34 are intended to minimize the adverse impacts of such equipment and structures on neighborhoods and surrounding developments by limiting the height, number, and location of such devices. The proposed project's required compliance with such would ensure that substantial adverse impacts related to aesthetics do not occur. For example, all wireless communication facilities would be required to be painted colors which are compatible with their surroundings.

Photo simulations of the proposed tower were provided to give agencies and the public an idea of how visible the tower would be from nearby roadways. The simulations were prepared to represent the view of the tower from the specific locations and viewing angles presented. The simulations are based on engineering plans and distance measurements taken in the field; and therefore, provide an accurate representation of the proposed project.

The Initial Study conclusion is that with implementation of the mitigation measures identified in the IS/MND, all potential impacts would be reduced to less than significant and an MND is proposed to satisfy CEQA requirements. Staff recommends adoption of the IS/MND and MMRP to satisfy the project's CEQA requirements.

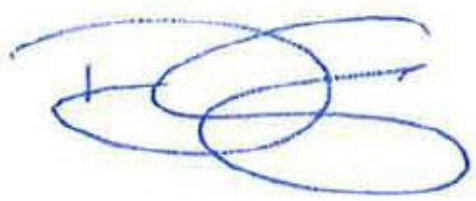
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Gina McColl, Economic Development Analyst, and Karl Grover, IT Program Manager

Hong Sae, Chief Information Officer, and Melissa Anguiano, Economic Development Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Conceptual Plan

Resolution 22-351

IS//MND

MMRP

Agreements

Location Assessment Map

Comment Letter - State Water Board

Comment Letter - Lance Hibben

PROJECT NUMBER: EN22-0684

#66

(N) COMPOUND AREA
PLEASE SEE DRAWING A-1.2
FOR DETAILS AND DIMENSIONS

(N) "H-FRAME" W/ (N) 200A METER W/ DISCONNECT, (N) INTERSECT, (N) TELCO BOX, & N) FIRE EXTINGUISHER

THIS AREA FOR EXPANSION TO ACCOMODATE FUTURE TENNANTS

(N) 6' HIGH CHAIN-LINK FENCE WITH 3 STRANDS BARBED WIRE

(N) 12' WIDE DOUBLE SWING ACCESS GATE

24"TREE
#69

34"OAK

30"OAK
#70

28"OAK
#1998

24"OAKS

32"OAKS

30"OAK

PROPERTY LINE

PROPERTY LINE

(E) COMMERCIAL BUILDING

(N) AREA OF FILL-IN GRADE FOR NEW ACCESS ROUTE GRADE AT ACCESS ROUTE TO BE 1:10 OR LESS (10%)

TRASH

(N) 12' WIDE ACCESS GATE (STYLE AND MATERIALS TO BE DETERMINED)

CURB AT ACCESS ROUT TO BE CUST FLUSH WITH GRADE

(E) LANDSCAPE PLANTER (TO BE REMOVED)

(N) TEMPORARY CONSTRUCTION EASEMENT

(N) NON ACC

Conceptual - Not for Construction

ENLARGED SITE PLAN
SCALE: 1/8"=1'-0"

0 2' 8' 16' 24'
SCALE: 1/8"=1'-0"

0
N
270-W E-90
MAGNETIC
S
180
MAGNETIC DECLINATION ≅ 17°

L.D. STROBEL CO. INC.
DESIGN / CONSTRUCTION
WIRELESS COMMUNICATIONS
1022 SHARY CIRCLE, SUITE 9, CONCORD, CA. 94518
PHONE: 925-686-3241 FAX: 925-686-3350

REGISTERED PROFESSIONAL ENGINEER
CONRAD L. ALPAY
NO C 28899
EXPIRE 3-31-21
CIVIL
STATE OF CALIFORNIA

REVISIONS

NO.	DATE	DESCRIPTION
1	2/8/22	90% ZD
2	6/23/22	100% ZD/CD
3	7/25/22	100% ZD/CD Rev A

SITE ADDRESS:
2001 STRAUCH DRIVE
ROSEVILLE, CA 95661
PLACER COUNTY
APN: 048-260-049

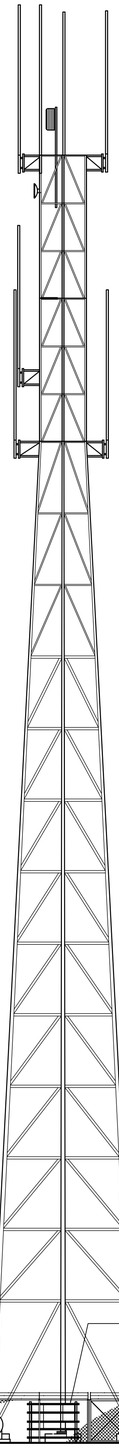
CITY OF ROSEVILLE
INFORMATION TECHNOLOGY
316 VERNON ST SUITE 300
ROSEVILLE, CA 95678

PROPOSED EQUIPMENT INSTALLATION
STRAUCH DRIVE

CITY OF ROSEVILLE CALIFORNIA

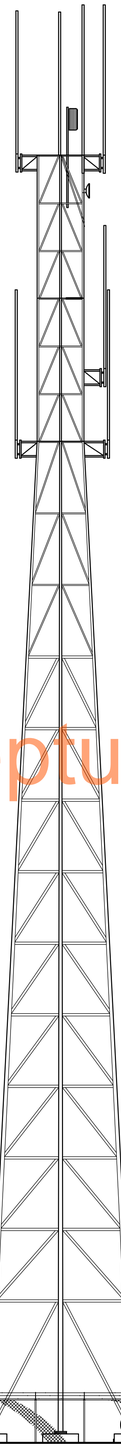
DRAWN: jjg DATE: 8/16/22
FILE: 9276-A1
SHEET NO.
A-1.1

PROJECT NUMBER: EN22-0684



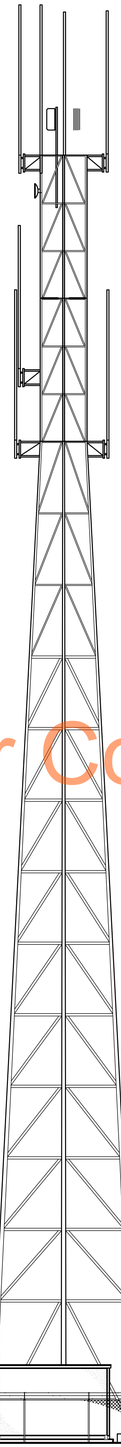
(N) "H-FRAME" UTILITIES SUPPORT W/ METER, DISCONNECT, INTERSECT, TELCO BOX, AND FIRE EXTINGUISHER (OPTIONAL)

SOUTH ELEVATION
SCALE: 1"=10'-0"



(N) WAVEGUID BRIDGE
(N) A/C UNITS

NORTH ELEVATION
SCALE: 1"=10'-0"



EAST ELEVATION
SCALE: 1"=10'-0"



(N) 180' SELF-SUPPORTING THREE LEGGED COMMUNICATIONS TOWER

WEST ELEVATION
SCALE: 1"=10'-0"

01' 5' 10' 20' 30'
SCALE: 1"=10'-0"

Conceptual - Not for Construction

L.D. STROBEL CO. INC.
DESIGN / CONSTRUCTION
WIRELESS COMMUNICATIONS
1022 SHARY CIRCLE, SUITE 9, CONCORD, CA. 94518
PHONE: 925-686-3241 FAX: 925-686-3350

REGISTERED PROFESSIONAL ENGINEER
CONRAD L. PARKS
NO C 28899
EXPIRE 3-31-21
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STATE OF CALIFORNIA

REVISIONS

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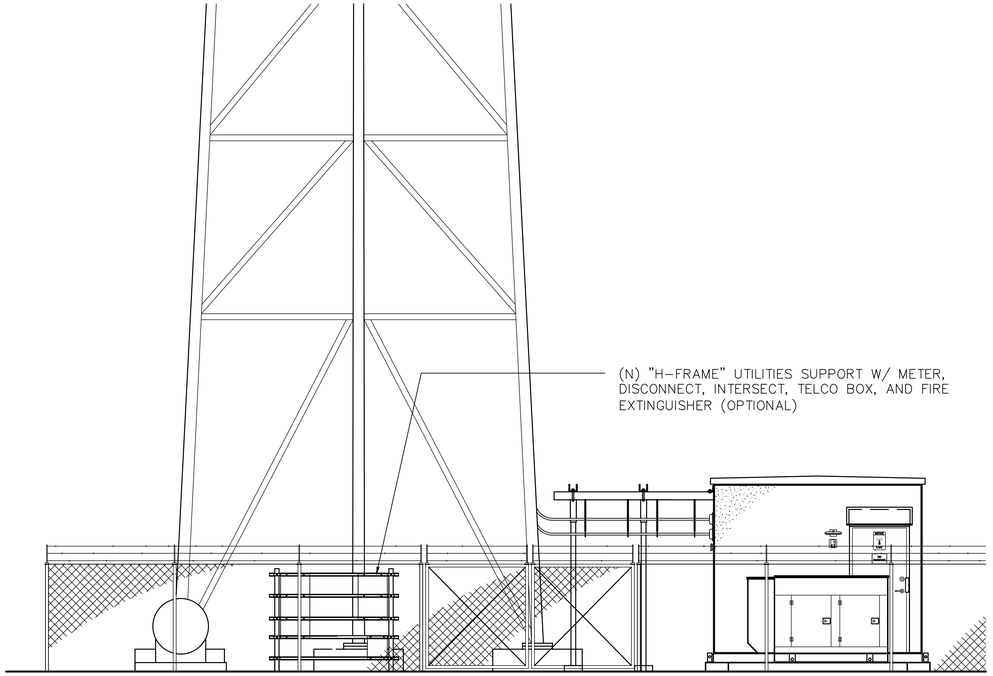
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PROPOSED EQUIPMENT INSTALLATION
STRAUCH DRIVE

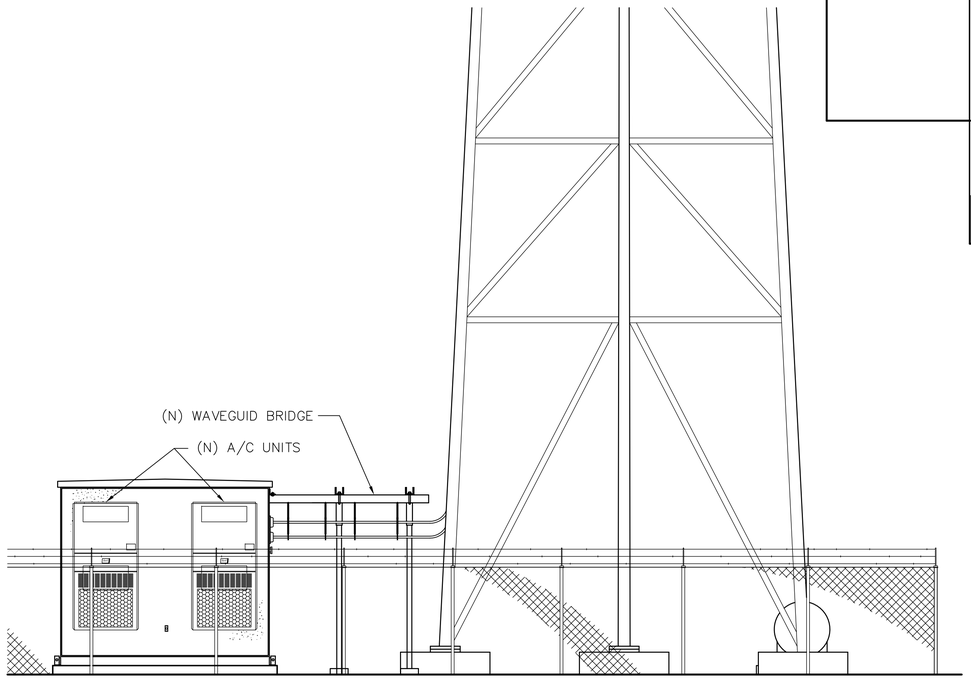
CITY OF ROSEVILLE CALIFORNIA

DRAWN: jjg DATE: 8/18/22
FILE: 9276-A1
SHEET NO.
A-2

PROJECT NUMBER: EN22-0684

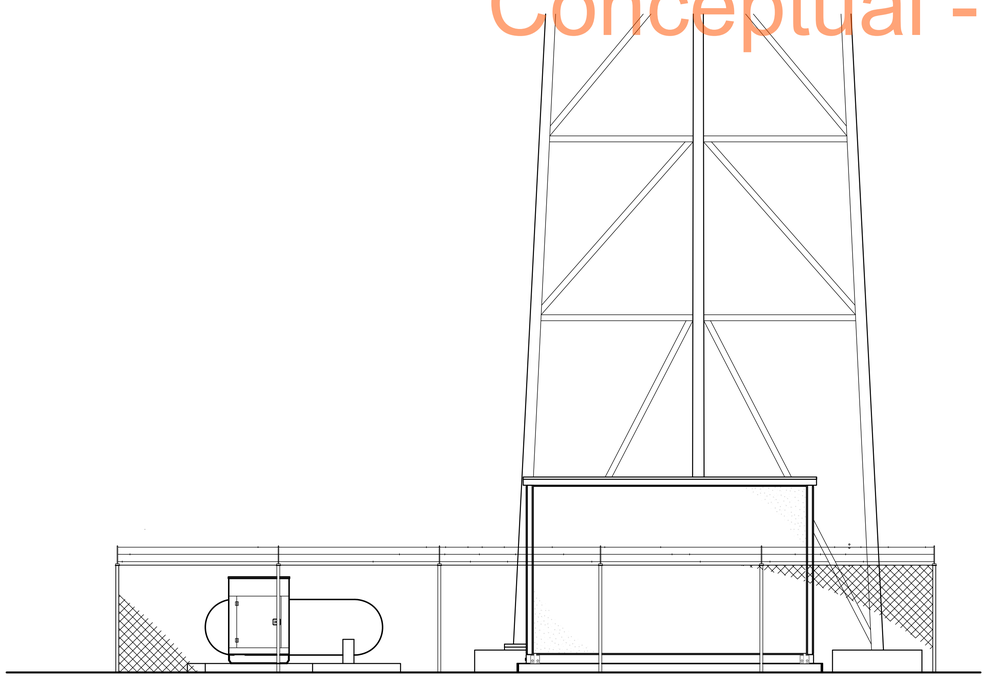


SOUTH ELEVATION
SCALE: 1/4"=1'-0"

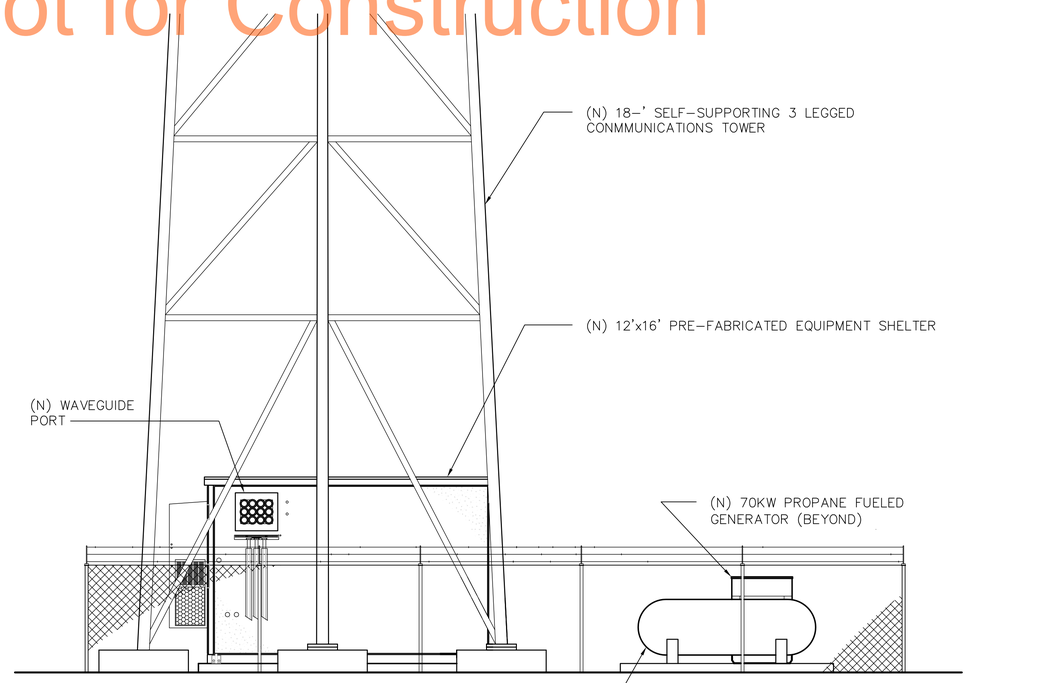


NORTH ELEVATION
SCALE: 1/4"=1'-0"

Conceptual - Not for Construction



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



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

0 1' 4' 8' 12'
SCALE: 1/4"=1'-0"

L.D. STROBEL CO. INC.
DESIGN / CONSTRUCTION
WIRELESS COMMUNICATIONS
1022 SHARY CIRCLE, SUITE 9, CONCORD, CA. 94518
PHONE: 925-686-3241 FAX: 925-686-3350

REGISTERED PROFESSIONAL ENGINEER
CONRAD L. PRATT
NO C 28899
EXPIRE 3-31-21
CIVIL
STATE OF CALIFORNIA

REVISIONS

NO.	DATE	DESCRIPTION
1	2/8/22	90% ZD
2	6/23/22	100% ZD/CD
3	7/25/22	100% ZD/CD Rev A

SITE ADDRESS:
2001 STRAUCH DRIVE
ROSEVILLE, CA 95661
PLACER COUNTY
APN: 048-260-049

CITY OF ROSEVILLE
INFORMATION TECHNOLOGY
316 VERNON ST SUITE 300
ROSEVILLE, CA 95678

PROPOSED EQUIPMENT INSTALLATION
STRAUCH DRIVE

CITY OF ROSEVILLE CALIFORNIA

DRAWN: jjg | DATE: 4/6/22
FILE: 9276-A1
SHEET NO.
A-3

RESOLUTION NO. 22-351

ADOPTING THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, ADOPTING THE MITIGATION MONITORING AND REPORTING PLAN, APPROVING THE AGREEMENT FOR ACQUISITION OF REAL PROPERTY, APPROVING THE PERMANENT NON-EXCLUSIVE ACCESS EASEMENT AND APPROVING A TEMPORARY CONSTRUCTION EASEMENT FOR THE CITYWIDE EAST SITE RADIO COMMUNICATIONS TOWER PROJECT

WHEREAS, radio transmission is the primary communication method for the City's emergency services and many of the daily operations providers (i.e. Police, Fire, Electric, Roseville Transit, and Environmental Utilities), as well as outside agencies during mutual aid incidents; and

WHEREAS, the current east radio site has many limitations and needs to be relocated to a new site that will improve its reliability, availability, capacity and coverage; and

WHEREAS, after extensive evaluation, staff was able to identify the nearby City owned parcel located at 2001 Strauch Drive for the East Site Radio Communications Tower Project ("Project"), which meets the location criteria identified by the City's consultant and is vacant with no future plans for development; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the proposed Project; and

WHEREAS, the Initial Study/Mitigated Negative Declaration (IS/MND) was made available for a 30 day public review and comment period from July 25, 2022 through August 23, 2022; and

WHEREAS, consistent with CEQA Guidelines Section 15097, a Mitigation Monitoring and Reporting Plan (MMRP) has been prepared to assist with the tracking and implementation of required mitigation measures; and

WHEREAS, the Initial Study conclusion is that with implementation of all mitigation measures identified in the IS/MND and MMRP, all potential impacts would be reduced to less than significant and an MND is proposed to satisfy CEQA requirements; and

WHEREAS, staff recommends adoption of the IS/MND and approval of the MMRP to satisfy the project's CEQA requirements.

WHEREAS, Agreements for Acquisition Real Property and Permanent and Temporary Easements needed for the Project have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it finds on the basis of the Initial Study/Mitigated Negative Declaration, and the whole record, including public comments and other documents, that if the Citywide East Site Radio Communications Tower Project is conditioned with mitigation measures as proposed, there is no substantial evidence that the Project will have a significant effect on the environment; the Mitigated Negative Declaration reflects the independent judgment and analysis of the City of Roseville, and the Mitigated Negative Declaration for the Project is hereby adopted.

BE IT FURTHER RESOLVED that the Mitigation Monitoring and Reporting Plan for the Citywide East Site Radio Communications Tower Project is hereby approved.

BE IT FURTHER RESOLVED that the Agreements for Acquisition of Real Property, the Permanent Non-Exclusive Access Easement and Temporary Construction Easement for the Citywide East Site Radio Communications Tower Project are hereby approved and the City Manager is authorized to execute them and all related documents on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Initial Study/Mitigated Negative Declaration

East Site Radio Communication Tower: Emergency and Daily Operational Services Project

Prepared for:

CITY OF ROSEVILLE CALIFORNIA

July 2022

Prepared by:

RANEY PLANNING & MANAGEMENT, INC. 20 years

1501 Sports Drive, Suite A, Sacramento, CA 95834

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Chapter 1
Introduction and Summary

1.1 Introduction

This document is an Initial Study/Mitigated Negative Declaration (IS/MND) that addresses the potential environmental impacts of the East Site Radio Communication Tower: Emergency and Daily Operational Services Project (proposed project) proposed by the City of Roseville (City).

The proposed project would involve the development of a portion of the project site with an unmanned communications tower, with an associated communications building and access driveway. The project site is located east of the intersection of Strauch Drive and Huntington Drive in the City of Roseville, CA. The project site, identified by Assessor's Parcel Number 048-260-032, is undeveloped and contains several species of trees.

The California Environmental Quality Act (CEQA) and Section 15004 of the State CEQA Guidelines encourage early completion of environmental documentation to enable environmental considerations to influence project design. This IS/MND is a public information document that discloses the proposed project's environmental effects and informs decision makers of the project's compliance with CEQA and the State CEQA Guidelines.

This document describes the proposed project's background, project components, the existing environmental setting (conditions before implementation of the project), and the potential environmental impacts of the proposed project. Chapter 2, *Project Description*, describes the proposed project and the best management practice (BMP) measures that the City has incorporated into the proposed project to avoid and minimize potential effects. Chapter 3, *Environmental Checklist*, identifies the anticipated environmental impacts by topic and provides mitigation measures that would be implemented to avoid significant impacts, if warranted.

1.2 CEQA Lead Agency

As the lead agency for the proposed project under CEQA, the City of Roseville determined that preparation of an IS/MND was necessary to evaluate the environmental issues associated with the proposed project and satisfy the requirements of CEQA and the State CEQA Guidelines. The IS/MND is available for public review at the following location:

City of Roseville Permit Center
311 Vernon Street
Roseville, CA 95678
(916) 774-5332

Due to changeable circumstances regarding COVID-19 concerns, the Permit Center hours for in person document review may be limited. Therefore, the public is encouraged to check the City's web site first to ensure in office accommodations are available:

https://www.roseville.ca.us

Alternatively, the IS/MND can also be viewed or downloaded from the City's website via the following link:

https://www.roseville.ca.us/environmentaldocuments

During the review period, written comments may be submitted via email to: *tshirhall@roseville.ca.us*, or sent by regular mail to:

Ms. Terri Shirhall, Environmental Coordinator
City of Roseville, Development Services Department
311 Vernon Street
Roseville, CA 95678

1.3 Summary

This IS/MND concludes that the proposed project would have potentially significant but mitigable impacts on biological resources, cultural resources, and tribal cultural resources, as described in Chapter 3, *Environmental Checklist*. This IS/MND identifies a variety of mitigation measures that the City would implement to avoid or minimize potentially significant impacts on sensitive environmental resources. Implementation of these measures, in addition to project BMPs, would further reduce the potential impacts to a less-than-significant level.

Chapter 2
Project Description

2.1 Project Background

The City of Roseville proposes to allow the construction of the East Site Radio Communication Tower: Emergency and Daily Operational Services Project (proposed project) in the Infill Planning Area of the City of Roseville, California (see Figure 2-1). The proposed project would involve the construction of a radio communications tower, as well as an associated communications building and access roadway.

2.2 Project Location and Existing Conditions

The project site is located east of the intersection of Strauch Drive and Huntington Drive in the City of Roseville, CA. The project site (see Figure 2-2), identified by Assessor's Parcel Number 048-260-032, is undeveloped. The site contains ruderal grassland, several species of trees, including oak, along the perimeter of the site, and a drainage feature that crosses the western portion of the site. Surrounding existing land uses include shopping centers with a variety of retail and commercial uses to the north, east, and southeast; undeveloped land to the south and southwest, across Strauch Drive; and shopping centers to the west and northwest, across Strauch Drive. The City of Roseville General Plan designates the site as Community Commercial (CC) and the site is zoned as Planned Development (PD7).

2.3 Proposed Project Components

The proposed project consists of the following main components:

- Construction of the proposed radio communications tower; and
- Operations/maintenance of the tower.

The specifications of the proposed tower are described in greater detail below.

2.3.1 Construction of the Proposed Project

The proposed project would involve construction of a 180-foot-tall radio communications tower, a 12-foot by 16-foot shelter for the on-site 70 kiloWatt emergency generator, and a 500-gallon propane tank on a portion of the project site (Figure 2-3, Figure 2-4, and Figure 2-5). The emergency generator would be fueled by propane, and all components of the proposed project would be fenced within an approximately 2,483-square-foot enclosure. Vehicle access to the site would be provided by a new 12-foot private maintenance roadway connecting to the parking lot immediately east of the project site.

Figure 2-1
Regional Project Location



Figure 2-2
Project Site



Figure 2-3
Overall Site Plan

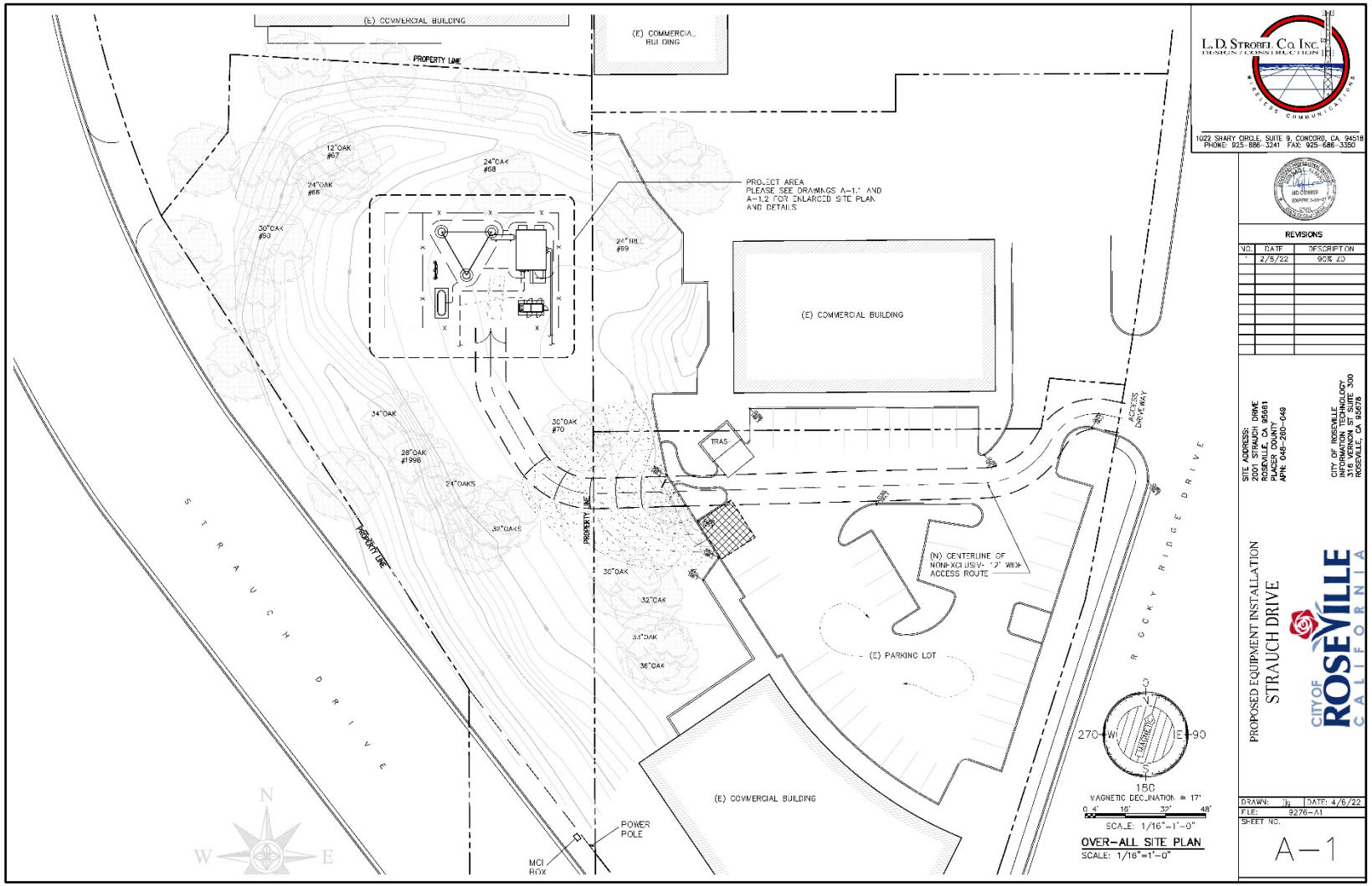


Figure 2-4
Focused Site Plan

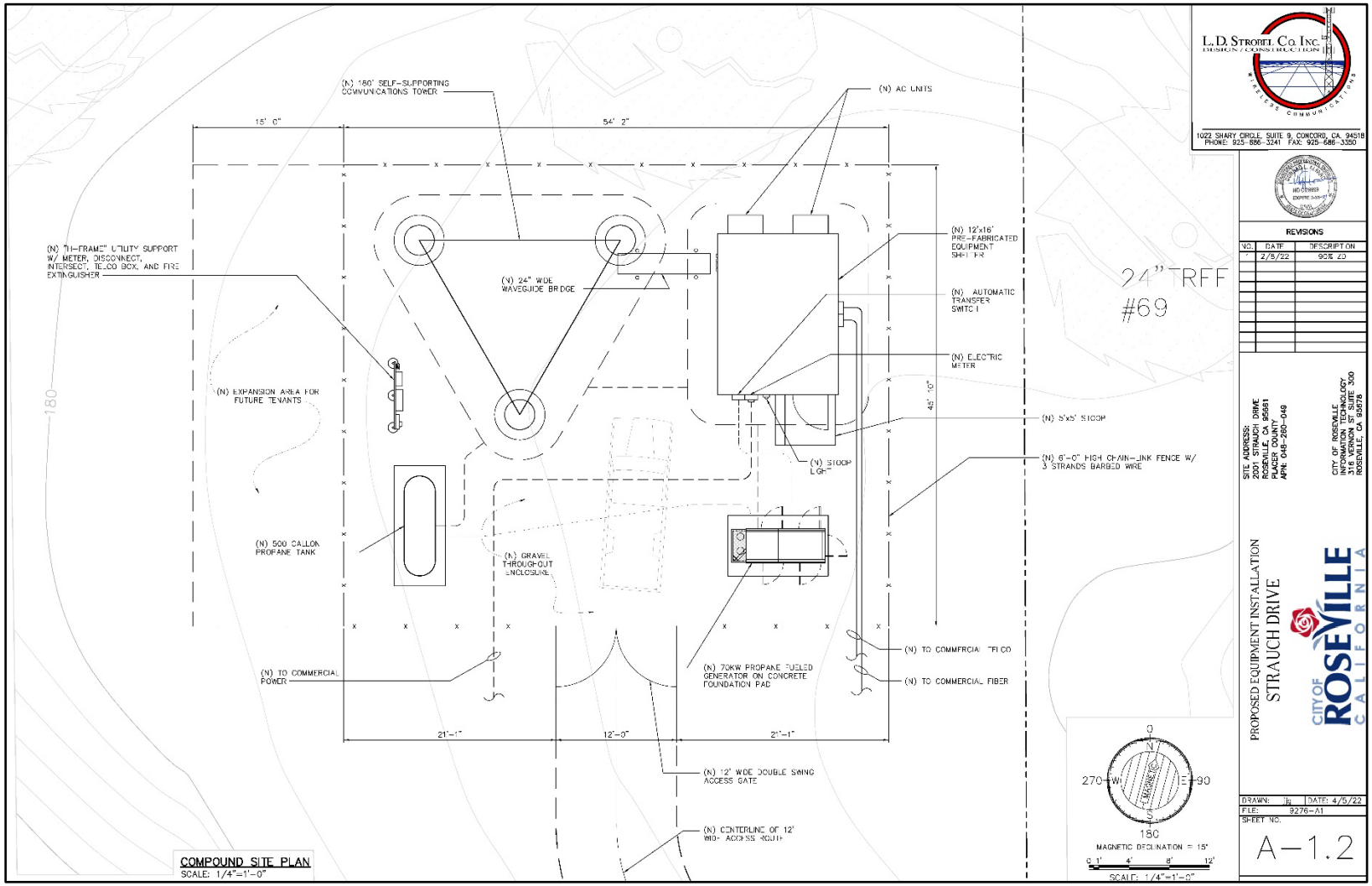
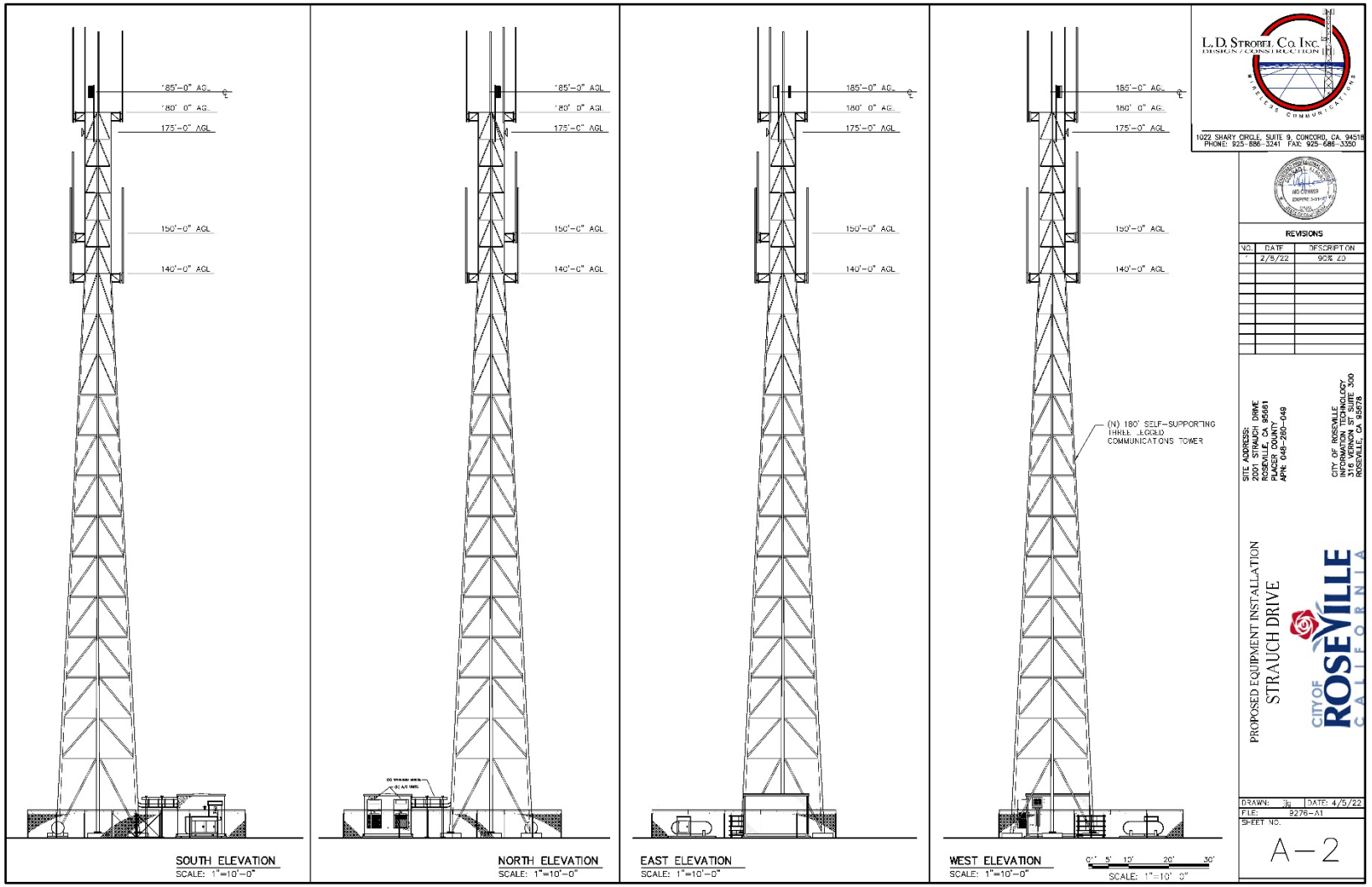


Figure 2-5
Tower Elevations



Ground disturbing activities associated with construction of the proposed project would be limited to establishing the tower foundation and access road, assembly of the tower and shelter, and worker vehicle circulation. Additionally, tree removal may occur. Construction activities would take place between 7:00 AM and 7:00 PM Monday through Friday and between 8:00 AM and 8:00 PM Saturday and Sunday, in compliance with the City's Noise Ordinance.

2.3.2 Radio Communications Tower Operations

The proposed radio communications tower would be unmanned and would not require regular staffing. However, occasional site maintenance, including testing of the emergency generator, would be necessary. Maintenance staff would access the project site through the private easement access road that would connect to the commercial parking lot to the east of the project site.

2.4 Best Management Practices (BMPs)

Water quality measures (stormwater management measures and BMPs) would be implemented as part of the project to minimize potential water quality impacts. Key management measures consist of the following:

- Protect areas that provide important water quality benefits or are particularly susceptible to erosion or sediment loss.
- Minimize the potential for erosion by limiting land disturbances such as clearing, grading, and cut and fill.
- Limit disturbance of natural drainage features and vegetation.
- Ensure proper storage and disposal of toxic material.
- Incorporate pollution prevention into operation and maintenance procedures to reduce pollutant loadings to surface runoff.

2.4.1 Construction BMPs

The City and its contractor shall implement construction BMPs to avoid and minimize impacts on sensitive environmental resources. Implementation of the BMPs discussed below would minimize the potential for construction-related surface water pollution and ensure that water quality in off-site waterways and wetlands would not be compromised by erosion and sedimentation during construction.

Temporary Fencing. Where appropriate, the City's contractor shall install construction barrier fencing (including sediment fencing and straw wattles) to prevent contaminants and debris from entering off-site surface waters. Before construction begins, the City or its contractor shall identify the locations for the barrier fencing and mark those locations with stakes or flagging.

Equipment. The City shall comply with applicable stormwater ordinances, stormwater management plans, and BMPs to prevent or minimize the potential release of equipment-related petroleum contaminants into adjacent surface waters and groundwater. Implementation of standard construction procedures and precautions for working with

petroleum and construction chemicals would further ensure that the impacts related to chemical handling during project construction would be minor.

Hazardous Materials. The City shall implement appropriate hazardous material management practices and other good housekeeping measures to reduce the potential for chemical spills or releases of contaminants, including any non-stormwater discharge to adjacent surface waters. Implementation of these measures would minimize the potential for surface and groundwater contamination.

Erosion Control. The project design shall incorporate permanent erosion control elements to ensure that stormwater runoff does not cause soil erosion. Erosion and sediment control plans shall comply with the City's Grading Ordinance, which requires reducing erosion and retaining sediment onsite.

Toxic Materials Control and Spill Response Plan. The following measures shall be incorporated into the plan and implemented to avoid or minimize the risk of spills or discharges of toxic materials into adjacent surface waters:

- Prepare a hazardous material spill prevention, control, and countermeasure plan (SPCC) before construction and implement during construction;
- Prevent raw cement, concrete or concrete washings, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to aquatic life from contaminating the soil or entering off-site surface waters;
- Prevent discharge of drilling mud and fluids into off-site surface waters by using appropriate containment, disposal, and storage methods;
- Prevent discharge of turbid water or sediment-laden runoff to off-site surface waters by using sediment filters, diverting the water to a settling tank, and/or implementing other erosion and water quality control BMPs;
- Clean up all spills immediately according to the SPCC;
- Provide areas located outside of sensitive environmental areas for staging and storing equipment, materials, fuels, lubricants, solvents, and other possible contaminants; and
- Prevent hazardous materials from entering waters. The construction contractor shall notify the City Fire Department if evidence of soil or groundwater contamination is encountered during construction activities. Construction in that area shall be halted until the Fire Department has evaluated the find and remediation is completed, if necessary.

2.4.1.1 Traffic Management Plan

The City shall require the construction contractor to implement a Traffic Management Plan (TMP), including a construction schedule and plan to meet the City's notice procedures, before construction activities are initiated. This plan shall identify general methods by which construction activities shall be managed to minimize substantial delays to traffic as discussed below.

Communication: Develop and implement a public information campaign that describes the nature and duration of construction activities and when construction related temporary "controlled conditions" and/or travel delays are expected. Particular attention shall be placed on special events (e.g., school graduations or Placer County Fairgrounds events) that may attract unfamiliar users to the City's roadway system. The City is currently doing public outreach and shall continue the outreach program throughout project design and construction.

Construction: Describe and analyze the number of employees and their site parking areas, and the number of trucks, their routing and staging, and operating hours.

Wayfinding: Position and operate changeable message sign (CMS) trailers at strategic locations and employ other temporary signage as necessary to advise motorists, pedestrians and bicyclists of pending construction activities and alternate routes.

Emergency Vehicle Response: The contractor shall coordinate with City Police and Fire Departments to ensure that all potential effects of construction traffic controls are clearly communicated understood by public safety providers.

2.4.1.2 Noise Control Measures

The following measures shall be incorporated into the construction specifications for the proposed project to reduce and control noise generated by construction-related activities, consistent with City ordinances and standards:

- Noise-generating construction activities from the City's construction contractor shall be restricted consistent with the City's Noise Ordinance (Monday through Friday from 7:00 AM to 7:00 PM, and Saturday and Sunday from 8:00 AM to 8:00 PM);
- All construction equipment shall have sound-control devices no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust; and
- Appropriate additional noise-reducing measures shall be implemented, including the following: stationary construction equipment shall be located as far as possible from sensitive uses; sensitive uses shall be identified on construction drawings; and excessive equipment idling shall be prohibited when the equipment is not in use.

2.4.1.3 Hazards and Hazardous Materials Measures

The construction documents shall identify materials that are considered hazardous. The project contractor shall be required to develop a Health and Safety Plan (prepared by a registered industrial hygienist) that addresses release prevention measures; employee training, notification, and evacuation procedures; and adequate emergency response protocols and cleanup procedures.

The contractor shall comply with the California Occupational Safety and Health Administration standards for the storage and handling of fuels, flammable materials, and common construction-related hazardous materials and for fire prevention (California Labor Code, Division 5, Chapter 2.5).

2.4.2 City of Roseville Mitigating Ordinances

As part of the proposed project, the City shall implement the following regulations and ordinances to reduce potential environmental impacts associated with the project:

- Noise Regulation (Roseville Municipal Code [RMC] Ch.9.24);
- Urban Stormwater Quality Management and Discharge Control Ordinance (RMC Ch.14.20);
- Stormwater Quality Design Manual (Resolution 07-432);
- City of Roseville Design and Construction Standards (Resolution 07-137); and
- Community Design Guidelines (Resolution 95-347).

2.5 Required Entitlements

Required permits and approvals are shown in Table 2-1. Local approvals required to construct and operate the proposed project include adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan by the City Council and approval of the project plans and specifications and construction contract. The City must also submit applications to the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA) to reflect the new site coordinates.

Table 2-1: Permits and Approvals Needed for the Proposed Project

Agency	Permit/Approval
City of Roseville	Adoption of the Mitigated Negative Declaration
City of Roseville	Approval of the Mitigation Monitoring and Reporting Plan
City of Roseville	Approval of Plans and Specifications and Construction Contract
FCC	Approval of New Site Coordinates
FAA	Approval of New Site Coordinates

Chapter 3
Environmental Checklist

1.	**Project Title:**	East Site Radio Communication Tower: Emergency and Daily Operational Services Project
2.	**Lead Agency Name and Address:**	City of Roseville 311 Vernon Street Roseville, CA 95678
3.	**Contact Person and Phone Number:**	Terri Shirhall Environmental Coordinator Development Services Department (916) 774-5362
4.	**Project Location:**	The project site, identified by Assessor's Parcel Number 048-260-032, is located east of the intersection of Strauch Drive and Huntington Drive in the City of Roseville, CA.
5.	**Project Sponsor's Name and Address:**	City of Roseville Department of Information Technology Hong Sae, Chief Information Officer, Information Technology 316 Vernon Street, Suite 300 Roseville, CA 95678
6.	**General Plan Designation:**	Community Commercial (CC)
7.	**Zoning:**	Planned Development (PD7)

8. Description of Project:

The proposed project would include the development of a portion of the project site with a 180-foot-tall radio communications tower, a 12-foot by 16-foot shelter, a 60-kiloWatt emergency generator, and 500-gallon propane tank. An access driveway would be provided from the parking lot of the adjacent property to the east. Ground disturbing activities associated with construction of the proposed project would be limited to establishing the tower foundation, assembly of the tower and shelter, and worker vehicle circulation.

9. Surrounding Land Uses and Setting:

The site contains several species of trees, including oak, along the perimeter of the site, and a drainage feature crosses the western portion of the site. Surrounding existing land uses include shopping centers with a variety of retail and commercial uses to the north, east, and southeast; undeveloped land to the south and southwest, across Strauch Drive; and shopping centers to the west and northwest, across Strauch Drive.

10. Other Public Agencies Whose Approval is Required:

None.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

On March 29, 2022, the City of Roseville sent certified letters to the Tribes listed below requesting consultation and/or information regarding tribal resources in the project area. The letters requested a response within 30 days. The United Auburn Indian Community of the Auburn Rancheria (UAIC) initiated consultation on June 3, 2022, and consultation was closed with mutual agreement on July 7, 2022. Wilton Rancheria also requested consultation on May 3, 2022, but did not respond to the City's attempts at communication, therefore the City closed consultation on July 8, 2022.

- United Auburn Indian Community of the Auburn Rancheria;
- Shingle Springs Band of Miwok Indians;
- Tsi Akim Maidu;
- Ione Band of Miwok Indians; and
- Wilton Rancheria.

3.1 Environmental Factors Potentially Affected

The environmental factors checked below would potentially be affected by this project (i.e., the project would involve at least one impact that is a "Potentially Significant Impact"), as indicated by the checklist on the following pages.

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

3.2 Determination

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have an impact on the environment that is "potentially significant" or "potentially significant unless mitigated" but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards and (2) has been addressed by mitigation measures based on the earlier analysis, as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the project, nothing further is required.

Tim Sill — Signature

7.19.22 — Date

3.2.1 Aesthetics

I. Aesthetics	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings along a scenic highway?	☐	☐	☐	☒
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	☐	☐	☒	☐

3.2.1.1 Discussion

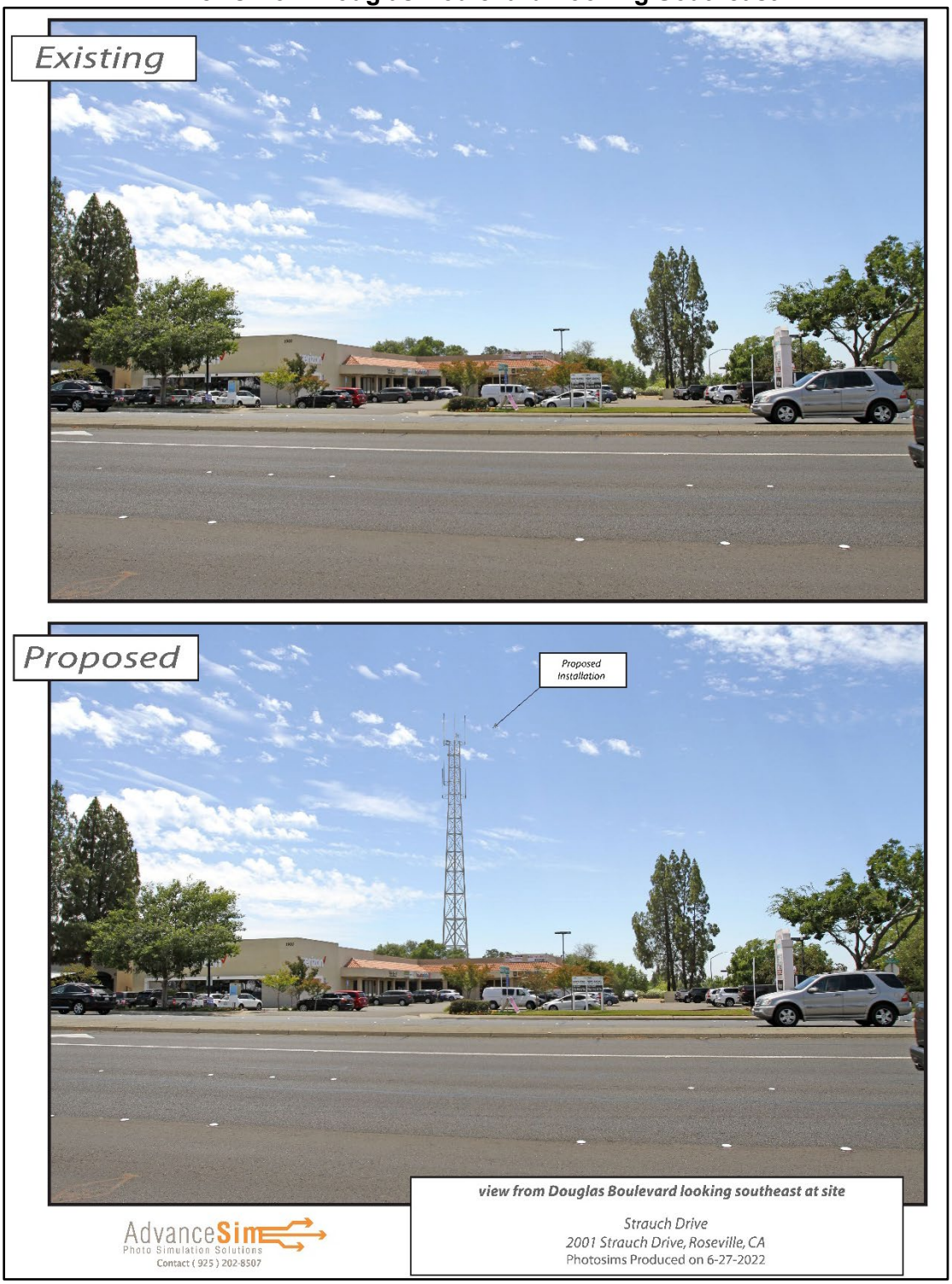
a,b. Examples of typical scenic vistas include mountain ranges, ridgelines, or bodies of water as viewed from a highway, public space, or other area designated for the express purpose of viewing and sightseeing. Per the City's General Plan EIR, the City's Panning Area does not contain any scenic vistas or any designated or eligible State scenic highways. Thus, the proposed project would not have a substantial adverse effect on a scenic vista or substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a State scenic highway, and ***no impact*** would occur.

c. The project is located in an urbanized area of the City of Roseville; therefore, in accordance with CEQA question 'c', the relevant threshold is whether the project would conflict with applicable zoning and other regulations governing scenic quality, rather than whether the project would substantially degrade the existing visual character or quality of public views of the site and its surroundings. Nonetheless, photo simulations of the proposed project have been prepared, and are included as Figure 3-1 and Figure 3-2.

Figure 3-1
Views from Strauch Drive Looking Northwest



Figure 3-2
Views from Douglas Boulevard Looking Southeast



As shown in Figure 3-1 and Figure 3-2, the visual landscape of the surrounding area is characterized by commercial development, with shopping centers to the west, north, and east, and undeveloped land to the south. The proposed radio communications tower would stand approximately 180 feet above ground level. Public views of the top of the tower would be available from Douglas Boulevard from the north, Rocky Ridge Drive from the east, and Strauch Drive from the south. As shown in the photo simulations, the base of the tower and the communications building would be screened from public view by the trees along Strauch Drive, and the commercial buildings to the north and east. Given the urbanized and commercial nature of the area, the proposed project would be generally consistent with the visual character of the project vicinity.

According to Section 19.34.010 of the RMC, the regulations and prohibitions in Chapter 19.34, Antennas and Communications Facilities, are intended to minimize the adverse impacts of such equipment and structures on neighborhoods and surrounding developments by limiting the height, number, and location of such devices. The proposed project's required compliance with such would ensure that substantial adverse impacts related to aesthetics do not occur. For example, all wireless communication facilities would be required to be painted colors which are compatible with their surroundings. In addition, a radio communications tower is an allowed use under the CC land use and PD7 zoning designations. Thus, the proposed project would be consistent with applicable zoning and other regulations governing antennas and communications facilities in the City of Roseville.

Based on the above, implementation of the proposed project would not conflict with the project site's current land use and zoning designations and other regulations governing scenic quality, and a ***less-than-significant*** impact would occur.

d. The existing nighttime lighting environment in the project area is defined by light from Strauch Drive and the surrounding shopping centers, including sources such as streetlights, headlights from vehicles, lighted street signs, and traffic signals. The proposed radio communications tower has the potential to introduce new sources of light in the project vicinity. The communications building would not be occupied, and thus would not be expected to produce light on a regular basis. The only light associated with the tower itself would most likely be affixed to the radio communication tower's highest point. The light source would be located approximately 180 feet in the air, and would be necessary for safety purposes. Thus, the light would not cause a substantial increase in light or glare in the project surroundings.

Based on the above, the proposed radio communications tower, as well as the associated shelter, access roadway, emergency generator, and propane tank, would not substantially alter the existing lighting in the project area. In addition, the tower would comply with all applicable lighting standards established in the RMC. Therefore, the proposed project would result in ***less-than-significant*** impacts related to creating a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

3.2.1.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to aesthetic resources. Therefore, mitigation measures are not necessary.

3.2.1.3 References

Vosney, Jack, President for Advancesim Inc. Personal Communication [email] with Rod Stinson, Vice President of Raney Planning & Management, Inc. June 28, 2022.

3.2.2 Agricultural and Forestry Resources

II. Agricultural and Forestry Resources	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

3.2.2.1 Discussion

a-e. The project site currently consists of undeveloped ruderal grassland, as well as several trees along the site perimeter, and drainage feature. According to the California Department of Conservation's Farmland Mapping and Monitoring Program, the project site is designated as "Urban and Built-Up Land" and does not contain any Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Thus, the project site would not be converted from Farmland to non-agricultural uses as a result of the proposed project. The project site is currently designated CC per the City's General Plan and zoned PD7. Consequently, the project site is not zoned for agricultural uses, and the site is not under a Williamson Act Contract. Forest land and timberland do not occur within the City of Roseville. Thus, the project site is not considered forest land (as defined in Public Resources Code section 12220[g]) and is not zoned for Timberland Production (as defined by Government Code Section 51104[g]). Overall, the proposed project would result in ***no impact*** to agricultural and forestry resources.

3.2.2.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to agricultural and forestry resources. Therefore, mitigation measures are not necessary.

3.2.2.3 References

California Department of Conservation. 2016. *California Important Farmland Finder.* Available: https://maps.conservation.ca.gov/DLRP/CIFF/. Accessed April 2022.

3.2.3 Air Quality

III. Air Quality	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
When available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b. Cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c. Exposure of sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d. Other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

3.2.3.1 Discussion

a,b. The project site is located within the Sacramento Valley Air Basin (SVAB) and is under the jurisdiction of the Placer County Air Pollution Control District (PCAPCD). The SVAB is designated nonattainment for the federal particulate matter 2.5 microns in diameter ($PM_{2.5}$) and the State particulate matter 10 microns in diameter (PM_{10}) standards, as well as for both the federal and State ozone standards. The federal Clean Air Act requires areas designated as federal nonattainment to prepare an air quality control plan referred to as the State Implementation Plan (SIP). The SIP contains the strategies and control measures for states to use to attain the national ambient air quality standards (NAAQS). The SIP is periodically modified to reflect the latest emissions inventories, planning documents, rules, and regulations of air basins as reported by the agencies with jurisdiction over them. In compliance with regulations, the PCAPCD periodically prepares and updates air quality plans that provide emission reduction strategies to achieve attainment of the NAAQS, including control strategies to reduce air pollutant emissions via regulations, incentive programs, public education, and partnerships with other agencies.

The current applicable air quality plan for the project area is the Sacramento Regional 2009 NAAQS 8-Hour Ozone Attainment and Reasonable Further Progress Plan (Ozone Attainment Plan), updated July 24, 2017. The Ozone Attainment Plan demonstrates how existing and new control strategies would provide the necessary future emission reductions to meet the Clean Air Act (CAA) requirements, including the federal AAQS.

The Ozone Attainment Plan demonstrates how existing and new control strategies would provide the necessary future emission reductions to meet the FCAA requirements, including the NAAQS. It should be noted that in addition to strengthening the 8-hour ozone NAAQS, the U.S. Environmental Protection Agency (USEPA) also strengthened the secondary 8-hour ozone NAAQS, making the secondary standard identical to the primary standard. The SVAB remains classified as a severe nonattainment area for ozone with an attainment deadline of 2027. On October 26, 2015, the USEPA released a final implementation rule for the revised NAAQS for ozone to address the requirements for reasonable further progress, modeling and attainment demonstrations, and reasonably available control measures (RACM) and reasonably available control technology (RACT). On April 30, 2018, the USEPA published designations for areas in attainment/unclassifiable for the 2015 ozone standards. The USEPA identified the portions of Placer County within the SVAB as nonattainment for the 2015 ozone standards. Due to the designation of the SVAB as nonattainment for the 2015 standards, the PCAPCD will work with other regional air districts to prepare a new ozone SIP for the revised 2015 standards.

General conformity requirements of the regional air quality plan include whether a project would cause or contribute to new violations of any AAQS, increase the frequency or severity of an existing violation of any AAQS, or delay timely attainment of any AAQS. In order to evaluate ozone and other criteria air pollutant emissions and support attainment goals for those pollutants that the area is designated nonattainment, the PCAPCD has adopted recommended thresholds of significance for emissions of PM_{10} and the ozone precursors reactive organic gases (ROG) and oxides of nitrogen (NO_X). On October 13, 2016, the PCAPCD adopted updated significance thresholds for the aforementioned pollutants.

The significance thresholds, expressed in pounds per day (lbs/day), listed in Table 3.2.3-1 are the PCAPCD's current thresholds of significance for use in the evaluation of air quality impacts associated with proposed development projects. Thus, if the proposed project's emissions exceed the pollutant thresholds presented in Table 3.2.3-1, the project could have a significant effect on air quality, the attainment of federal and State AAQS, and could conflict with or obstruct implementation of the applicable air quality plan.

Table 3.2.3-1. PCAPCD Thresholds of Significance

Pollutant	Construction Threshold (lbs/day)	Operational Threshold (lbs/day)
ROG	82	55
NO_X	82	55
PM_{10}	82	82

Source: Placer County Air Pollution Control District. CEQA Handbook. 2017.

Construction activity associated with the proposed project would be limited to relatively minor ground disturbance to construct the proposed tower foundation, minor utility improvements, and installation of the proposed radio communications tower, as well as the associated shelter, access roadway, emergency generator, and propane tank. Given that such activities would result in relatively minor emissions of criteria pollutants, the proposed project is anticipated to be below the PCAPCD thresholds for construction

emissions. The only emissions that could occur during project operations would be associated with maintenance testing of the emergency generator, and vehicle trips associated with site maintenance and refilling of the on-site propane tank. The emergency generator would only operate for intermittent testing and during emergency situations. Thus, the proposed project would not result in substantial operational emissions.

Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By nature, air pollution is largely a cumulative impact. A single project is not sufficient in size to, by itself, result in nonattainment of AAQS. Because the proposed project would not result in emissions above the applicable thresholds of significance for ROG, NO_X, or PM_{10}, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State AAQS.

Because the proposed project would not result in construction-related or operational emissions of criteria air pollutants in excess of PCAPCD's thresholds of significance, conflicts with or obstruction of the implementation of the applicable regional air quality plans would not occur. In addition, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State AAQS. Thus, a ***less-than-significant*** impact would result.

c. Some land uses are considered more sensitive to air pollution than others, due to the types of population groups or activities involved. Heightened sensitivity may be caused by health problems, proximity to the emissions source, and/or duration of exposure to air pollutants. Children, pregnant women, the elderly, and those with existing health problems are especially vulnerable to the effects of air pollution. Sensitive receptors are typically defined as facilities where sensitive receptor population groups (i.e., children, the elderly, the acutely ill, and the chronically ill) are likely to be located. Accordingly, land uses that are typically considered to be sensitive receptors include residences, schools, playgrounds, childcare centers, retirement homes, convalescent homes, hospitals, and medical clinics. The nearest existing sensitive receptors would be the single-family residences approximately 400 feet west of the project site.

The major pollutant concentrations of concern are localized carbon monoxide (CO) emissions and toxic air contaminant (TAC) emissions.

Localized Carbon Monoxide Emissions

As discussed in Section 3.2.17, Transportation, of this IS/MND, the proposed project is not anticipated to increase traffic to local roadways except during the construction period. Increases in vehicle traffic resulting from the proposed project would be minor and would only occur during the installation of the proposed radio communications tower, as well as the associated shelter, access roadway, emergency generator, and propane tank. As such, based on the PCAPCD screening criteria, the proposed project would result in a less-than-significant impact related to localized CO emissions concentrations and would not expose sensitive receptors to substantial concentrations of localized CO.

TAC Emissions

Another category of environmental concern is TACs. The CARB's *Air Quality and Land Use Handbook: A Community Health Perspective* (Handbook) provides recommended setback distances for sensitive land uses from major sources of TACs, including, but not limited to, freeways and high traffic roads, distribution centers, and rail yards. The CARB has identified diesel particulate matter (DPM) from diesel-fueled engines as a TAC; thus, high volume freeways, stationary diesel engines, and facilities attracting heavy and constant diesel vehicle traffic are identified as having the highest associated health risks from DPM. Health risks associated with TACs are a function of both the concentration of emissions and the duration of exposure, where the higher the concentration and/or the longer the period of time that a sensitive receptor is exposed to pollutant concentrations would correlate to a higher health risk.

The proposed project does not include any operations that would be considered a substantial source of TACs. As noted previously, an emergency generator would exist on-site. Diesel-powered generators are known to emit DPM during operations. However, the emergency generator would be fueled by propane, and would only operate during occasional testing and emergency situations when grid power is not available. Accordingly, operations of the proposed project would not expose sensitive receptors to excess concentrations of TACs.

Short-term, construction-related activities could result in the generation of TACs, specifically DPM, from on-road haul trucks and off-road equipment exhaust emissions. Construction is temporary and occurs over a relatively short duration in comparison to the operational lifetime of the proposed project. Health risks are typically associated with exposure to high concentrations of TACs over extended periods of time (e.g., 30 years or greater), whereas the construction period associated with the proposed project would occur over a substantially shorter period of time. All construction equipment and operation thereof would be regulated per the *In-Use Off-Road Diesel Vehicle Regulation*, which is intended to help reduce emissions associated with off-road diesel vehicles and equipment, including DPM. Project construction would also be required to comply with all applicable PCAPCD rules and regulations, particularly associated with permitting of air pollutant sources.

Due to the temporary nature of construction, and the relatively short duration of potential exposure to associated emissions, the potential for any one sensitive receptor in the area to be exposed to concentrations of pollutants for a substantially extended period of time would be low. Therefore, construction of the proposed project would not be expected to expose nearby sensitive receptors to substantial pollutant concentrations.

Conclusion

Based on the above, the proposed project would not expose any sensitive receptors to substantial concentrations of pollutants, including localized CO or TACs, during construction or operation. Therefore, the proposed project would result in a ***less-than-significant*** impact related to the exposure of sensitive receptors to substantial pollutant concentrations.

D. Emissions of pollutants have the potential to adversely affect sensitive receptors within the project area. Pollutants of principal concern include emissions leading to odors, emissions of dust, or emissions considered to constitute air pollutants. Air pollutants have been discussed in sections “a” through “c” above. Therefore, the following discussion focuses on emissions of odors and dust during construction and operation of the project.

Odors

Odors are generally regarded as an annoyance rather than a health hazard. Due to the subjective nature of odor impacts, the number of variables that can influence the potential for an odor impact, and the variety of odor sources, quantitative methodologies to determine the presence of a significant odor impact do not exist. Certain land uses such as wastewater treatment facilities, landfills, confined animal facilities, composting operations, food manufacturing plants, refineries, and chemical plants have the potential to generate considerable odors.

Diesel fumes from construction equipment and heavy-duty trucks could be found to be objectionable; however, as addressed above, operation of construction equipment would be regulated by PCAPCD rules and regulations, restricted to certain hours per the RMC, and would occur intermittently throughout the course of a day. All construction equipment and operation thereof would be regulated per the statewide *In-Use Off-Road Diesel Vehicle Regulation*. In addition, construction is temporary, and construction equipment would operate intermittently throughout the course of a day and would likely only occur over portions of the improvement area at a time. For the aforementioned reasons, and due to the distance between the project site and the nearest sensitive receptors, the project would not result in any noticeable objectionable odors associated with construction.

Although offensive odors rarely cause any physical harm, they can be unpleasant, leading to citizen complaints to local governments and air districts. Diesel-powered equipment operating during construction may generate odors that are evident in the immediately surrounding area. Such activities would be intermittent and temporary in duration and, therefore, would not result in nuisance odors. Radio communications towers are not known to emit odors during operation, and the project does not meet any of the facility types identified by CARB or PCAPCD as odor-generating; thus, the project would not generate substantial operational odors. Accordingly, the proposed project would not create objectionable odors affecting a substantial number of people.

Dust

As noted previously, construction of projects within Placer County are required to comply with all applicable PCAPCD rules and regulations. The aforementioned rules would act to reduce construction-related dust by implementing dust control measures. PCAPCD Rule 228 requires implementation of dust control measures, such as minimizing track-out on to paved public roadways, limiting vehicle travel on unpaved surfaces to 15 miles per hour, and stabilization of storage piles and disturbed areas. Following construction, operation of the proposed radio communications tower would not involve vehicles regularly operating within the project site. Furthermore, the access road is anticipated to be paved and,

therefore, maintenance vehicles visiting the site would not generate substantial dust. Thus, the proposed project operations would not include sources of dust that could adversely affect a substantial number of people.

Conclusion

For the aforementioned reasons, construction and operation of the proposed project would not create objectionable odors affecting a substantial number of people, and impacts would be ***less than significant***.

3.2.3.2 Mitigation Measures

Due to the short duration of construction, and minimal ground disturbance, the proposed project would not result in any potentially significant impacts on air quality. Therefore, mitigation measures are not necessary.

3.2.3.3 References

California Air Resources Board. *Air Quality and Land Use Handbook: A Community Health Perspective*. April 2005.

California Air Resources Board. 2020. *Area Designations Maps*. Available at: <http://www.arb.ca.gov/desig/adm/adm.htm>. Accessed October 2021.

Placer County Air Pollution Control District. 2017 *CEQA Handbook*. November 2017.

3.2.4 Biological Resources

IV. Biological Resources	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (including essential fish habitat)?	☐	☐	☒	☐
f. Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

3.2.4.1 Discussion

a. The project site currently consists of ruderal grasses and several trees. A search of the Department of Fish and Wildlife California Natural Diversity Database (CNDDB) was conducted for the project area to identify the presence of special-status species. According to the CNDDB search, a total of 17 special-status wildlife species are known to occur in the project area.

As noted previously, the project site is regularly disced for vegetation maintenance. The regular disturbance associated with discing eliminates the possibility that special-status plant species would occur on the project site. Therefore, implementation of the proposed project would not adversely affect special-status plant species.

Of the 17 special-status wildlife species that are known to occur in the project area, four have the potential to occur on the project site based on the habitat available on-site. Because the proposed project could involve the removal of trees, special-status bird species that nest in trees would have the potential to be impacted during construction. The nesting bird species with the potential to occur on the project site are the Swainson's hawk, grasshopper sparrow, golden eagle, and white-tailed kite. As such, a potentially significant impact could occur to nesting bird species. However, implementation of Mitigation Measure BIO-1 would reduce such impacts to a less-than-significant level.

Based on the above, with implementation of Mitigation Measure BIO-1, the proposed project would not cause a substantial adverse effect to any special-status species; thus, the impact would be considered ***less than significant with mitigation incorporated.***

b,c,d,f. A drainage feature exists in the western portion of the project site. The drainage is intermittent and seasonal, and does not qualify as wetland or as supporting riparian habitat. Furthermore, implementation of the project would occur on the eastern portion of the project site and, thus, the project would not affect the on-site drainage. In addition, the project site does not support any wildlife movement corridors, and is located in a highly urbanized area. The project site and the surrounding areas do not contain waterways that could be used by migratory fish or as a wildlife corridor for other wildlife species. The project would not conflict with the City's *Open Space Preserve Overarching Management Plan,* or would otherwise impact habitat areas subject to regulatory oversight.

Based on the above, the proposed project would not cause a substantial adverse effect to protected riparian habitats or wetlands, would not interfere with the movement of fish or wildlife species, and would not conflict with any conservation plan; thus, a ***less-than-significant*** impact would occur.

e. Several trees exist on the project site. Buildout of the proposed project has the potential to involve the removal of one or more of the trees. However, through compliance with Section 19.66.030 of the RMC (Tree Preservation Ordinance), which delineates the permits required for the removal of trees, and required replacement either via tree planting or contribution to the City's Tree Mitigation Fund, the proposed project would not conflict with any local policies or ordinances protecting biological resources.

Given compliance with the applicable local regulations regarding tree removal, the project would result in a ***less-than-significant*** impact related to conflict with local tree preservation policies.

3.2.4.2 Mitigation Measures

Mitigation Measure BIO-1: Implement Measures to Protect Protected Bird Species

If tree removal or other ground-disturbing activities are to begin during the breeding/nesting season for raptors or other protected bird species in the region (generally February 1 through August 31), a qualified biologist shall be retained by the City to conduct pre-construction surveys in areas of suitable nesting habitat within two weeks prior to initiation of tree removal or ground disturbance. The pre-construction surveys shall be submitted to the City's Planning Division. If active nests are not found, further mitigation is not required. If active nests are found, the construction contractor shall avoid impacts on such nests by establishing a no-disturbance buffer around the nest. The appropriate buffer size for all nesting birds shall be determined by a qualified biologist. Buffer size will vary depending on site-specific conditions, the species of nesting bird, nature of the project activity, the extent of existing disturbance in the area, visibility of the disturbance from the nest site, and other relevant circumstances. Construction activity shall not occur within the buffer area of an active nest and nests shall be monitored by a qualified biologist until a qualified biologist confirms that the chicks have fledged and are no longer dependent on the nest, or the nesting cycle has otherwise completed. Monitoring of the nest by a qualified biologist during construction activities shall be required if the activity has the potential to adversely affect the nest.

3.2.4.3 References

California Department of Fish and Wildlife. *CNDDB Rarefind 5.* Available at: https://wildlife.ca.gov/Data/CNDDB/Maps-and-Data. Accessed April 2022.

Placer County. *Placer County Conservation Program.* Available at: https://www.placer.ca.gov/3362/Placer-County-Conservation-Program. Accessed April 2022.

3.2.5 Cultural Resources

V. Cultural Resources	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☒	☐	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☒	☐	☐
c. Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

3.2.5.1 Discussion

a-c. Historical resources are features that are associated with the lives of historically important persons and/or historically significant events, that embody the distinctive characteristics of a type, period, region or method of construction, or that have yielded, or may be likely to yield, information important to the pre-history or history of the local area, California, or the nation. Examples of typical historical resources include, but are not limited to, buildings, farmsteads, rail lines, bridges, and trash scatters containing objects such as colored glass and ceramics.

The proposed project would involve the installation of a radio communications tower, as well as the associated shelter, access roadway, emergency generator, and propane tank. Ground disturbing activities associated with implementation of the proposed project would be limited to construction of the foundations of the tower and associated building, assembly of the tower and shelter, as well as construction of an access roadway. Given that the project site is located in an urbanized area, the discovery of previously-unknown historical resources during the limited ground disturbance associated with the proposed project is not anticipated.

A records search for the project site and the surrounding 0.25-mile radius was conducted by staff at the North Central Information Center of the California Historical Resources Information System on April 7, 2022. The records search indicated that seven previous cultural resources studies have been conducted within the search area. The records search did not identify any recorded cultural resources on the project site or within the 0.25-mile radius.

Furthermore, the Native American Heritage Commission (NAHC) was contacted on April 6, 2022, to request a search of its Sacred Lands File and a list of interested Native American tribes and individuals. The results of the NAHC's Sacred Lands File search did not indicate the presence of any known cultural resources on the project site. Assembly

Bill (AB 52) tribal consultation efforts under CEQA were carried out by the City of Roseville and additional information is provided in Section 3.2.18, Tribal Cultural Resources, of this Environmental Checklist.

Due to previous disturbance of the site associated with regular discing of on-site vegetation, and the limited extent of ground disturbance associated with the proposed project, the likelihood of discovering previously unknown historical or archaeological resources and/or human remains is low. However, the possibility exists that ground-disturbing activities during construction may uncover previously unknown subsurface cultural resources; such disturbance would be a potentially significant impact. Mitigation Measures CUL-1 and CUL-2 would reduce this impact to a less-than-significant level.

Based on the above, with implementation of Mitigation Measures CUL-1 and CUL-2, the proposed project would not cause a substantial adverse change in the significance of a historical or archaeological resource pursuant to Section 15064.5, and would not result in the disturbance of human remains; thus, the impact would be considered ***less than significant with mitigation incorporated.***

3.2.5.2 Mitigation Measures

Mitigation Measure CUL-1: Implement Measures to Protect Previously Unidentified Cultural Resources

The City shall ensure that construction specifications include the following information in the grading notes:

- *Construction shall stop if potential cultural resources are encountered. It is possible that previous activities have obscured surface evidence of cultural resources. If signs of an archeological site, such as any unusual amounts of stone, bone, or shell, are uncovered during grading or other construction activities, work shall be halted within 100 feet of the find and the City of Roseville will be notified. A qualified archeologist shall be consulted for an onsite evaluation. If the site appears to be eligible for listing in State or federal registers, additional mitigation, such as further testing for evaluation or data recovery, may be necessary.*
- *In the event resources are discovered, the City shall retain a qualified archaeologist to assess the find and to determine whether the resource requires further study. Any previously undiscovered resources found during construction shall be recorded on appropriate California Department of Parks and Recreation 523 forms and evaluated for significance under all applicable regulatory criteria.*
- *All work shall stop in the immediate vicinity of the find, and, if the find is determined to be an important cultural resource, the City shall make available contingency funding and a time allotment sufficient to allow recovery of an archaeological sample or to implement an avoidance measure. Construction work may continue on other parts of the project while archaeological mitigation takes place.*

Mitigation Measure CUL-2: Implement Measures if Construction Activities Inadvertently Discover or Disturb Human Remains

The City shall ensure that construction specifications include the following in the grading notes:

- *If human remains are discovered during any phase of construction, including disarticulated or cremated remains, the construction contractor shall immediately cease all ground-disturbing activities within 100 feet of the remains and notify the City of Roseville.*
- *In accordance with California State Health and Safety Code Section 7050.5, no further disturbance shall occur until the following steps have been completed:*
    - *The County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98.*
    - *If the remains are determined by the County Coroner to be Native American, NAHC will be notified within 24 hours, and the treatment and disposition of the remains will comply with NAHC guidelines.*
- *It is further recommended that a professional archaeologist with Native American burial experience conduct a field investigation of the specific site and consult with the Most Likely Descendant (MLD), if any, identified by NAHC. As necessary and appropriate, a professional archaeologist may provide technical assistance to the MLD, including excavation and removal of the human remains.*

3.2.5.3 References

Native American Heritage Commission. *Strauch Drive Radio Communications Tower Project, Placer County*. April 19, 2022.

North Central Information Center. *Records Search Results for Strauch Drive Radio Communications Tower Project; NCIC File No.: PLA-22-35*. April 7, 2022.

3.2.6 Energy

VI. Energy	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

3.2.6.1 Discussion

a,b. The main forms of available energy supply are electricity, natural gas, and oil. A description of the 2019 California Green Building Standards Code and the Building Energy Efficiency Standards, with which the proposed project would be required to comply, as well as discussions regarding the proposed project's potential effects related to energy demand during construction and operations are provided below.

The 2019 California Building Standards Code (CBSC), otherwise known as the CAL Green Code (California Code of Regulations [CCR] Title 24, Part 11), became effective on January 1, 2020. The purpose of the CAL Green Code is to improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices. The CBSC standards regulate the method of use, properties, performance, types of materials used in construction, alteration repair, improvement and rehabilitation of a structure or improvement to property.

Construction

Construction of the proposed project would involve on-site energy demand and consumption related to the use of oil in the form of gasoline and diesel fuel for construction worker vehicle trips, and hauling and material delivery truck trips. In addition, diesel-fueled portable generators may be necessary to provide additional electricity demands for temporary on-site lighting, welding, and for supplying energy to areas of the site where energy supply cannot be met via a hookup to the existing electricity grid. Project construction would not involve the use of natural gas appliances or equipment.

Compliance with local, State, and federal regulations, which limit engine idling times and require recycling construction debris, would reduce short-term energy demand during the project's construction to the extent feasible and project construction would not result in a wasteful or inefficient use of energy.

The CARB has prepared the *2017 Climate Change Scoping Plan Update* (2017 Scoping Plan), which builds upon previous efforts to reduce GHG emissions and is designed to continue to shift the California economy away from dependence on fossil fuels. Appendix B of the 2017 Scoping Plan includes examples of local actions (municipal code changes, zoning changes, policy directions, and mitigation measures) that would support the State's climate goals. The examples provided include, but are not limited to, enforcing idling time restrictions for construction vehicles, utilizing existing grid power for electric energy rather than operating temporary gasoline/diesel-powered generators, and increasing use of electric and renewable fuel-powered construction equipment.

Based on the above, the temporary increase in energy use occurring during construction of the proposed project would not result in a significant increase in peak or base demands or require additional capacity from local or regional energy supplies.

Operational

State and local authorities regulate energy use and consumption through various means and programs. Regulations at the State level are intended to reduce energy use and greenhouse gas (GHG) emissions. The proposed project would comply with these regulations that include, among others, AB 1493–Light-duty Vehicle Standards, CCR Title 24, Part 6–Energy Efficiency Standards, and CCR Title 24.

Following implementation of the proposed project, Roseville Electric Utility would provide electricity to the project site. Apart from electricity consumed as part of the daily operation of the proposed radio communications tower, the only other energy required by the project would be for the propane-fueled backup generator, which would run only in emergency situations and/or during brief maintenance tests occurring periodically. Operations of a backup generator in emergency situations would not be considered unnecessary and/or wasteful.

Electricity supplied to the project by Roseville Electric Utility would comply with the State's Renewable Portfolio Standard (RPS), which requires investor-owned utilities, electric service providers, and community choice aggregators to increase procurement from eligible renewable energy resources to 60 percent by 2030. Thus, a portion of the energy consumed during project operations would originate from renewable sources.

Conclusion

Based on the above, construction and operation of the proposed project would not result in wasteful, inefficient, or unnecessary consumption of energy resources or conflict with or obstruct a State or local plan for renewable energy or energy efficiency. Thus, a ***less-than-significant*** impact would occur.

3.2.6.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to energy; therefore, mitigation measures would not be required.

3.2.6.3 References

California Air Resources Board. *2017 Climate Change Scoping Plan Update*. January 20, 2017.

California Building Standards Commission. *California Green Building Standards Code*. 2019.

3.2.7 Geology and Soils

VII. Geology and Soils	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
Strong seismic ground shaking?	☐	☐	☒	☐
Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
Landslides?	☐	☐	☒	☐
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c. Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project and potentially result in an onsite or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐

3.2.7.1 Discussion

a-d. Per the City of Roseville 2035 General Plan Update EIR, the City is located in an area with relatively low seismic activity, and fault traces are not located either within or immediately adjacent to the City's Planning Area. The project site is not located within a State-

designated Alquist-Priolo Fault Zone. The nearest active faults are the Cordelia Fault and Green Valley Fault, located approximately 60 miles southwest of the project site, and the Hunting Creek Fault, located approximately 60 miles west of the project site. Thus, the potential for fault rupture risk at the project site is low.

An earthquake of moderate to high magnitude generated by the above faults could cause considerable ground shaking at the project site. However, the proposed project would be properly engineered in accordance with the CBSC, which includes engineering standards appropriate for the seismic area in which the project site is located. Proper engineering of the proposed project would ensure that the project would not be subject to substantial risks related to seismic ground shaking.

According to the U.S. Department of Agriculture Natural Resource Conservation Service's Web Soil Survey, soils at the project site have been identified as 96.7 percent Cometa-Fiddyment complex, and 3.3 percent Inks-Exchequer complex. The on-site soils have a low shrink-swell potential, and were not determined to have low strength. Thus, the aforementioned soil features do not represent a significant limitation related to the excavation required to construct the foundation for the proposed radio communication tower. Nonetheless, prior to development of the proposed project, a project-specific geotechnical report would be prepared in order to ensure that all geological hazards are adequately addressed. Thus, the aforementioned soil features do not represent a significant limitation on the shallow excavation required to construct the foundation for the proposed project.

Liquefaction is a phenomenon in which granular material is transformed from a solid state to a liquefied state as a consequence of increased pore-water pressure and reduced effective stress. Per the Web Soil Survey, Cometa-Fiddyment complex and Inks-Exchequer complex are considered well-draining soils and, thus, liquefaction is not anticipated to occur on the project site. Seismically-induced landslides are triggered by earthquake ground shaking. Lateral spreading and subsidence are also geological hazards of concern; however, the project site is generally flat and not located near an active fault zone or soils subject to such hazards, and, thus, implementation of the proposed project on the project site would not induce risks associated with liquefaction, landslide, lateral spreading, or subsidence.

Based on the above, the proposed project would not be subject to substantial risks related to liquefaction, landslides, lateral spreading, and subsidence/settlement. Compliance with standard construction regulations included in the CBSC would ensure that the proposed project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving liquefaction, subsidence, or settlement, and would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site subsidence, liquefaction, or collapse. Thus, a ***less-than-significant*** impact would occur.

e. The construction or operation of septic tanks or other alternative wastewater disposal systems is not included as part of the project. Therefore, ***no impact*** regarding the capability of soil to adequately support the use of septic tanks or alternative wastewater disposal systems would occur.

f. As previously discussed, the project site is located in an urbanized and highly disturbed area, and the proposed project would not result in substantial ground disturbing activities. In addition, the City of Roseville General Plan EIR evaluated buildout of the entire General Plan, and found that impacts related to paleontological resources and unique geological resources would be less-than-significant with the implementation of mitigation. Thus, additional implementation of Mitigation Measure CUL-1 and CUL-2 would ensure that significant impacts do not occur. Therefore, the project would not result in directly or indirectly destroying paleontological resources and a ***less-than-significant*** impact would occur.

3.2.7.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to geology and soils; therefore, mitigation measures would not be required.

3.2.7.3 References

California Geological Survey. 2019. *EQ Zapp: California Earthquake Hazards Zone Application*. Available: https://maps.conservation.ca.gov/cgs/EQZApp/app/. Accessed April 2022.

City of Roseville. *2035 General Plan Update Final EIR.* August 5, 2020.

U.S. Department of Agriculture Natural Resource Conservation Service. *Web Soil Survey.* Available at: https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx. Accessed April 2022.

3.2.8 Greenhouse Gas Emissions

VIII. Greenhouse Gas Emissions	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

3.2.8.1 Discussion

a,b. Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the industrial/manufacturing, utility, transportation, residential, and agricultural sectors. Therefore, the cumulative global emissions of GHGs contributing to global climate change can be attributed to every nation, region, and city, and virtually every individual on Earth. An individual project's GHG emissions are at a micro-scale level relative to global emissions and effects to global climate change; however, an individual project could result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact. As such, impacts related to emissions of GHG are inherently considered cumulative impacts.

Implementation of the proposed project would cumulatively contribute to increases of GHG emissions. Estimated GHG emissions attributable to future development would be primarily associated with increases of carbon dioxide (CO_2) and, to a lesser extent, other GHG pollutants, such as methane (CH_4) and nitrous oxide (N_2O) associated with area sources, mobile sources or vehicles, and utilities (electricity and natural gas). The primary source of GHG emissions for the project would be mobile source emissions during construction. The common unit of measurement for GHG is expressed in terms of annual metric tons of CO_2 equivalents ($MTCO_2e/yr$).

As discussed in Section 3.2.3, *Air Quality*, the PCAPCD has the primary responsibility for air quality management in Placer County. PCAPCD has adopted a *de minimis* threshold of 1,100 $MTCO_2e$/yr for operation of land use development projects, such as new residential and commercial projects. The PCAPCD also has a bright line threshold of 10,000 $MTCO_2e$, where land use development projects in excess of the *de minimis* threshold (1,100 $MTCO_2e$) can be found less than cumulatively considerable if the emission intensity (emissions per capita) meets certain criteria.

It should be noted that construction GHG emissions are a one-time release and are, therefore, not typically expected to generate a significant contribution to global climate change. Construction activities associated with implementation of the proposed project would include constructing a foundation, assembly of the proposed radio communications

tower and associated shelter, and installation of the access roadway, emergency generator, and propane tank. Because the use of heavy equipment would be limited and the overall construction period would be short in comparison to other development projects in the City, the emissions of construction-related GHG would be less than significant.

During operations, the only GHG emissions associated with the proposed project would be emissions associated with electricity generation necessary to power the proposed radio communications tower, as well as use of the propane-powered emergency backup generator. The electricity generated by Roseville Electric Utility would comply with the State RPS and, thus, would be carbon neutral by the year 2045. In addition, the proposed radio communications tower would not result in a change to regional vehicle miles travelled (VMT). Consequently, operation and maintenance of the proposed project would not result in significant emissions of GHGs.

Based on the above, the proposed project would not be considered to generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, or conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. Thus, a ***less-than-significant*** impact would occur.

3.2.8.2 Mitigation Measures

The proposed project would not result in significant impacts related to GHG emissions; therefore, mitigation measures would not be required.

3.2.8.3 References

Placer County Air Pollution Control District. *2017 CEQA Handbook*. November 2017.

3.2.9 Hazards and Hazardous Materials

IX. Hazards and Hazardous Materials	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land use plan area or, where such a plan has not been adopted, be within two miles of a public airport or public use airport, and result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☒	☐

3.2.9.1 Discussion

a,b. During both construction and operations, the proposed radio communications tower, associated shelter, access roadway, emergency generator, and propane tank would not require the routine transport, use, disposal, or generation of substantial amounts of hazardous materials and chemicals that would represent a substantial risk to public health

or the environment. A 500-gallon propane tank would be present on the project site. According to the HUD Exchange Acceptable Separation Distance Assessment Tool, which is a standardized tool that can be used for evaluating impacts associated with aboveground storage tanks, the acceptable separation distance (ASD) of the propane tank for thermal radiation for people is approximately 207 feet, and the ASD for thermal radiation for buildings is approximately 36 feet. Because the nearest building is approximately 100 feet away from the project site, and the nearest single-family residences are approximately 400 feet from the project site, adverse impacts associated with the proposed propane tank would not occur. In addition, given compliance with CCR Section 4650, Storage, Handling, and Use of Cylinders, which delineates the appropriate storage of propane gas, the propane tank would not result in a significant environmental impact.

Construction activities associated with the proposed project would involve the use of heavy equipment, which would contain fuels and oils, and various other products such as concrete, paints, and adhesives. Small quantities of potentially toxic substances (e.g., petroleum and other chemicals used to operate and maintain construction equipment) would be used at the project site and transported to and from the site during construction. However, the project contractor would be required to comply with all California Health and Safety Codes and local City ordinances regulating the handling, storage, and transportation of hazardous and toxic materials. Thus, construction of the proposed project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment.

During project operation, the proposed tower would emit radio frequency electromagnetic energy (RF-EME) in the project vicinity. For RF-EME sources such as the proposed antennas, the Federal Communications Commission (FCC) has developed Maximum Permissible Exposure (MPE) Limits for general public exposures and occupational exposures. The MPE limits for RF-EME emissions are designed to provide a substantial margin of safety. The limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health. Importantly, Section 332, subdivision (c)(7)(B)(iv), of the Telecommunications Act provides:

> No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless services facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

As presented above, federal telecommunications jurisprudence has established that municipalities cannot regulate in the area of RF-EME emissions in any way.

The proposed project would not be manned during operations. As such, the project would not result in occupational exposures to RF-EME emissions. With respect to the general public, personal communication facilities (PCF) operate within a frequency range of 700

to 1,900 megahertz (MHz). PCFs typically consist of: (1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and (2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (PCF telephones). Transceivers are typically connected to antennas by way of coaxial cables. Because of the short wavelength of PCF services, the antennas require line-of-site paths for good propagation and are typically installed aboveground. Antennas are constructed to concentrate energy towards the horizon, with as little energy as possible scattered towards the ground or sky. Such a design, combined with the low-power PCFs, generally eliminates the possibility for exposure to approach MPE levels allowed under the FCC, with the exception of areas directly in front of the antennas. Given that the antennas would be installed at the top of the proposed 180-foot tower, the general public would not be exposed to MPE levels of RF-EME emissions.

Based on the above, the proposed project would be required to comply with all applicable provisions of the California Health and Safety Code, CCR Section 4650, and the FCC. In addition, development of the proposed project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment, and a ***less-than-significant*** impact would occur.

c. The closest school to the project site is Warren T. Eich Middle School, located approximately 0.5-mile southwest of the project site. Thus, the project site is not located within a quarter mile of any existing or proposed schools. Therefore, the proposed project would have ***no impact*** related to hazardous emissions or the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

d. According to the Department of Toxic Substances Control's Envirostor Database, the project site is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Thus, the proposed project would not create a significant hazard to the public or the environment related to being located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, and ***no impact*** would occur.

e. The nearest airport to the project site is the Sacramento McClellan Airport, located approximately 10 miles southwest of the project site. Thus, the project site is not located within two miles of any public airports, and does not fall within an airport land use plan area. Therefore, ***no impact*** would occur related to the project being located within an airport land use plan or within two miles of a public airport or public use airport, thereby resulting in a safety hazard or excessive noise for people residing or working in the project area.

f. The proposed project would involve the installation of a radio communications tower, as well as the associated shelter, access roadway, emergency generator, and propane tank. The proposed access roadway would be private and would be constructed in compliance with all State and local regulations; thus, the access roadway would not adversely affect emergency access or emergency evacuation efforts. As a result, the project would result in a ***less-than-significant*** impact with respect to impairing the implementation of or

physically interfering with an adopted emergency response plan or emergency evacuation plan.

g. Issues related to wildfire hazards are discussed in Section 3.2.20, Wildfire, of this IS/MND. As noted therein, the project site is not located within or near a Very High Fire Hazard Severity Zone (VHFHSZ). In addition, the project site is located within a developed area of the City and, thus, is not particularly susceptible to wildland fire.

Project construction would involve the use of heavy equipment, welding, and other activities that have the potential to ignite fires. Malfunction of equipment that could cause a fire is extremely unlikely during project construction. However, the contractor would comply with Cal-OSHA standards for the storage and handling of fuels, flammable materials, and common construction-related hazardous materials and for fire prevention. In addition, the project would meet the minimum standards set forth by Public Resources Code Section 4290, Title 14, for fire protection and emergency water standards. Compliance with the aforementioned regulations would ensure that the potential for wildland fires is reduced to the maximum extent feasible.

Based on the above, the potential for wildland fires to reach the project site would be limited. Based on the above, the proposed project would not expose people or structures to the risk of loss, injury or death involving wildland fires, and a ***less-than-significant*** impact would occur.

3.2.9.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to hazards and hazardous materials; therefore, mitigation measures would not be required.

3.2.9.3 References

California Department of Forestry and Fire Protection. *Fire Hazard Severity Zone Viewer.* Available at: https://egis.fire.ca.gov/FHSZ/. Accessed April 2022.

California Department of Industrial Relations. *California Code of Regulations Section 4650. Storage, Handling, and Use of Cylinders.* Available at: https://www.dir.ca.gov/title8/4650.html#:~:text=(b)%20Inside%20of%20buildings%2C,such%20as%20oil%20or%20excelsior. Accessed May 2022.

California Department of Toxic Substances Control. 2020. *Cortese List: Section 65962.5(a).* Available at: https://calepa.ca.gov/sitecleanup/corteselist/section-65962-5a/. Accessed April 2022.

California Department of Toxic Substances Control. 2020. *EnviroStor Hazardous Waste and Substance Site List (Cortese).* Available at: https://www.envirostor.dtsc.ca.gov/public/map/?global_id=31400006. Accessed April 2022.

City of Roseville. 2017. *Location of Roseville Fire Stations*. Roseville, California. Available at: https://www.roseville.ca.us/UserFiles/Servers/Server_7964838/File/Government

/Departments/Fire%20Dept/Fire%20Station%20Locations/Location%20of%20Roseville%20Fire%20Stations%20-%202017.pdf. Accessed April 2022.

EBI Consulting. *Radio Frequency – Electromagnetic Energy (RF-EME) Compliance Report*. August 4, 2020.

U.S. Department of Housing and Urban Development. *Acceptable Separation Distance Electronic Assessment Tool.* Available at: https://www.hudexchange.info/programs/environmental-review/asd-calculator/. Accessed June 2022.

3.2.10 Hydrology and Water Quality

X. Hydrology and Water Quality	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces in a manner which would:				
i. result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv. impede or redirect flood flows?	☐	☐	☐	☒
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

3.2.10.1 Discussion

a. As noted previously, the project would not include substantial ground disturbing activities. The State Water Resources Control Board (SWRCB) regulates stormwater discharges associated with construction activities where clearing, grading, or excavation results in a land disturbance of one or more acres. Given that the proposed project would disturb less than one acre of land, the proposed construction activities would not be subject to

applicable SWRCB regulations. The ground disturbance associated with the proposed project would be minimal and would occur over a short period of time, and the contractor would be required to comply with the City BMPs listed in Section 2.4 of this document. Such BMPs include erosion control and hazardous material control measures that would ensure that adverse impacts related to stormwater discharge and water quality would not occur. Thus, the proposed project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality.

Based on the above, the proposed project would not substantially degrade surface water quality or conflict with any applicable water quality control or management plans. Thus, a ***less-than-significant*** impact would occur.

b,e. The City of Roseville's groundwater is derived from the North American Subbasin, which is part of the Sacramento Valley Groundwater Basin. New impervious surfaces created by the project would be limited to a relatively small foundation necessary to support the proposed structures, and the project would not include any water use. Thus, the project would not interfere substantially with groundwater recharge within the North American Subbasin.

Based on the above, the proposed project would not substantially degrade groundwater quality or substantially interfere with groundwater recharge, and a ***less-than-significant*** impact would occur.

ci-iii. The proposed project is not anticipated to create a substantial amount of new impervious surfaces on the project site. The proposed impervious surfaces would be limited to a concrete foundation supporting the proposed radio communications tower, associated shelter, emergency generator, and propane tank, as well as the access roadway. Furthermore, only a small portion of the soil would be exposed during construction of the project and, thus, the project would not result in substantial erosion or siltation. Consequently, the proposed project would not substantially increase stormwater runoff relative to existing conditions. Therefore, the proposed project would result in a ***less-than-significant*** impact related to soil erosion, surface runoff, and stormwater drainage.

civ. According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map for the project site, the project site is located within an Area of Minimal Flood Hazard (Zone X). The site is not classified as a Special Flood Hazard Area or otherwise located within a 100-year or 500-year floodplain. Therefore, development of the proposed project would not impede or redirect flood flows and ***no impact*** would result.

d. As discussed under question 'civ' above, the project site is not located within a flood hazard zone. Tsunamis are defined as sea waves created by undersea fault movement, whereas a seiche is a long-wavelength, large-scale wave action set up in a closed body of water such as a lake or reservoir. The project site is not located in proximity to a coastline and would not be potentially affected by flooding risks associated with tsunamis. Seiches do not pose a risk to the proposed project, as the project site is not located adjacent to a large, closed body of water. Based on the above, the proposed project would not pose a risk related to the release of pollutants due to project inundation due to flooding, tsunami, or seiche, and ***no impact*** would occur.

3.2.10.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to hydrology and water quality; therefore, mitigation measures would not be required.

3.2.10.3 References

California Department of Water Resources. 2018. *DWR Groundwater Basin Boundary Assessment Tool (BBAT).* Available at: https://gis.water.ca.gov/app/bbat/. Accessed April 2022.

Federal Emergency Management Agency. 2018. *National Flood Hazard Layer (NFHL) Viewer. Map Number 06061C1032H*. Available: https://www.fema.gov/flood-maps/national-flood-hazard-layer. Accessed April 2022.

3.2.11 Land Use and Planning

XI. Land Use and Planning	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Physically divide an established community?	☐	☐	☒	☐
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

3.2.11.1 Discussion

a. A project risks dividing an established community if the project would introduce infrastructure or alter land use so as to change the land use conditions in the surrounding community or isolate an existing land use. Existing land uses in the project vicinity include shopping centers with a variety of retail and commercial uses to the north, east, and southeast; undeveloped land to the south and southwest, across Strauch Drive; and shopping centers to the west and northwest, across Strauch Drive. In addition, the proposed radio communications tower would encompass a portion of a currently vacant parcel and, thus, would not isolate an existing land use. As such, the proposed project would not physically divide an established community and a ***less-than-significant*** impact would occur.

b. The project site is currently designated CC per the City of Roseville's General Plan, and the site is zoned PD7. The proposed radio communications tower is an allowed use in the PD7 zoning designation, and would be subject to all requirements and standards pursuant to the PD7 district. Therefore, the project would be consistent with the type and intensity of uses anticipated for the site in the General Plan and generally analyzed in the General Plan EIR. Furthermore, as demonstrated throughout this IS/MND, the proposed project would not conflict with City policies and regulations adopted for the purpose of avoiding or mitigating an environmental effect.

   Based on the above, the project would not cause a significant environmental impact due to conflicts with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. Therefore, a ***less-than-significant*** impact would occur.

3.2.11.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to land use and planning. Therefore, mitigation measures would not be required.

3.2.11.3 References

City of Roseville. *City of Roseville General Plan 2035*. Adopted June 15, 2016. Amended August 17, 2016. Available at: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774544. Accessed May 2022.

3.2.12 Mineral Resources

XII. Mineral Resources	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

3.2.12.1 Discussion

a,b. Mineral extraction operations do not exist on or adjacent to the project site. Mineral resources are not evaluated in the *City of Roseville 2035 General Plan Update EIR* because the City does not designate any territory within the City for Resource extraction and the City does not overlie any known deposits of economically valuable mineral sources. Additionally, the City does not have a Surface Mining and Reclamation Act permit. Because the project site does not contain mineral resources and the construction of the proposed project would not result in the loss of any known mineral resources, ***no impact*** to mineral resources would occur.

3.2.12.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to mineral resources. Therefore, mitigation measures would not be required.

3.2.12.3 References

City of Roseville. *2035 General Plan Update EIR.* August 5, 2020. Available at: https://www.roseville.ca.us/government/departments/development_services/planning/general_plan_development_guidelines. Accessed April 2022.

City of Roseville. *City of Roseville General Plan 2035*. Adopted June 15, 2016. Amended August 17, 2016. Available at: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774544. Accessed April 2022.

3.2.13 Noise

XIII. Noise	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?	☐	☐	☒	☐
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

3.2.13.1 Discussion

a. The following sections present information regarding sensitive noise receptors in proximity to the project site, the existing noise environment, and the potential for the proposed project to result in impacts during project construction and operation. The following term is referenced in the sections below:

- Decibel (dB): A unit of sound energy intensity. An A-weighted decibel (dBA) is a decibel corrected for the variation in frequency response to the typical human ear at commonly encountered noise levels. All references to dB in this section will be A-weighted unless noted otherwise.

Sensitive Noise Receptors

Some land uses are considered more sensitive to noise than others, and, thus, are referred to as sensitive noise receptors. Land uses often associated with sensitive noise receptors generally include residences, schools, libraries, hospitals, and passive recreational areas. Noise sensitive land uses are typically given special attention in order to achieve protection from excessive noise. In the vicinity of the project site, the nearest existing sensitive receptor would be the single-family residences located west of the project site, approximately 400 feet away.

Existing Noise Environment

The ambient noise environment in the project vicinity is primarily characterized by vehicle traffic on roadways within the vicinity of the project site, including Douglas Boulevard, Rocky Ridge Drive, and Strauch Drive.

Standards of Significance

Policy N1.9 from the Roseville General Plan Noise Element states that construction-related noise that is consistent with the Roseville Noise Ordinance (RMC, Chapter 9.24, Noise Regulation) would be exempt from the noise standards outlined in the Noise Element. Noises resulting from construction activities are prohibited by the RMC, Chapter 9.24, Noise Regulation, during nighttime hours (7:00 PM to 7:00 AM, Monday through Friday, and 8:00 PM to 8:00 AM, Saturday, Sunday and, Holidays). The RMC also specifies that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order in order to prevent excessive noise.

Impact Analysis

During construction of the proposed project, heavy equipment would be used on-site, which would result in temporary noise level increases during the construction period. Noise levels would vary depending on the type of equipment used, how the equipment is operated, and how well the equipment is maintained. Table 3.2.13-1 shows maximum noise levels associated with typical construction equipment.

Table 3.2.13-1. Construction Equipment Noise

Type of Equipment	Maximum Level, dB at 50 feet
Backhoe	78
Compressor (air)	78
Excavator	81
Generator	81
Pneumatic Tools	85

Source: Federal Highway Administration, Roadway Construction Noise Model User's Guide, January 2006.

As demonstrated in the table, activities involved in typical construction would generate maximum noise levels up to 85 dB at a distance of 50 feet. Given that the nearest receptors are located approximately 400 feet from the project site, noise levels at the nearest receptors would be significantly reduced from the levels presented above.

Furthermore, temporary construction noises are exempt from the City's noise standards. Nonetheless, pursuant to RMC Chapter 9.24, Noise Regulation, construction would only occur during allowable hours, and all construction equipment would be fitted with muffling devices and maintained in good working order. Compliance with such restrictions would ensure that construction noise associated with the proposed project would be less than significant.

Radio communications towers are not known to emit perceivable noise or sound; thus, operation of the proposed project would not result in increased noise levels.

Conclusion

Based on the above, project construction noise would not conflict with the City's General Plan if restricted to the hourly limits established by the City's Noise Ordinance. In addition, the proposed project would not generate any noise level increases during operation. Therefore, the proposed project would not result in a temporary exceedance of the standards established in the local general plan or noise ordinance, or applicable standards of other agencies, and a ***less-than-significant*** impact would occur.

b. Similar to noise, vibration involves a source, a transmission path, and a receiver. However, noise is generally considered to be pressure waves transmitted through air, whereas vibration usually consists of the excitation of a structure or surface. As with noise, vibration consists of an amplitude and frequency. A person's perception of the vibration depends on their individual sensitivity to vibration, as well as the amplitude and frequency of the source and the response of the system which is vibrating.

Vibration is measured in terms of acceleration velocity, or displacement. A common practice is to monitor vibration in terms of peak particle velocities (PPV) in inches per second (in/sec). Standards pertaining to perception as well as damage to structures have been developed for vibration levels defined in terms of PPV. Human and structural response to different vibration levels is influenced by a number of factors, including ground type, distance between source and receptor, duration, and the number of perceived vibration events.

Table 3.2.13-2, which was developed by Caltrans, shows the vibration levels that would normally be required to result in damage to structures. As presented in the table, the threshold for architectural damage to structures is 0.20 in/sec PPV and continuous vibrations of 0.10 in/sec PPV, or greater, would likely cause annoyance to sensitive receptors.

The only vibration-generating activities associated with the proposed project would occur during construction activities. Table 3.2.13-3 shows the typical vibration levels produced by construction equipment at various distances. At a distance of 25 feet or greater, vibration levels from such equipment would be below the 0.20 in/sec threshold recommended by Caltrans.

The proposed construction activities would occur at a distance of over 400 feet from the single-family residences located to the west of the site. Therefore, per the vibration levels shown in Table 3.2.13-3, groundborne vibrations would be below the 0.20 in/sec PPV threshold established by Caltrans for architectural damage to buildings.

The proposed project would not involve any uses or operations that would generate substantial groundborne vibration.

Based on the above, the proposed project would not expose people to or generate excessive groundborne vibration or groundborne noise levels, and a ***less-than-significant*** impact would occur.

Table 3.2.13-2. Effects of Vibration on People and Buildings

PPV			
mm/sec	in/sec	Human Reaction	Effect on Buildings
0.15 to 0.30	0.006 to 0.019	Threshold of perception; possibility of intrusion	Vibrations unlikely to cause damage of any type
2.0	0.08	Vibrations readily perceptible	Recommended upper level of the vibration to which ruins and ancient monuments should be subjected
2.5	0.10	Level at which continuous vibrations begin to annoy people	Virtually no risk of "architectural" damage to normal buildings
5.0	0.20	Vibrations annoying to people in buildings (this agrees with the levels established for people standing on bridges and subjected to relative short periods of vibrations)	Threshold at which there is a risk of "architectural" damage to normal dwelling - houses with plastered walls and ceilings. Special types of finish such as lining of walls, flexible ceiling treatment, etc., would minimize "architectural" damage
10 to 15	0.4 to 0.6	Vibrations considered unpleasant by people subjected to continuous vibrations and unacceptable to some people walking on bridges	Vibrations at a greater level than normally expected from traffic, but would cause "architectural" damage and possibly minor structural damage

Source: Caltrans. Transportation Related Earthborne Vibrations. TAV-02-01-R9601. February 20, 2002.

Table 3.2.13-3 Vibration Levels for Various Construction Equipment

Type of Equipment	PPV at 25 feet (in/sec)	PPV at 50 feet (in/sec)
Loaded Trucks	0.076	0.025
Small Bulldozer	0.003	0.000
Auger/drill Rigs	0.089	0.029

Source: Federal Transit Administration, Transit Noise and Vibration Impact Assessment Guidelines, May 2006.

c. The nearest airport to the project site is the Sacramento McClellan Airport, located approximately 8.5 miles southwest of the project site. Thus, the project site is not located within two miles of any public airports, and does not fall within an airport land use plan area. Therefore, ***no impact*** would occur related to the project being located within an airport land use plan or within two miles of a public airport or public use airport, thereby resulting in a safety hazard or excessive noise for people residing or working in the project area.

3.2.13.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to noise. Therefore, mitigation would not be required.

3.2.13.3 References

City of Roseville. *General Plan Noise Element*. Available at: https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/Final%20General%20Plan%202020/09%20Noise_Final.pdf. Accessed October 2021.

City of Roseville. *Roseville Municipal Code Chapter 9.24 Noise Regulation*. Available at: https://qcode.us/codes/roseville/. Accessed October 2021.

3.2.14 Population and Housing

XIV. Population and Housing	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☐	☒
b. Displace a substantial number of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

3.2.14.1 Discussion

a,b. The proposed project would include the construction of a radio communications tower, as well as the associated shelter, access roadway, emergency generator, and propane tank. The project site is located in a developed area and would not include the extension of major infrastructure. Given the nature of the proposed project, the project would not create a large number of jobs or result in an influx of new residents to the project area. In addition, the proposed project would not include the construction of new housing or the demolition of existing residences. Therefore, the project would not result in substantial unplanned population growth or the displacement of existing people or housing, and ***no impact*** would occur.

3.2.14.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to population and housing. Therefore, mitigation would not be required.

3.2.14.3 References

None.

3.2.15 Public Services

XV. Public Services	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or a need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

3.2.15.1 Discussion

a. The Roseville Fire Department operates nine fire stations that provide fire protection, suppression, emergency medical services, and hazardous material management within the City of Roseville, including the project site. The closest station is located approximately 1.2 miles southeast of the project site (Fire Station No. 4). Although a propane tank would be present on the project site, as discussed in Section 3.2.9, Hazards and Hazardous Materials, of this document, such tanks are highly regulated and would not result in an increased demand for fire protection services. The Roseville Police Department, headquartered approximately 2.5 miles northwest of the project site at 1051 Junction Boulevard, provides police protection services throughout the City. Because the proposed project would not add any additional residents to the area, an increase in demand for fire and police services would not occur.

The project site is located within the Roseville City School District. Because the proposed project would not result in population growth in the area, implementation of the project would not generate additional demand for school facilities.

The nearest existing park to the project site is Maidu Regional Park, located approximately 3,000 feet south of the project site. Because the proposed project would not result in population growth in the area, additional demand for parks would not occur.

Based on the above, the proposed project would result in ***no impact*** relating to the provision of public services, including fire and police protection, schools, parks, and other public facilities.

3.2.15.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to the provision of public services. Therefore, mitigation would not be required.

3.2.15.3 References

City of Roseville. 2017. *Location of Roseville Fire Stations*. Roseville, California. Available at: https://www.roseville.ca.us/UserFiles/Servers/Server_7964838/File/Government/Departments/Fire%20Dept/Fire%20Station%20Locations/Location%20of%20Roseville%20Fire%20Stations%20-%202017.pdf. Accessed April 2022.

3.2.16 Recreation

XVI. Recreation	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	☐	☐	☐	☒

3.2.16.1 Discussion

a,b. The proposed project would include the development of a radio communications tower, as well as the associated shelter, emergency generator, propane tank, and access roadway, on a site that is currently designated for uses which are commercial in nature. The proposed project would not result in any population growth that could result in increased use of existing recreational facilities, nor would the proposed project include or require construction or expansion of existing recreational facilities. Thus, ***no impact*** would occur.

3.2.16.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to recreational facilities. Therefore, mitigation would not be required.

3.2.16.3 References

None.

3.2.17 Transportation

XVII. Transportation	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Conflict with a program, plan, ordinance, or policy addressing the circulation system including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b. Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d. Result in inadequate emergency access?	☐	☐	☒	☐

3.2.17.1 Discussion

a-d. During construction, the proposed project would generate a minor amount of traffic on local roadways associated with construction worker commutes and the transport of materials for the project. However, such construction traffic would be limited, and would be temporary in nature. While the proposed project would include construction of a roadway extending east from the project site to the adjacent parking lot, the roadway would not be available for public use.

During the construction period, construction equipment and employee vehicles would access the project site by way of the new roadway. The new roadway and the existing parking area would be sufficient in length to accommodate the project-generated vehicles and equipment such that vehicles would not queue into the public roadway and disrupt the flow of traffic. In addition, vehicle speeds when passing through the adjacent parking lot to access the project site would be substantially slow to avoid any hazards to other vehicles and/or pedestrians.

Furthermore, the proposed project would not include development which would alter or increase demand for transit, bicycle, or pedestrian facilities. While the proposed project would temporarily result in an increase in VMT during the construction period, operation and maintenance of the proposed project would not substantially affect local or regional VMT. Thus, impacts relating to VMT would be less than significant, and the project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities or with CEQA Guidelines section 15064.3, subdivision (b). The project would include the development of a private

access roadway connecting the project site to the adjacent parcel. The access roadway would be required to comply with all applicable roadway construction regulations, and access would be limited to maintenance personnel. Therefore, the project would not substantially increase hazards due to a geometric design feature or incompatible uses or result in inadequate emergency access.

Based on the above, the proposed project would result in a ***less-than-significant*** impact related to transportation.

3.2.17.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to transportation. Therefore, mitigation would not be required.

3.2.17.3 References

None.

3.2.18 Tribal Cultural Resources

XVIII. Tribal Cultural Resources	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

3.2.18.1 Discussion

a,b. The project site is located in an urbanized area and is surrounded by existing development. Additionally, the project would not involve substantial ground disturbing activities. However, based on tribal consultation, the project site is considered a tribal cultural resource area.

A search of the NAHC's Sacred Lands File was conducted, and did not indicate the presence of any known cultural resources on the project site. In compliance with AB 52 (Public Resources Code Section 21080.3.1), the City distributed project notification letters to the appropriate Tribes on June 3, 2022. One tribe, the United Auburn Indian Community of the Auburn Rancheria (UAIC), requested consultation. The UAIC is a federally recognized Tribe comprised of both Miwok and Maidu (Nisenan) Tribal members who are traditionally and culturally affiliated with the project area. The Tribe has a deep spiritual, cultural, and physical ties to their ancestral land and are contemporary stewards of their culture and landscapes. The Tribal community represents a continuity and endurance of their ancestors by maintaining their connection to their history and culture. It is the Tribe's goal to ensure the preservation and continuance of their cultural heritage for current and

future generations. The UAIC has determined that tribal cultural resources are present on the project site and consultation was concluded with agreed upon mitigation measures on July 7, 2022.

Based on the above, the potential exists that previously unknown subsurface tribal cultural resources could be encountered on the project site. Should buried or otherwise unknown tribal cultural resources be encountered and/or damaged during construction, a potentially significant impact would occur. However, implementation of Mitigation Measures TCR-1 through TCR- 5 would reduce the potential impact to ***less than significant with mitigation incorporated***.

3.2.18.2 Mitigation Measures

Mitigation Measure TCR-1: Tribal Monitoring

The Construction Manager shall retain one tribal monitor to monitor all vegetation clearing and removal, and all initial surface grading of the project area, down to, for footings, 40 feet below the surface. Tribal monitoring is not required during above-surface construction activities, or when excavating or re-excavating imported fill. Tribal Monitoring is required for soil which has already been previously disturbed as part of the construction project.

The tribal monitor shall have the authority to temporarily pause ground disturbance within 100 feet of the discovery for a duration long enough to examine potential tribal cultural resources that may become unearthed during the activity. If tribal cultural resources or features are not identified, then construction activities shall proceed and agency notifications are not required. In the event that additional features of the Tribal Cultural Resource are identified, the unanticipated discovery procedures in Mitigation Measure TCR-2 shall be implemented.

The tribal monitor shall maintain daily monitoring logs, which shall be submitted to the City's Project Manager no later than the conclusion of the monitoring as proof of compliance.

Mitigation Measure TCR-2: Anticipated and Unanticipated Discover Procedures

If additional subsurface deposits believed to be cultural or human in origin, or tribal cultural resources, are discovered during construction, all work shall halt within a 100-foot radius of the discovery, and the Construction Manager shall immediately notify the City of Roseville Development Services Director by phone. The Construction Manager shall also immediately coordinate with the tribal monitor, or, in the absence of either, contact a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for archaeology and subject to approval by the City, to evaluate the significance of the find and develop appropriate management recommendations. All management recommendations shall be provided to the City in writing for the City's review

and approval. If recommended by the qualified professional and approved by the City, this may include modification of the no-work radius.

The UAIC and Tribal Monitor shall make a determination, based on professional judgement and supported by substantial evidence, within one business day of being notified, as to whether or not the find represents a tribal cultural resource. The subsequent actions will be determined by the type of discovery, as described below. These include: 1) a work pause that, upon further investigation, is not actually a discovery and the work pause was simply needed in order to allow for closer examination of soil (a "false alarm"); 2) a work pause and subsequent action for discoveries that are clearly not related to tribal resources, such as can and bottle dumps, artifacts of European origin, and remnants of built environment features; and 3) a work pause and subsequent action for discoveries that are likely related to tribal resources, such as midden soil, bedrock mortars, groundstone, or other similar expressions.

Whenever there is question as to whether or not the discovery represents a tribal resource, culturally affiliated tribes shall be consulted in making the determination. Whenever a tribal monitor is present, the monitor shall be consulted.

The following processes shall apply, depending on the nature of the find, subject to the review and approval of the City:

- *Response to False Alarms: If the Tribal Monitor determines that the find is negative for any cultural indicators, then work may resume immediately upon notice to proceed from the City's representative. No further notifications or tribal consultation is necessary, because the discovery is not a cultural resource of any kind. The Tribal Monitor or UAIC shall provide written documentation of this finding to the Project Manager this documentation may include the monitor logs or e-mail notification.*
- *Response to Non-Tribal Discoveries: If a tribal monitor is not present at the time of discovery and the City shall be notified immediately, to consult on a finding of eligibility and implementation of appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines. The City of Roseville will notify any [tribe(s)] who, in writing, requested notice of unanticipated discovery of non-tribal resources. Notice shall include the photograph and description of the find, and a tribal representative shall have the opportunity to determine whether or not the find represents a tribal cultural resource. If a response is not received within 24 hours of notification (none of which time period may fall on weekends or City holidays), the City will deem this portion of the measure completed in good faith as long as the notification was made and documented. If requested by a [tribe(s)], the City may extend this timeframe, which shall be documented in writing (electronic communication may be used to satisfy this measure). If a notified tribe responds within 24 hours to indicate that the find represents a tribal cultural resource, then the Response to Tribal Discoveries portion of this measure applies. If the tribe does not respond or concurs that the discovery is non-tribal, work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical*

Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) that the treatment measures have been completed to its satisfaction.

- *Response to Tribal Discoveries: If the find represents a tribal or potentially tribal cultural resource that does not include human remains, the tribe and City shall be notified. The City will consult with the tribe on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be either a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines, or a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code. Preservation in place is the preferred treatment, if feasible. Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) not a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code; or 3) that the treatment measures have been completed to its satisfaction.*

- *Response to Human Remains: If the find includes human remains, or remains that are potentially human, the construction supervisor or on-site archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641) and shall notify the City and Placer County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California Public Resources Code, and Assembly Bill 2641 shall be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§ 5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. Public Resources Code § 5097.94 provides structure for mediation through the NAHC if necessary. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the Public Resources Code).*

If no agreement is reached, the landowner must rebury the remains in a respectful manner where they will not be further disturbed (§ 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the treatment measures have been completed to its satisfaction.

Mitigation Measure TCR-3: Restoration Location Designation

Following the completion of ground disturbance soil will be retained on site, and at a mutually agreed upon time, a location shall be selected for reburial and/or placement of soil to restore all cultural items or cultural soils to the TCR. The location selected shall be under the control of the property owner, in an area not planned for future disturbance, and can accommodate the recording of a deed restriction, should the reburial location be utilized for the project. A copy of a map showing the reburial location shall be filed with the

City for proof of compliance prior to construction and shall remain confidential. A deed restriction over the reburial location need not be filed with the County until materials have been reburied at the selected location. If the reburial location is not utilized for the project, then no further documentation or deed restrictions are required.

In the event that human remains or tribal cultural resources are encountered, the consultation and evaluation process in Mitigation Measure TCR-2 for the management of unanticipated discoveries shall be followed. Upon conclusion of that process, the Construction Manager shall rebury specified materials in the location selected for reburial, at the City's direction and discretion. The City shall reserve the right to dictate the nature, methods, and timing of the reburial.

Within 30 days of the reburial, and consistent with Section 5097.98(e) of the Public Resources Code, the location of the reburial shall be further recorded by a qualified professional on a DPR 523 Series Primary Record and Location Map and submitted to the North Central Information Center of the California Historical Resources Information Center [5097.98(e)(1)], Native American Heritage Commission, and a reinternment record filed with the County [5097.98(e)(3)]. A copy of the confidential record and transmittal to each repository shall be provided to the City as proof of compliance within 30 days of recording.

Mitigation Measure TCR-4: Install Protective Fencing During Construction

The construction contractor(s), UAIC Representative, and Tribal Monitor will install protective fencing or other acceptable methods around the culturally modified boulders, including a buffer area, before construction starts or restarts. Standard buffer areas are 100 feet, but may be increased or decreased if both the CEQA lead agency representative and affiliated Native American Tribes agree. The construction contractor(s) will maintain the protection throughout construction to avoid the resource/area of sensitivity during all remaining phases of construction. The area will be demarcated as an "Environmentally Sensitive Area".

Mitigation Measure TCR-5: Contribution for Reburial Costs

To fund costs of mitigation to the TCR, a financial contribution, will be made to the Roseville Maidu Museum for Tribal reburial costs. The contribution will be based on impacts documented during tribal monitoring, up to a maximum of $15,000.

3.2.18.3 References

Native American Heritage Commission. *Strauch Drive Radio Communications Tower Project*. April 19, 2022.

North Central Information Center. *Records Search Results for Strauch Drive Radio Communications Tower Project; NCIC File No.: PLA-22-35*. April 7, 2022.

3.2.19 Utilities and Service Systems

XIX. Utilities and Service Systems	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
c. Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d. Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

3.2.19.1 Discussion

a-e. Electricity for the proposed project would be provided by a new connection to an existing transformer. Water, wastewater, storm drainage infrastructure would not be impacted by the proposed project, as the project would not require connections to such utility features. While construction of the proposed project could generate a small amount of solid waste, the waste could be accommodated by the existing landfill facilities serving the City. Operation of the proposed project would not require solid waste or landfill services. Overall, the proposed project would not require the relocation or construction of new or expanded utilities.

Given that the proposed project is consistent with the site's current General Plan land use and zoning designations, the utility infrastructure within the project vicinity has been designed with adequate capacity to accommodate the minor increase in electricity

demand from development of the proposed radio communications tower, as well as other existing and planned uses in the project area. Therefore, the project would result in a ***less-than-significant*** impact related to utilities and service systems.

3.2.19.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to utilities and service systems. Therefore, mitigation would not be required.

3.2.19.3 References

None.

3.2.20 Wildfire

XX. Wildfire	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks of, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts on the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

3.2.20.1 Discussion

a-d. According to the CAL FIRE Fire and Resource Assessment Program, the project site is not located within or near a State Responsibility Area or lands classified as a VHFHSZ. The nearest VHFHSZ is approximately 10 miles east of the project site. The project site is located in a Local Responsibility Area where the Roseville Fire Department is responsible for fire protection services. Because the proposed project consists only of the installation of a radio communications tower and does not involve adding new residents or changing circulation patterns, the proposed project would not impair implementation of an adopted emergency response plan or emergency evacuation plan. Additionally, the topography of the project site is relatively flat, and the site is located in an urbanized area of the City; thus, the project site is not susceptible to downstream flooding or landslide. Therefore, the proposed project would not be subject to substantial risks related to wildfires, and a ***less-than-significant*** impact would occur.

3.2.20.2 Mitigation Measures

The proposed project would not result in any potentially significant impacts related to wildfire. Therefore, mitigation would not be required.

3.2.20.3 References

California Department of Forestry and Fire Protection. *Fire Hazard Severity Zone Viewer.* Available at: https://egis.fire.ca.gov/FHSZ/. Accessed April 2022.

3.2.21 Mandatory Findings of Significance

XXI. Mandatory Findings of Significance	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b. Does the project have impacts that are individually limited but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

3.2.21.1 Discussion

a. As discussed in Section 3.2.4, Biological Resources, of this IS/MND, the project site is subject to regular discing and is, therefore, regularly disturbed, and construction of the proposed project would not further degrade the quality of the environment, cause fish or wildlife populations to drop below self-sustaining levels, threaten to eliminate a plant or animal community or reduce the number or restrict the range of a rare or endangered plant or animal. Due to previous disturbance of the site, the site does not contain any known historic or prehistoric resources. However, the possibility remains that tree removal could affect protected nesting bird species. Additionally, previously unknown cultural resources or tribal cultural resources could be encountered during ground disturbing activities. Implementation of Mitigation Measures BIO-1, CUL-1, CUL-2, and TCR-1 through TCR-5 would ensure that the proposed project would not displace protected species or eliminate important examples of the major periods of California history or prehistory. Therefore, potential impacts would be ***less-than-significant with mitigation incorporated.***

b. The proposed project, in conjunction with other development within the City of Roseville, could incrementally contribute to cumulative impacts in the area. However, as

demonstrated in this IS/MND, all potential environmental impacts that could occur as a result of implementation of the proposed project would result in no impact or a less-than-significant impact through applicable General Plan policies and RMC Standards, as well as other local and State policies. In addition, the proposed project would be allowable under the project site's current land use and zoning designations. Therefore, development of the proposed project would not result in a cumulatively considerable contribution to cumulative impacts to cumulative impacts in the City of Roseville, and the proposed project's incremental contribution to cumulative impacts would be ***less than significant.***

c. As described in this IS/MND, the proposed project would comply with all applicable General Plan policies, RMC Standards, and other applicable local and State regulations. In addition, as discussed in Section 3.2.3, Air Quality, Section 3.2.7, Geology and Soils, Section 3.2.8, Greenhouse Gas Emissions, Section 3.2.9, Hazards and Hazardous Materials, Section 3.2.13, Noise, and Section 3.2.17, Transportation, of this IS/MND, the proposed project would not cause substantial effects to human beings, including effects related to exposure to air pollutants, hazardous materials, noise, and traffic. Therefore, the proposed project would result in a ***less-than-significant*** impact.

CEQA Mitigation Monitoring and Reporting Program

East Site Radio Communication Tower: Emergency and Daily Operational Services Project

August 2022

East Site Radio Communication Tower: Emergency and Daily Operational Services Project

MITIGATION MONITORING AND REPORTING PROGRAM

Introduction

Public Resources Code section 21081.6 and section 15097 of the California Environmental Quality Act (CEQA) Guidelines require public agencies to adopt a monitoring or reporting program for projects approved under CEQA that require implementation of mitigation measures as part of project approval.

The following is the Mitigation Monitoring and Reporting Program (MMRP) for the Roseville Regional Sports Complex Project (proposed project). The intent of the MMRP is to aid the City of Roseville with implementation and monitoring of mitigation measures adopted as part of the Roseville Regional Sports Complex Project Final Subsequent Initial Study/Mitigated Negative Declaration (IS/MND).

The following mitigation measures are from the *East Site Radio Communication Tower: Emergency and Daily Operational Services Project Final Subsequent IS/MND* and are the responsibility of the City to implement. As stated in Section 1.3 (Documents Incorporated by Reference) of the Subsequent IS/MND, the WRSP EIR, inclusive of all CEQA analyses and documentation) are incorporated by reference, including the WRSP MMRP. This MMRP describes the *additional* actions that must take place to implement each mitigation measure, the timing of those actions, and the entities responsible for implementing and monitoring the actions.

MMRP Components

The components of the attached table, which contains applicable mitigation measures, are addressed briefly, below.

Impact: This column summarizes the impact identified in the Final Subsequent IS/MND.

Mitigation Measures: All applicable mitigation measures from the WRSP EIR are incorporated by reference, and mitigation measures specifically identified in the Roseville Regional Sports Complex Project Subsequent IS/MND are presented herein.

Action(s): For every mitigation measure, one or more actions are described. The actions delineate the means by which the mitigation measures will be implemented, and, in some instances, the criteria for determining whether a measure has been successfully implemented. Where mitigation measures are particularly detailed, the action may refer back to the measure for specifics.

Implementing Party: This item identifies the entity that will undertake the required action.

Timing: Implementation of the action must occur prior to or during some part of project approval, project design or construction or on an ongoing basis. The timing for each measure is identified.

Monitoring Party: The City of Roseville Development Services Department, in coordination with the Public Works Department, is primarily responsible for ensuring that mitigation measures are successfully implemented. Within the City of Roseville, a number of departments and divisions could have responsibility for monitoring some aspect of the overall project. Other agencies may also be responsible for monitoring the implementation of mitigation measures. As a result, more than one monitoring party may be identified.

East Site Radio Communication Tower Project, Mitigation Monitoring and Reporting Program					
Impact	**Mitigation Measures**	**Action(s)**	**Implementing Party**	**Timing**	**Monitoring Party**
Biological Resources					
Potential for impacts to nesting birds	**Mitigation Measure BIO-1: Implement Measures to Protect Nesting Bird Species** If tree removal or other ground-disturbing activities are to begin during the breeding/nesting season for raptors or other protected bird species in the region (generally February 1 through August 31), a qualified biologist shall be retained by the City to conduct pre-construction surveys in areas of suitable nesting habitat within two weeks prior to initiation of tree removal or ground disturbance. The pre-construction surveys shall be submitted to the City's Planning Division. If active nests are not found, further mitigation is not required. If active nests are found, the construction contractor shall avoid impacts on such nests by establishing a no-disturbance buffer around the nest. The appropriate buffer size for all nesting birds shall be determined by a qualified biologist. Buffer size will vary depending on site-specific conditions, the species of nesting bird, nature of the project activity, the extent of existing disturbance in the area, visibility of the disturbance from the nest site, and other relevant circumstances. Construction activity shall not occur within the buffer area of an active nest and nests shall be monitored by a qualified biologist until a qualified biologist confirms that the chicks have fledged and are no longer dependent on the nest, or the nesting cycle has otherwise completed. Monitoring of the nest by a qualified biologist during construction activities.	Implement actions as required by MM BIO-1.	Contractor. City of Roseville Public Works and Development Services Departments	Prior to construction	Contractor, City of Roseville Development Services Department
Cultural Resources					
	Mitigation Measure CUL-1: Implement Measures to Protect Previously Unidentified Cultural Resources The City shall ensure that construction specifications include the following information in the grading notes: • Construction shall stop if potential cultural resources are encountered. It is possible that previous activities have obscured surface evidence of cultural resources. If signs of an archeological site, such as any unusual amounts of stone, bone, or shell, are uncovered during grading or other construction activities, work shall be halted within 100 feet of the find and the City of Roseville will be notified. A qualified archeologist shall be consulted for an onsite evaluation. If the site appears to be eligible for listing in State or federal registers, additional mitigation, such as further testing for evaluation or data recovery, may be necessary. • In the event resources are discovered, the City shall retain a qualified archaeologist to assess the find and to determine whether the resource requires further study. Any previously undiscovered resources found during construction shall be recorded on appropriate California Department of Parks and Recreation 523 forms and evaluated for significance under all applicable regulatory criteria. • All work shall stop in the immediate vicinity of the find, and, if the find is determined to be an important cultural resource, the City shall make available contingency funding and a time allotment sufficient to allow recovery of an archaeological sample or to implement an avoidance measure. Construction work may continue on other parts of the project while archaeological mitigation takes place.	Stop work if potential tribal cultural resources are encountered during ground-disturbing activities and have a qualified archaeologist, in consultation with culturally affiliated tribes, evaluate the find and develop a response plan.	Contractor, Qualified Archaeologist, and City of Roseville Development Services Department	Prior to and during construction	Contractor, City of Roseville Development Services Department

Tribal Cultural Resources					
Potential for impacts to tribal cultural resources	**Mitigation Measure TCR-1: Tribal Monitoring** The Construction Manager shall retain one tribal monitor to monitor all vegetation clearing and removal, and all initial surface grading of the project area, down to, for footings, 40 feet below the surface. Tribal monitoring is not required during above-surface construction activities, or when excavating or re-excavating imported fill. Tribal Monitoring is required for soil which has already been previously disturbed as part of the construction project. The tribal monitor shall have the authority to temporarily pause ground disturbance within 100 feet of the discovery for a duration long enough to examine potential tribal cultural resources that may become unearthed during the activity. If tribal cultural resources or features are not identified, then construction activities shall proceed and agency notifications are not required. In the event that additional features of the Tribal Cultural Resource are identified, the unanticipated discovery procedures in Mitigation Measure TCR-2 shall be implemented. The tribal monitor shall maintain daily monitoring logs, which shall be submitted to the City's Project Manager no later than the conclusion of the monitoring as proof of compliance. **Mitigation Measure TCR-2: Anticipated and Unanticipated Discover Procedures** If additional subsurface deposits believed to be cultural or human in origin, or tribal cultural resources, are discovered during construction, all work shall halt within a 100-foot radius of the discovery, and the Construction Manager shall immediately notify the City of Roseville Development Services Director by phone. The Construction Manager shall also immediately coordinate with the tribal monitor, or, in the absence of either, contact a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for archaeology and subject to approval by the City, to evaluate the significance of the find and develop appropriate management recommendations. All management recommendations shall be provided to the City in writing for the City's review and approval. If recommended by the qualified professional and approved by the City, this may include modification of the no-work radius. The UAIC and Tribal Monitor shall make a determination, based on professional judgement and supported by substantial evidence, within one business day of being notified, as to whether or not the find represents a tribal cultural resource. The subsequent actions will be determined by the type of discovery, as described below. These include: 1) a work pause that, upon further investigation, is not actually a discovery and the work pause was simply needed in order to allow for closer examination of soil (a "false alarm"); 2) a work pause and subsequent action for discoveries that are clearly not related to tribal resources, such as can and bottle dumps, artifacts of European origin, and remnants of built environment features; and 3) a work pause and subsequent action for discoveries that are likely related to tribal resources, such as midden soil, bedrock mortars, groundstone, or other similar expressions. Whenever there is question as to whether or not the discovery represents a tribal resource, culturally affiliated tribes shall be consulted in making the determination. Whenever a tribal monitor is present, the monitor shall be consulted. The following processes shall apply, depending on the nature of the find, subject to the review and approval of the City: • Response to False Alarms: If the Tribal Monitor determines that the find is negative for any cultural indicators, then work may resume immediately upon notice to proceed from the City's representative. No further notifications or tribal consultation is necessary, because the discovery is not a cultural resource of any kind. The Tribal Monitor or UAIC shall provide written documentation of this finding to the Project Manager this documentation may include the monitor logs or e-mail notification. • Response to Non-Tribal Discoveries: If a tribal monitor is not present at the time of discovery and the City shall be notified immediately, to consult on a finding of eligibility and implementation of appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines. The City of Roseville will notify any [tribe(s)] who, in writing, requested notice of unanticipated discovery of non-tribal resources. Notice shall include the photograph and description of the find, and a tribal representative shall have the opportunity to determine whether or not the find represents a tribal cultural resource. • If a response is not received within 24 hours of notification (none of which time period may fall on weekends or City holidays), the City will deem this portion of the measure completed in good faith as long as the notification was made and documented. If requested by a [tribe(s)], the City may extend this timeframe, which shall be documented in writing (electronic communication may be used to satisfy this measure). If a notified tribe responds within 24 hours to indicate that the find represents a tribal cultural resource, then the Response to Tribal Discoveries portion of this measure applies. If the tribe does not respond or concurs that the discovery is non-tribal, work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) that the treatment measures have been completed to its satisfaction.	Implement tribal monitoring. Stop work if potential tribal cultural resources are encountered during ground-disturbing activities and have a qualified archaeologist, in consultation with culturally affiliated tribes, evaluate the find and develop a response plan.	Contractor, Qualified Archaeologist, and City of Roseville Public Works and Development Services Departments	Prior to and during construction	Contractor, City of Roseville Development Services Department

	(Mitigation Measure TCR-2: Anticipated and Unanticipated Discover Procedures Continued) • Response to Tribal Discoveries: If the find represents a tribal or potentially tribal cultural resource that does not include human remains, the tribe and City shall be notified. The City will consult with the tribe on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be either a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines, or a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code. Preservation in place is the preferred treatment, if feasible. Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) not a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code; or 3) that the treatment measures have been completed to its satisfaction. • Response to Human Remains: If the find includes human remains, or remains that are potentially human, the construction supervisor or on-site archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641) and shall notify the City and Placer County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California Public Resources Code, and Assembly Bill 2641 shall be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§ 5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. Public Resources Code § 5097.94 provides structure for mediation through the NAHC if necessary. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the Public Resources Code). If no agreement is reached, the landowner must rebury the remains in a respectful manner where they will not be further disturbed (§ 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the treatment measures have been completed to its satisfaction. **Mitigation Measure TCR-3: Restoration Location Designation** Following the completion of ground disturbance soil will be retained on site, and at a mutually agreed upon time, a location shall be selected for reburial and/or placement of soil to restore all cultural items or cultural soils to the TCR. The location selected shall be under the control of the property owner, in an area not planned for future disturbance, and can accommodate the recording of a deed restriction, should the reburial location be utilized for the project. A copy of a map showing the reburial location shall be filed with the City for proof of compliance prior to construction and shall remain confidential. A deed restriction over the reburial location need not be filed with the County until materials have been reburied at the selected location. If the reburial location is not utilized for the project, then no further documentation or deed restrictions are required. In the event that human remains or tribal cultural resources are encountered, the consultation and evaluation process in Mitigation Measure TCR-2 for the management of unanticipated discoveries shall be followed. Upon conclusion of that process, the Construction Manager shall rebury specified materials in the location selected for reburial, at the City's direction and discretion. The City shall reserve the right to dictate the nature, methods, and timing of the reburial. Within 30 days of the reburial, and consistent with Section 5097.98(e) of the Public Resources Code, the location of the reburial shall be further recorded by a qualified professional on a DPR 523 Series Primary Record and Location Map and submitted to the North Central Information Center of the California Historical Resources Information Center [5097.98(e)(1)], Native American Heritage Commission, and a reinternment record filed with the County [5097.98(e)(3)]. A copy of the confidential record and transmittal to each repository shall be provided to the City as proof of compliance within 30 days of recording. **Mitigation Measure TCR-4: Install Protective Fencing During Construction** The construction contractor(s), UAIC Representative, and Tribal Monitor will install protective fencing or other acceptable methods around the culturally modified boulders, including a buffer area, before construction starts or restarts. Standard buffer areas are 100 feet, but may be increased or decreased if both the CEQA lead agency representative and affiliated Native American Tribes agree. The construction contractor(s) will maintain the protection throughout construction to avoid the resource/area of sensitivity during all remaining phases of construction. The area will be demarcated as an "Environmentally Sensitive Area". **Mitigation Measure TCR-5: Contribution for Reburial Costs** To fund costs of mitigation to the TCR, a financial contribution, will be made to the Roseville Maidu Museum for Tribal reburial costs. The contribution will be based on impacts documented during tribal monitoring, up to a maximum of $15,000.				

PARCEL NO.: 048-420-018
TITLE REPORT NO.: P-530741
PROJECT: ROSEVILLE COMMUNICATION TOWER PROJECT

AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)

THIS AGREEMENT is entered into this _____day of _____, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and ELLIPTIC LLC, a California Limited Liability Company (hereinafter called "Seller") for acquisition by Buyer of one Permanent Non-Exclusive Access Easement and one Temporary Construction Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Permanent Non-Exclusive Access Easement (Attached as Attachment 1); and
B. Temporary Construction Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which is/are hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of

THIRTY THOUSAND FIVE HUNDRED AND 00/100 DOLLARS
($30,500.00)

3. CONVEYANCE OF TITLE. Seller agrees to convey by Easement Deeds to Buyer marketable easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. All taxes for the current fiscal year prorated as per Section 5 hereinafter.
B. Quasi-public utility, public alley, public street easements, and rights of way of record.
C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of $30,500.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow the original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by either wire transfer or check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

   In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's

proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");

F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;

G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within sixty (60) days following the opening of escrow

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized

agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste

disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in 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 Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY:_____

NAME:_____

TITLE: _____

SELLER

ELLIPTIC LLC, a California Limited Liability Company

BY:_____
Scott Schoenberger
Managing Partner of Elliptic LLC

MAILING ADDRESS OF BUYER
311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER
1714 14th Street
Santa Monica, CA 90404

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM:

BY:_____
City Attorney

APPROVED AS TO SUBSTANCE:

BY:_____
Public Works Director

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: $ None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Space above this line is for Recorder's Use

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

PERMANMENT NON-EXCLUSIVE ACCESS EASEMENT

Assessor's Parcel No: 048-420-018

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Elliptic LLC, a California Limited Liability Company ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** a permanent non-exclusive easement for ingress/egress and maintenance purposes in, on, under, over, along and across that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: 5-19-22

Elliptic LLC, a California Limited Liability Company

By: _____
Scott Schoenberger
Managing Partner of Elliptic LLC

FOR: APN 048-420-018
1700 Rocky Ridge Drive, Roseville, CA 95661

NOTE: All signatures must be notarized with California All-Purpose Acknowledgement Form.

EXHIBIT A (LEGAL DESCRIPTION)

EXHIBIT "A"
NON-EXCLUSIVE ACCESS EASEMENT
LEGAL DESCRIPTION

A strip of land 12.00 feet wide situate in the City of Roseville, County of Placer, State of California, being a portion of the lands of Elliptic LLC as said lands are described in that certain document recorded as Document No. 2013-0118127 of Official Records, also being a portion of Parcel "D" as said parcel is shown on that certain parcel map filed in Book 26 of Parcel Maps at Page 131, both of Placer County Records, the centerline of said strip being more particularly described as follows:

COMMENCING at the northwest corner of said Parcel "D"; thence along the westerly line thereof South 01°08'44" East 24.39 feet to the **POINT OF BEGINNING;** thence from said point of beginning leaving said westerly line North 87°50'37" East 154.22 feet to the beginning of a curve, concave northwesterly, having a radius of 30.00 feet; thence northeasterly along said curve, through a central angle of 55°35'49", an arc distance of 29.11 feet; thence North 32°14'48" East 5.18 feet to the beginning of a curve, concave southeasterly, having a radius of 20.00 feet; thence northeasterly along said curve, through a central angle of 69°26'03", an arc distance of 24.24 feet; thence South 78°19'09" East 5.88 feet to the **POINT OF TERMINATION** on the westerly right of way line of Parcel "D-1" as said parcel is described in that certain document recorded as Document No. 97-0022513 of Official Records, Placer County Records, said point lying the following two (2) courses from the northeast corner of said Parcel "D": 1) North 78°19'08" West 11.84 feet along the northerly line of said Parcel "D" to the northwest corner of said Parcel "D-1" and 2) South 03°38'58" West 7.57 feet along said westerly line of said Parcel "D-1".

Containing 2,624 square feet, more or less.

The sidelines of said strip of land being shortened or extended to terminate at the westerly line of said Parcel "D" and the westerly line of said Parcel "D-1".

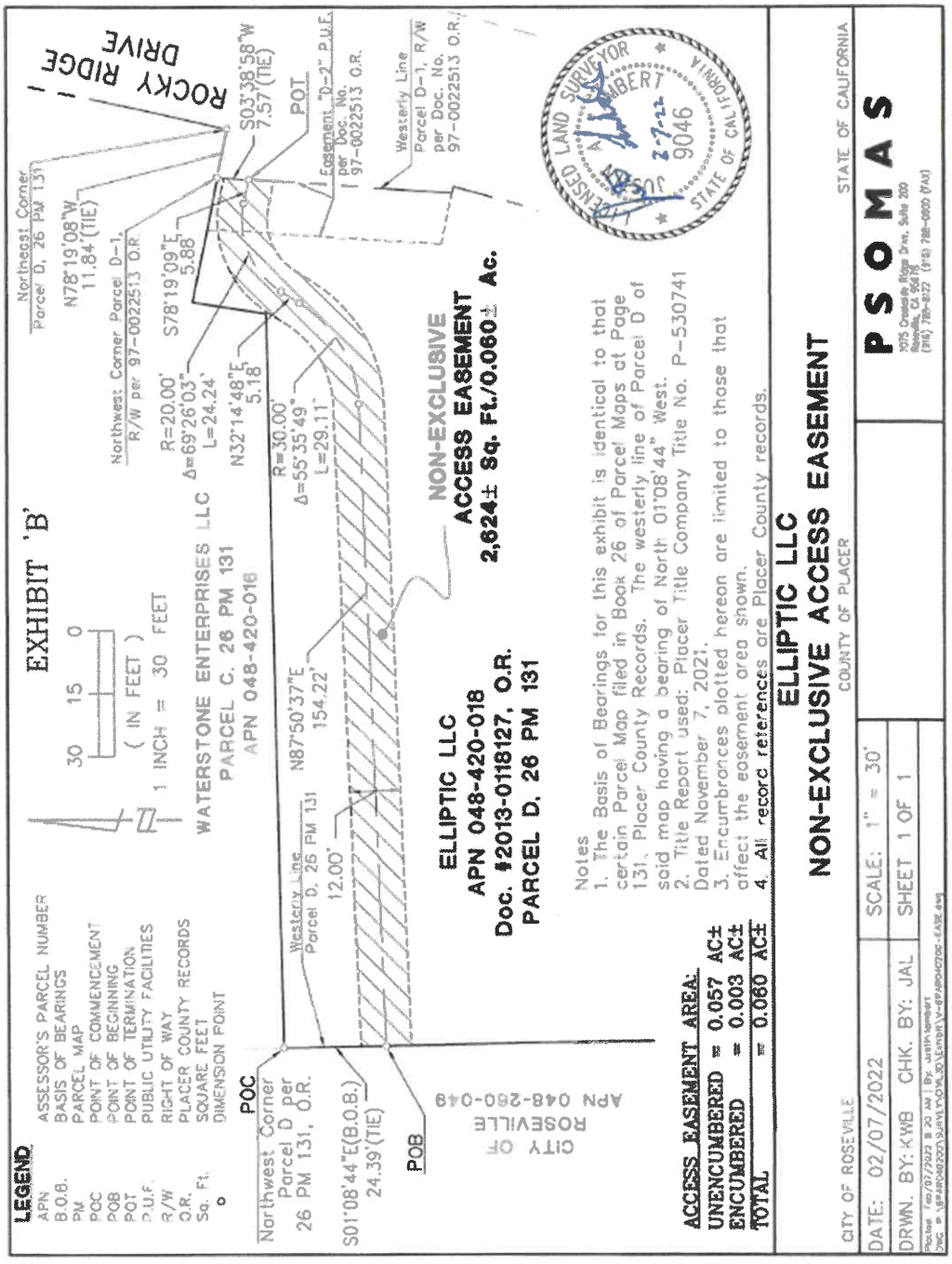
The basis of bearings for this description is identical to that certain parcel map filed in Book 26 of Parcel Maps at Page 131, Placer County Records. The westerly line of Parcel "D" of said map having a bearing of North 01°08'44" West.

The above-described real property is identified as "Access Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof

End of Description



EXHIBIT B (PLAT MAP)



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 Los Angeles)

On May 19, 2022 (Date) before me, Victoria Martinez (Name of Notary), Notary Public personally appeared Scott Schoenberger 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.

VICTORIA MARTINEZ
Notary Public - California
Los Angeles County
Commission # 2396621
My Comm. Expires Mar 10, 2026

Victoria Martinez
(Notary Signature)

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: $ None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Space above this line is for Recorder's Use

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

TEMPORARY CONSTRUCTION EASEMENT

Assessor's Parcel No: 048-420-018

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Elliptic LLC, a California Limited Liability Company** ("Grantor") does hereby grant to the **City of Roseville, a Municipal Corporation** ("Grantee") a one (1) month temporary construction easement for construction and construction staging purposes in, over, under and across those portions of real property located in the City of Roseville, County of Placer, State of California described as:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

As required in connection with the City of Roseville Communication Tower Easement Project, together with the right and privilege of entering upon said land to accomplish purposes described above. The right granted herein shall commence following a seventy-two (72) hour written notice to Grantor by Grantee.

Dated: 5-19-22

Elliptic LLC, a California Limited Liability Company

By: _____
Scott Schoenberger
Managing Partner of Elliptic LLC

FOR: APN 048-420-018
1700 Rocky Ridge Drive, Roseville, CA 95661

NOTE: All signatures must be notarized with California All-Purpose Acknowledgement Form.

EXHIBIT A (LEGAL DESCRIPTION)

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Roseville, County of Placer, State of California, being a portion of the lands of Elliptic LLC as said lands are described in that certain document recorded as Document No. 2013-0118127 of Official Records, also being a portion of Parcel "D" as said parcel is shown on that certain parcel map filed in Book 26 of Parcel Maps at Page 131, both of Placer County Records, said real property being more particularly described as a follows:

COMMENCING at the northwest corner of said Parcel "D"; thence along the westerly line thereof South 01°08'44" East 38.53 feet to a point thereon; thence leaving said westerly line North 88°51'16" East 40.17 feet to the **POINT OF BEGINNING**; thence from said point of beginning North 57°15'58" East 16.00 feet; thence South 32°44'02" East 18.50 feet; thence South 57°15'58" West 16.00 feet; thence North 32°44'02" West 18.50 feet to the point of beginning.

Containing 296 square feet, more or less.

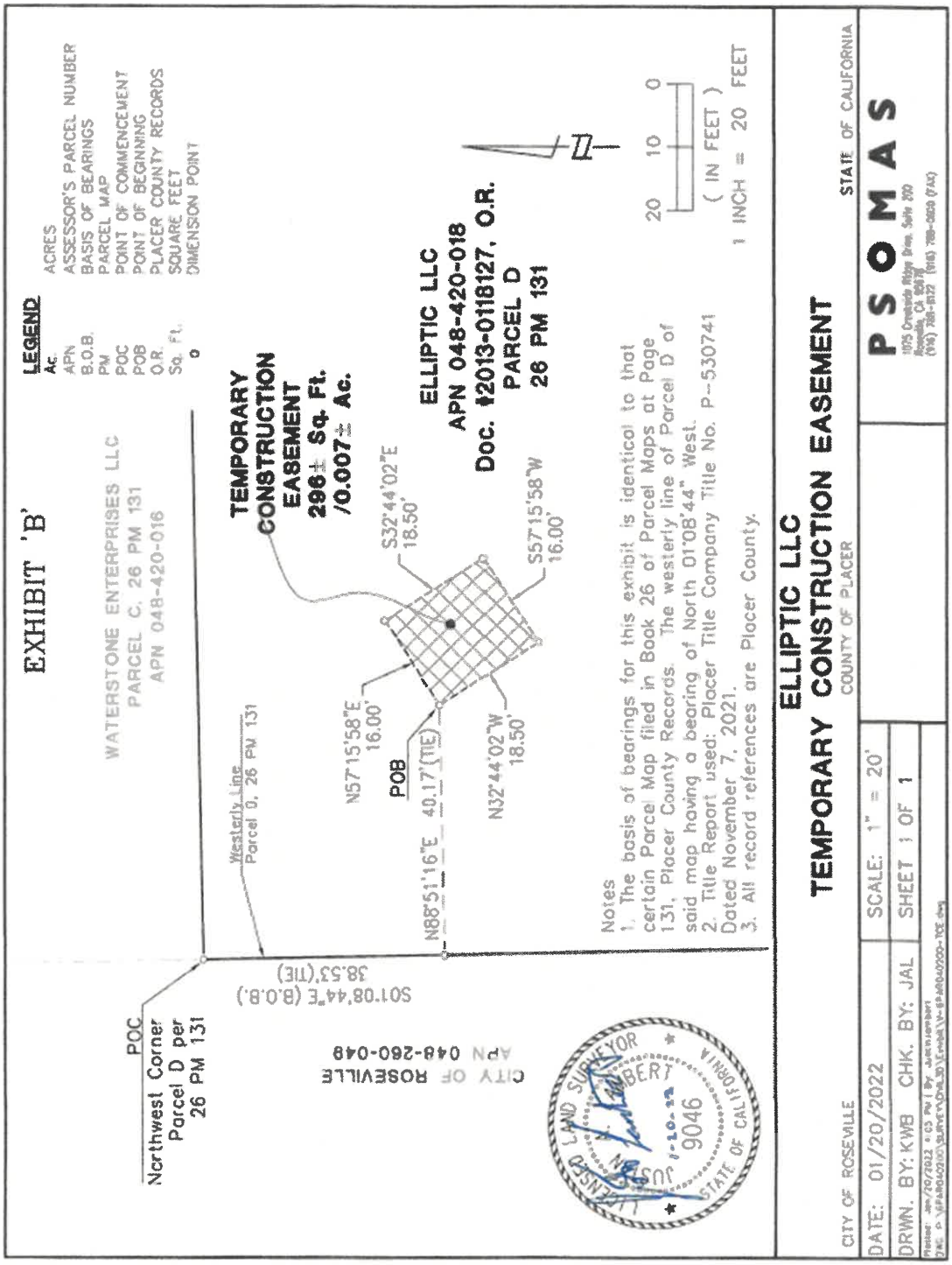
The basis of bearings for this description is identical to that certain parcel map filed in Book 26 of Parcel Maps at Page 131, Placer County Records. The westerly line of Parcel "D" of said map having a bearing of North 01°08'44" West.

The above-described real property is identified as "Temporary Construction Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof

End of Description



EXHIBIT B (PLAT MAP)



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 Los Angeles)

On May 19, 2022 (Date) before me, Victoria Martinez (Name of Notary), Notary Public personally appeared Scott Schoenberger 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.

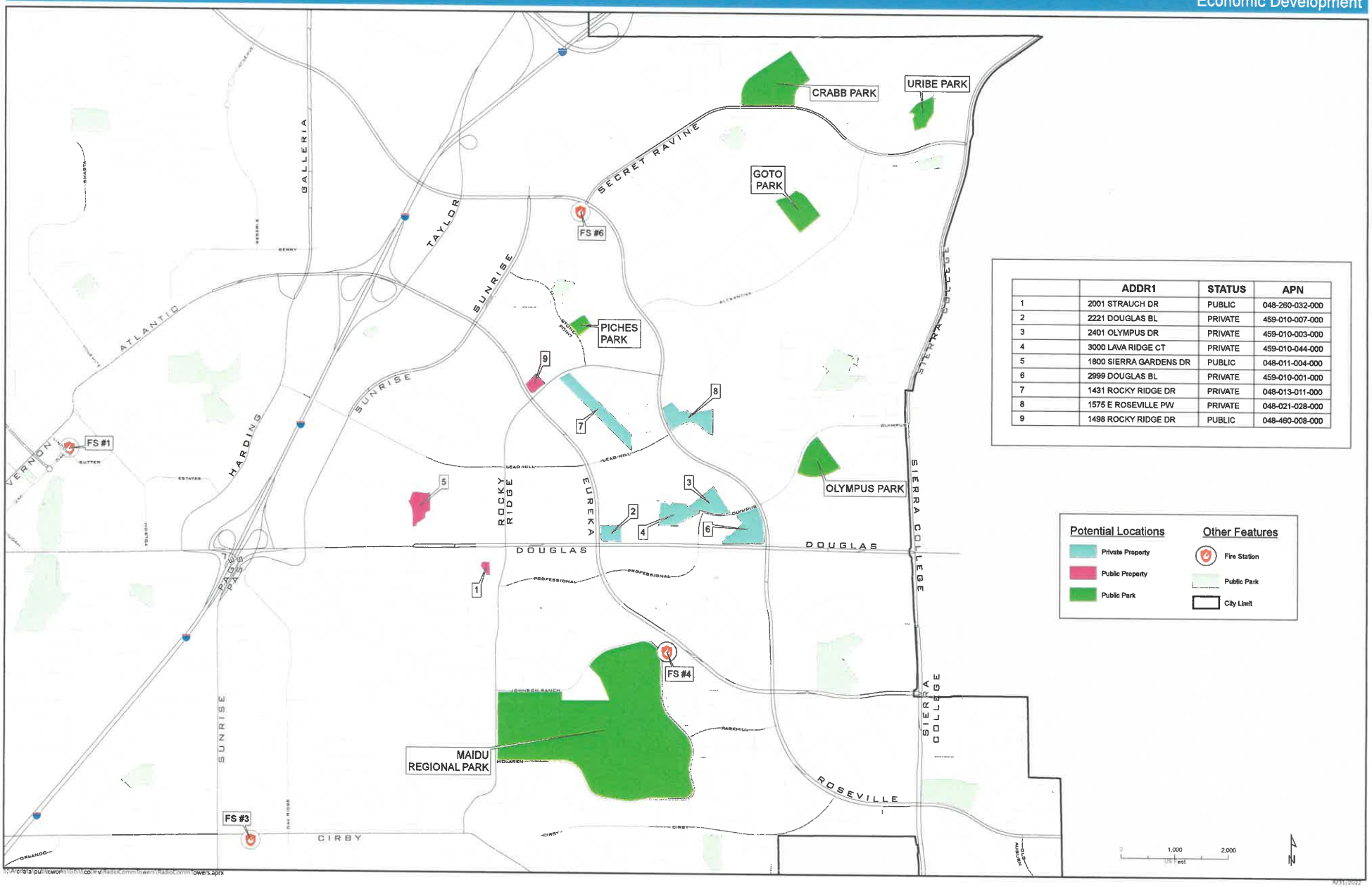
VICTORIA MARTINEZ
Notary Public - California
Los Angeles County
Commission # 2396621
My Comm. Expires Mar 10, 2026

(Notary Signature)

CITY OF ROSEVILLE CALIFORNIA

Radio Communication Towers - Location Assessment

Economic Development



	ADDR1	STATUS	APN
1	2001 STRAUCH DR	PUBLIC	048-260-032-000
2	2221 DOUGLAS BL	PRIVATE	459-010-007-000
3	2401 OLYMPUS DR	PRIVATE	459-010-003-000
4	3000 LAVA RIDGE CT	PRIVATE	459-010-044-000
5	1800 SIERRA GARDENS DR	PUBLIC	048-011-004-000
6	2999 DOUGLAS BL	PRIVATE	459-010-001-000
7	1431 ROCKY RIDGE DR	PRIVATE	048-013-011-000
8	1575 E ROSEVILLE PW	PRIVATE	048-021-028-000
9	1498 ROCKY RIDGE DR	PUBLIC	048-460-008-000

Potential Locations

- Private Property
- Public Property
- Public Park

Other Features

- Fire Station
- Public Park
- City Limit

C:\Arcgis\publicworks\GIS\mxd\Projects\RadioCommTowers\RadioCommTowers.aprx

4/11/2022

23 August 2022

Terri Shirhall
City of Roseville Development Services Department
311 Vernon Street
Roseville, CA 95678
tshirhall@roseville.ca.us

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, EAST SITE RADIO COMMUNICATION TOWER: EMERGENCY AND DAILY OPERATIONAL SERVICES PROJECT, SCH#2022070353, PLACER COUNTY

Pursuant to the State Clearinghouse's 20 July 2022 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the East Site Radio Communication Tower: Emergency and Daily Operational Services Project, located in Placer County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore, our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by

the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at:
https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_201805.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), Construction General Permit Order No. 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at:https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:

https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

NPDES Permit

If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/help/permit/

If you have questions regarding these comments, please contact me at (916) 464-4684 or Peter.Minkel2@waterboards.ca.gov.

Peter Minkel

Peter Minkel
Engineering Geologist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

Shirhall, Terri

From: Lance Hibben <LanceLine@live.com>
Sent: Tuesday, August 23, 2022 11:04 PM
To: Shirhall, Terri
Cc: McColl, Gina
Subject: East Side Communications Tower

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Hello Terri,

At tonight's monthly Maidu Neighborhood Association meeting (August 23rd), the East Side Communications Tower was presented to residents attending the meeting by Gina McColl, Carl Grover, and Hong Sae, According to the city's posted information on its website, public comment on this project was extended thru August 23rd.

The information about the proposed tower received mixed reactions and comments by attendees, some who are planning to contact city representatives about their concerns.

My concerns have to do with the simulated photos of the tower; why aesthetics were not checked in the environmental factors potentially affected (Section 3.1); Section 3.2.1 Aesthetics, indicates "No Impact"; and the accuracy of information presented on page 3-7. If aesthetics are not an issue (according to the report), why were photo simulations developed for public review. It seems contradictory and potentially understated.

A proposed height of 180 feet, the tower would be approximately the same height as a sixteen story building. The simulation photos seem to show the tower significantly shorter. If this is the case, it could have a misleading effect to the public.

I look forward to your response to my concerns.

Thank you,
Lance Hibben

COUNCIL COMMUNICATION

CC #: 2296
File #: 0400-04-12-1

Title:	Sierra Vista Specific Plan KT Phase 2 Public Improvements - Reimbursement Agreement
Contact:	Matthew Todd 916-774-5562 mtodd@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the Reimbursement Agreement with Sierra Vista Communities, LLC and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

On May 19, 2010, City Council approved the Development Agreement (DA) for the Sierra Vista Specific Plan. The DA allows the developers of the Sierra Vista Specific Plan the opportunity to receive reimbursement for City roadway improvements along Baseline Road, Santucci Boulevard, Vista Grande Boulevard, and Westbrook Boulevard, including signalized intersection improvements, which are beyond the developer's obligations. Sierra Vista Communities, LLC will be constructing Baseline Road from Westbrook Boulevard to the western City limits, Santucci Boulevard between Baseline Road and Vista Grande Boulevard, Vista Grande Boulevard from Westbrook Boulevard to the western City limits, and will be constructing various traffic signal improvements located along these segments of roads. The City's cost obligation for these improvements is $9,587,155.83. Funding for the City improvements is supplied through the City/County Traffic Mitigation Fund, the City Traffic Mitigation Fund, and the Sierra Vista Set-aside in the City's Traffic Mitigation Fund. The City/County Traffic Mitigation Fund, the City Traffic Mitigation Fund, and the Sierra Vista Set-aside are funded by developer fees and are intended to specifically fund the capital improvements associated with Baseline Road and the Sierra Vista Specific Plan.

FISCAL IMPACT

The actions requested as part of this item will have no impact to the City's General Fund. This reimbursement agreement, in the amount of $9,587,155.83, is funded through the City/County Traffic Mitigation Fund, the City's Traffic Mitigation Fund, and the Sierra Vista Set-aside in the City's Traffic Mitigation Fund by developer-paid fees collected over time.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

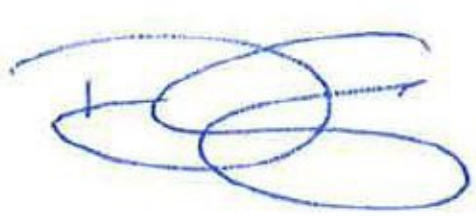
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Matthew Todd, Principal Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-350

Reimbursement Agreement

Vicinity Map

RESOLUTION NO. 22-350

APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement regarding the Sierra Vista KT Phase 2 Public Improvements Project, by and between the City of Roseville and Sierra Vista Communities, 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; and

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

(Project: Sierra Vista KT Phase 2 Public Improvements)

THIS AGREEMENT is made and entered into this___day of_____, 20_, by and between the City of Roseville, a municipal corporation, ("CITY") and Sierra Vista Communities, LLC, a limited liability company ("DEVELOPER"); and

W I T N E S S E T H:

A. DEVELOPER is the owner of a certain parcel of real property under development within the City of Roseville, located at: Baseline Road, Santucci Boulevard, and Vista Grande Boulevard and described as Assessor's Parcels Number 499-010-069 (the "Sierra Vista KT Phase 2 Property").

B. DEVELOPER has agreed to construct and install certain Public Improvements as shown within Exhibit "A" and described within Exhibit "B," attached hereto and made part of this agreement ("Public Improvements").

C. DEVELOPER and CITY will substantially benefit from the construction and installation of the Public Improvements as described in paragraph B above.

D. The total cost of constructing the Public Improvements as estimated using current prevailing wages and in accordance with the Improvement Plans is estimated as approximately nine million, five hundred eighty-seven, one hundred fifty-five dollars and eighty-three cents ($9,587,155.83) ("Improvement Costs"), as more particularly set out in the breakdown of costs ("Breakdown of Costs"), Exhibit "C," attached and incorporated by this reference.

E. Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY, and DEVELOPER as follows:

City TMF	$1,414,665.47
City TMF Sierra Vista Set Aside	$4,640,399.40
City/County TMF	$3,532,090.96
TOTAL	**$9,587,155.83**

F. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by DEVELOPER of the Public Improvements in accordance with the approved Improvement Plans, for subsequent reimbursement of the total Improvement Costs by CITY directly to DEVELOPER

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be constructed and installed in accordance with the approved Improvement Plans. DEVELOPER is also required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and Public Contracts Code relating to public works projects of cities and/or as may be required by CITY standards and procedures.

2. Contractor Registration. No contractor or subcontractor may be listed on a bid proposal for the Public Improvements or work on the Public Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

DEVELOPER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for those portions of the Improvement Costs attributable to CITY as set forth in Recital E, hereof (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties.

The Reimbursable Costs shall include the contract bid amount for the Public Improvements as reflected on the Breakdown of Costs and reasonable change orders, as approved by CITY. DEVELOPER is eligible to receive progress payments from the City/County TMF upon completion and conditional acceptance by the CITY of construction milestones.

City TMF Sierra Vista Set-Aside reimbursement includes reimbursement via fee credits, which shall be applied to the six hundred nine (609) single family building permits within the subdivisions KT-1A, KT-1B, KT-20A, KT-20B, KT-21A-1, KT-21A-2, KT-21B-1, and KT-21B-2 for a total credit amount of one million, five hundred seventy-four thousand, four hundred sixty-five dollars and ninety-seven cents ($1,574,465.97). Any City TMF Sierra Vista Set-Aside reimbursement in excess of these designated fee credits shall be (i) placed in the queue to be reimbursed from the City TMF Sierra Vista Set-Aside on a first completed, first paid basis as monies are collected and made available within the City TMF Sierra Vista Set-Aside, or (ii)

at DEVELOPER's option with respect to any such amount, applied as fee credits against TMF obligations otherwise payable by DEVELOPER with respect to any other project undertaken by DEVELOPER within the Sierra Vista Specific Plan.

4. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs following acceptance by CITY of the Public Improvements and within thirty (30) days after submission by DEVELOPER and approval by CITY of itemized invoices evidencing the costs for which reimbursement is to be provided in accordance with this Agreement.

5. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

6. Changes in the Scope of Work. If during the course of construction field conditions require a change of scope different then contemplated in either Exhibit "A," "B" or "C" as referenced above, and prior to making any changes that will effect the scope of this Agreement, the DEVELOPER shall contact CITY and get approval by CITY for those changes.

7. Prior To Commencement of Work. Prior to commencement of Work, DEVELOPER shall comply with the following: (1) obtain pre-approval from CITY of DEVELOPER's construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY's right of way (and adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Paragraph 9 of this Agreement. In addition, as required by California Labor Code Section 1773.3, DEVELOPER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Public Improvements.

8. Indemnification. To the fullest extent allowed by law, DEVELOPER 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 DEVELOPER'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.

DEVELOPER'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.

9. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain improvements as shown on Exhibit "A," the DEVELOPER shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintain in full force the following policies of insurance:

POLICY	LIMITS OF LIABILITY
Commercial General Liability, Including endorsements for comprehensive form, premises operations, products/completed operations, broad form property damage, independent contractors, contractual, personal injury, explosion/collapse and underground hazard	Bodily Injury: $2,000,000 each occurrence $4,000,000 aggregate Property Damage: $2,000,000 each occurrence Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate

Workers' Compensation	Statutory
Automobile Liability	$1,000,000 combined single limit

a. Form. DEVELOPER 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. DEVELOPER 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, prior to undertaking any work hereunder. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER'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. DEVELOPER 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. Contractors. DEVELOPER agrees to include in its contracts with all contractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, DEVELOPER shall require its contractors to agree to be bound to DEVELOPER and CITY in the same manner and to the same extent as DEVELOPER is bound to CITY under this Agreement. Additionally, DEVELOPER shall obligate its contractors to comply with these same provisions with respect to any subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the contractor or any 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. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or

Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by DEVELOPER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER 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.

10. Obligations Arising From Agreement. Neither the General Fund, nor any other fund or monies of CITY, except for Roseville Traffic Mitigation Fees or similar traffic mitigation funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

11. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

12. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County,

California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

14. 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.

15. 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 DEVELOPER has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY:_____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:_____
MARC STOUT
City Engineer

SIERRA VISTA COMMUNITIES, LLC,
a limited liability company

BY:_____
LARRY GUALCO
Vice President

and

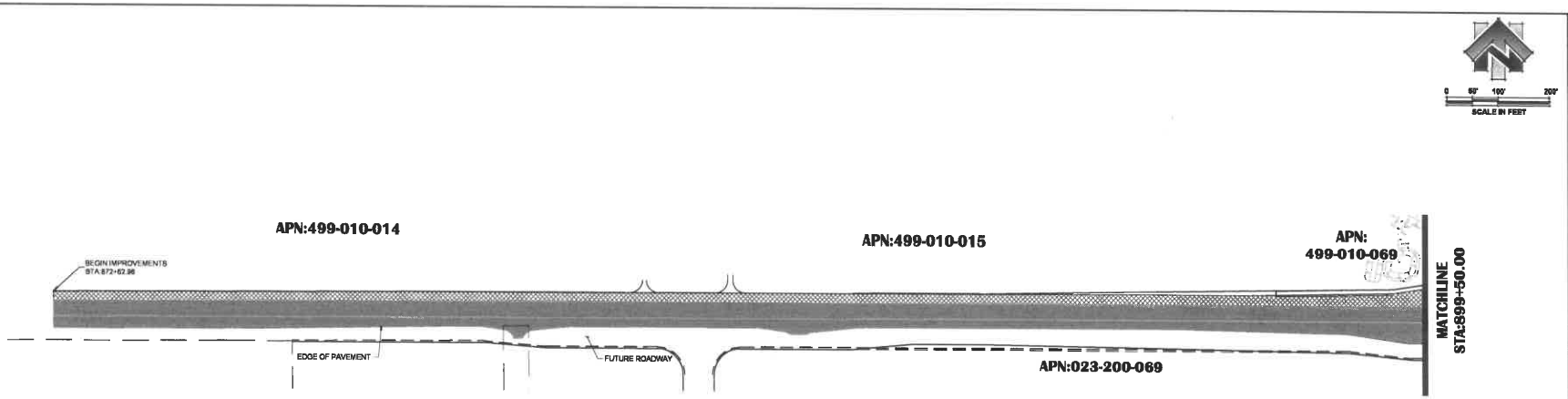
BY:_____
print name:_____
its:_____

EXHIBIT A

DEPICTION OF PUBLIC IMPROVEMENTS

EXHIBIT "A"

BASELINE ROAD



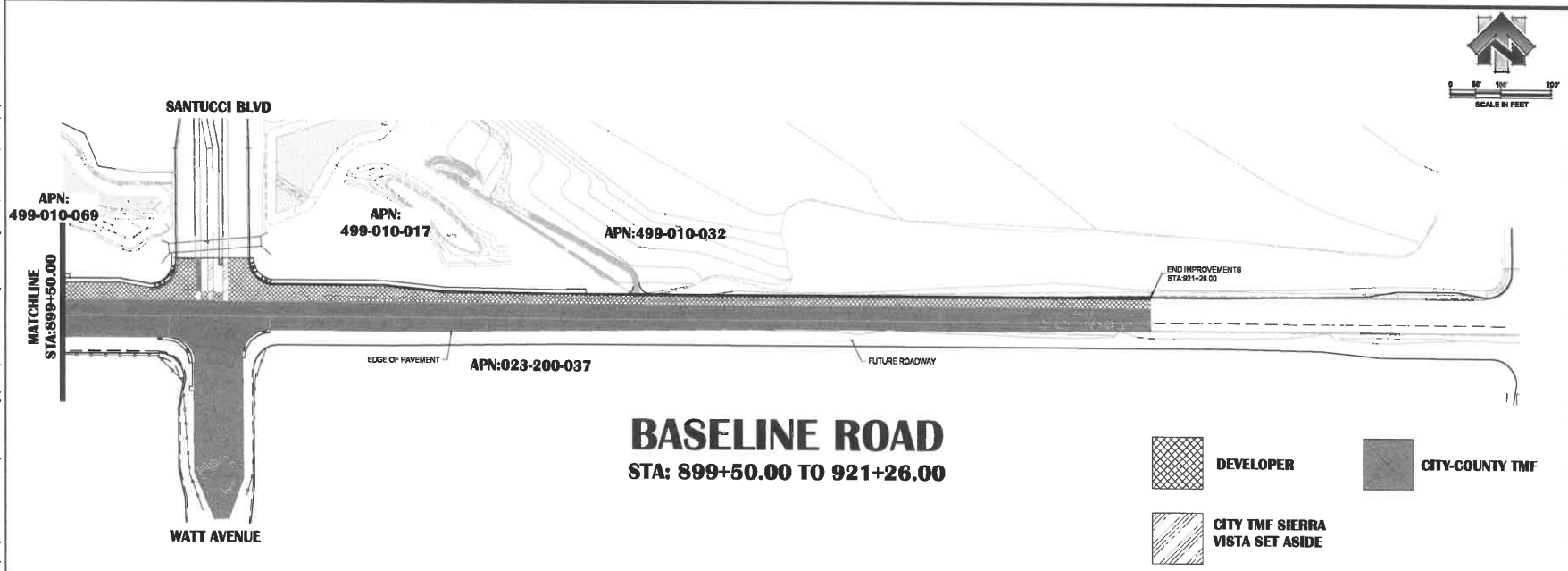
BASELINE ROAD

STA: 872+00.00 TO 899+50.00

DEVELOPER

CITY-COUNTY TMF

CITY TMF SIERRA VISTA SET ASIDE



BASELINE ROAD

STA: 899+50.00 TO 921+26.00

DEVELOPER

CITY-COUNTY TMF

CITY TMF SIERRA VISTA SET ASIDE

NO. | REVISION DESCRIPTION | CHECKED BY | DATE

DRAWING SCALE
HOR. SCALE: AS NOTED
VERT. SCALE: N.T.S.

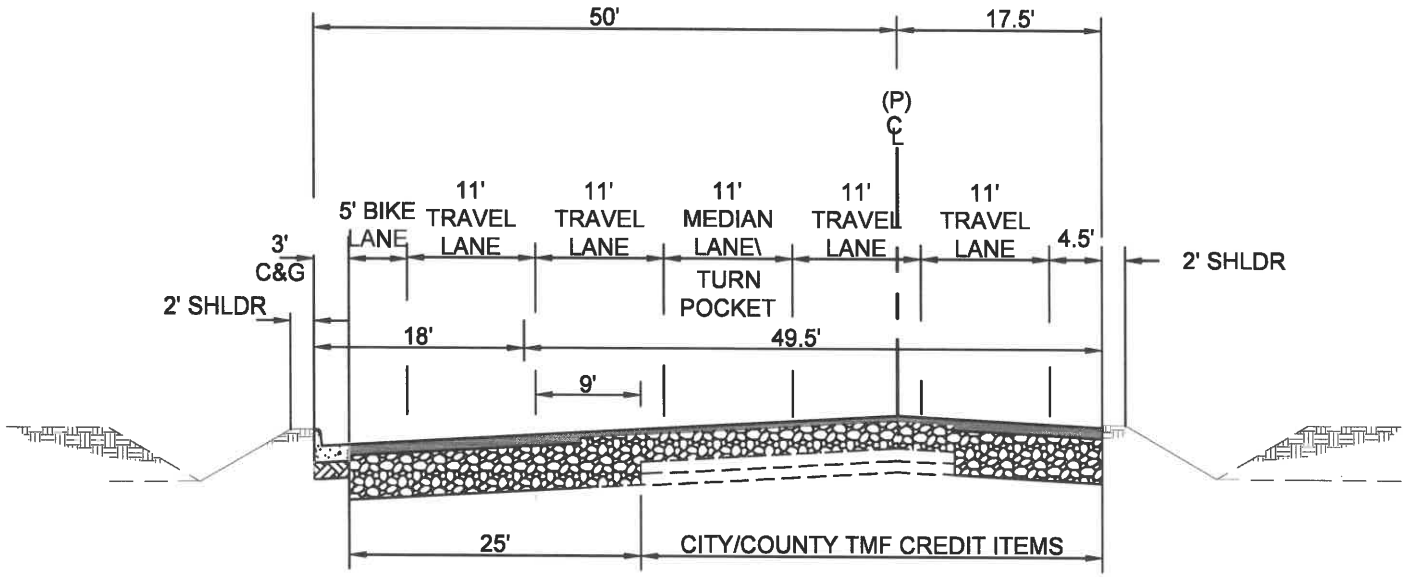
REY ENGINEERS, INC.
Civil Engineers | Land Surveyors | LD/MS
925 Lake Street, Suite 203 Folsom, CA 95630
Phone: 916 985-7000 Fax: 916 985-7007

IMPROVEMENT PLANS FOR:
BASELINE ROAD - PAVEMENT EXHIBIT
UTILITY PLAN
CITY OF ROSEVILLE
CALIFORNIA

DRAWING INFO
DATE: 01/27/2023
DRAFTER: MS
DESIGNER: MS
REVIEWER: MS

PROJECT NO.
7310.024
SHEET NO. 1 OF 1

R:\7310\024 Sierra Vista Phase 1\10 - CAD Drawings\Exhibits\Reimbursements - CIP\Baseline Road.dwg Jan 27, 2023 - 6:07pm, rhumphrey



R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 Sutter Street, Suite 200 Folsom, CA 95630
Phone: (916) 366-3040 Fax: (916) 366-3303

BASELINE ROAD ELIGIBLE IMPROVEMENTS

REIMBURSEMENT AGREEMENT FOR SIERRA VISTA PHASE 2 IMPROVEMENTS

CITY OF ROSEVILLE **CALIFORNIA**

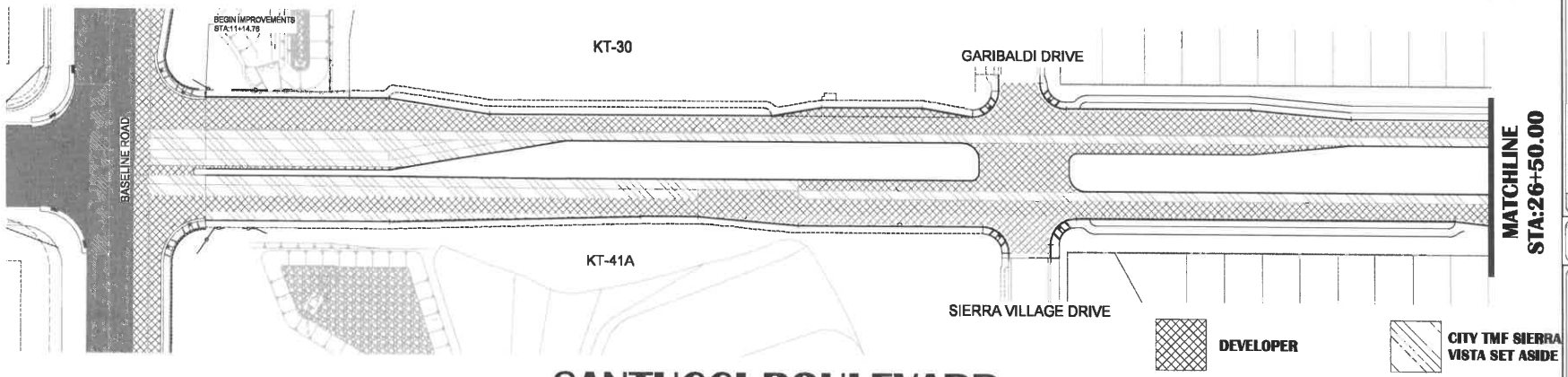
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PROJECT NO.
7310.024
SHEET NO. - OF -

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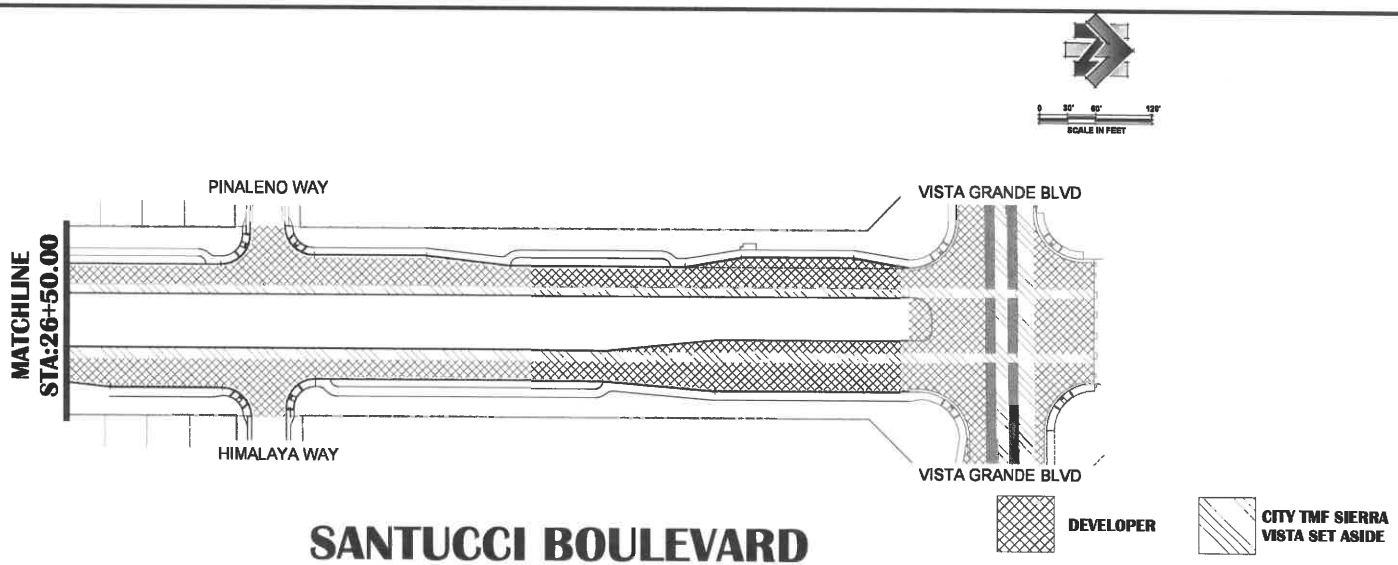
EXHIBIT "A"

SANTUCCI BOULEVARD



SANTUCCI BOULEVARD

STA: 10+00.00 TO 26+50.00



SANTUCCI BOULEVARD

STA: 26+50.00 TO 36+52.25

NO. | REVISION DESCRIPTION | CHECKED BY | DATE

DRAWING SCALE
HOR. SCALE: AS NOTED
VERT. SCALE: N.T.S.

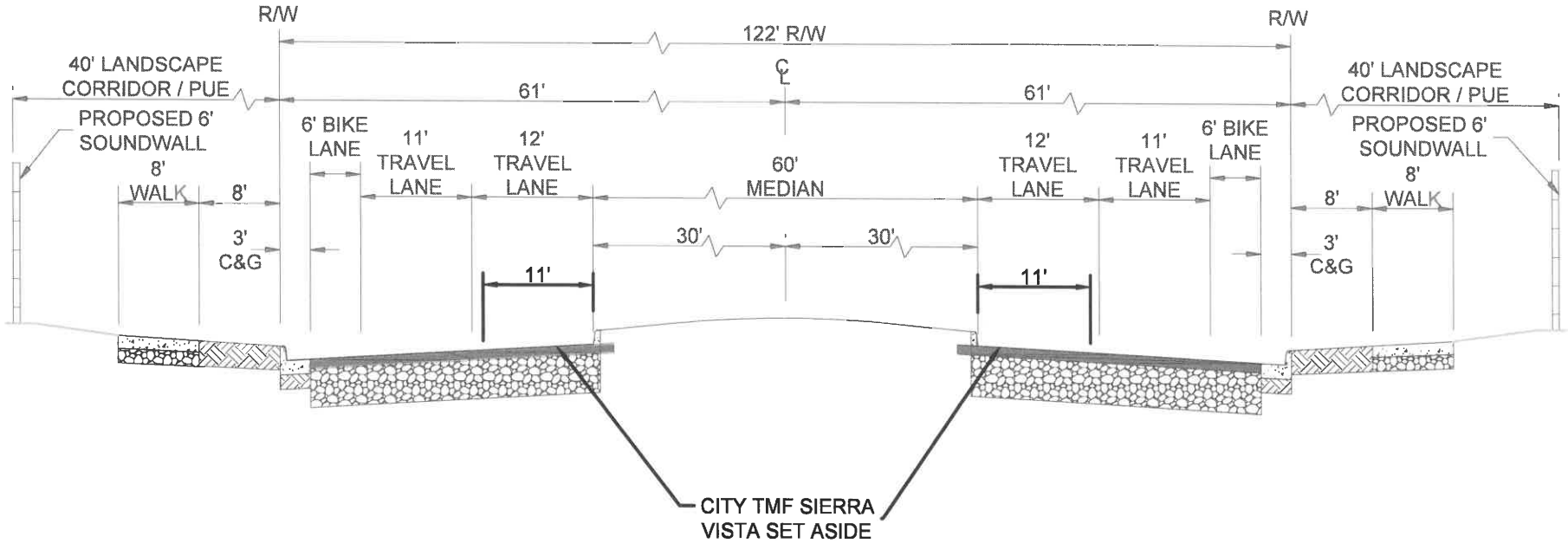
REY ENGINEERS, INC
Civil Engineers | Land Surveyors | LD/AE
925 Sutter Street, Suite 203 Hdsrn, CA 95630
Phone (916) 366-3300 Fax (916) 366-3333

IMPROVEMENT PLANS FOR:
SANTUCCI BOULEVARD - PAVEMENT EXHIBIT
UTILITY PLAN
CITY OF ROSEVILLE
CALIFORNIA

DRAWING INFO
DATE: 02/18/2022
DRAFTER: KM
DESIGNER: KM
REVIEWER: KM

PROJECT NO.
7310.024
SHEET NO. 1 OF 1

R:\7310\024 Sierra Vista Phase 4\10 - CAD Drawings\Exhibits\Improvements - CP\Santucci (Bridge) Feb 18, 2022 - 3:28pm, mhumphrey



R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LiDAR
905 Sutter Street, Suite 200 Folsom, CA 95630
Phone: (916) 366-3040 Fax (916) 366-3303

SANTUCCI BOULEVARD ROAD IMPROVEMENTS

REIMBURSEMENT AGREEMENT FOR SIERRA VISTA PHASE 2 IMPROVEMENTS

CITY OF ROSEVILLE CALIFORNIA

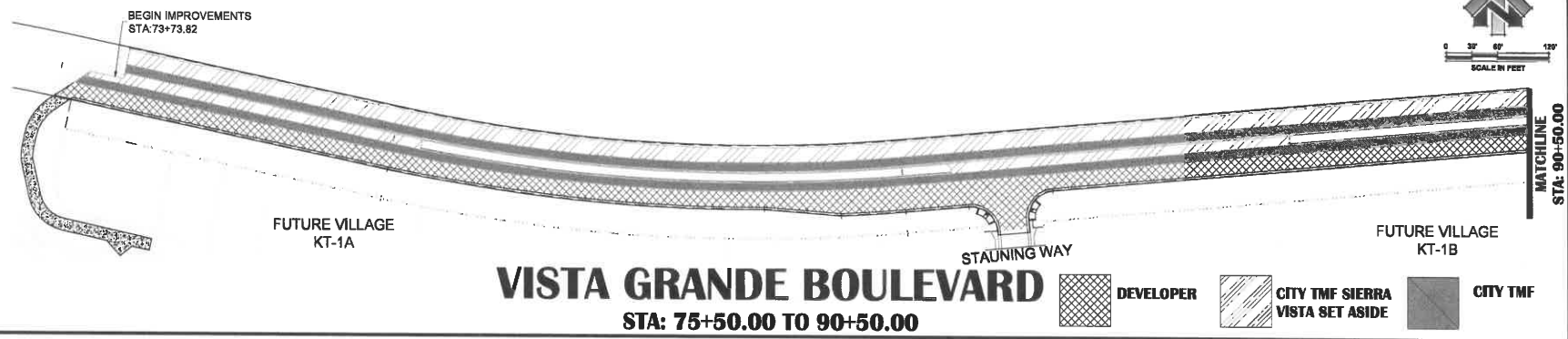
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PROJECT NO.
7310.024
SHEET NO. - OF -

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EXHIBIT A

VISTA GRANDE BOULEVARD



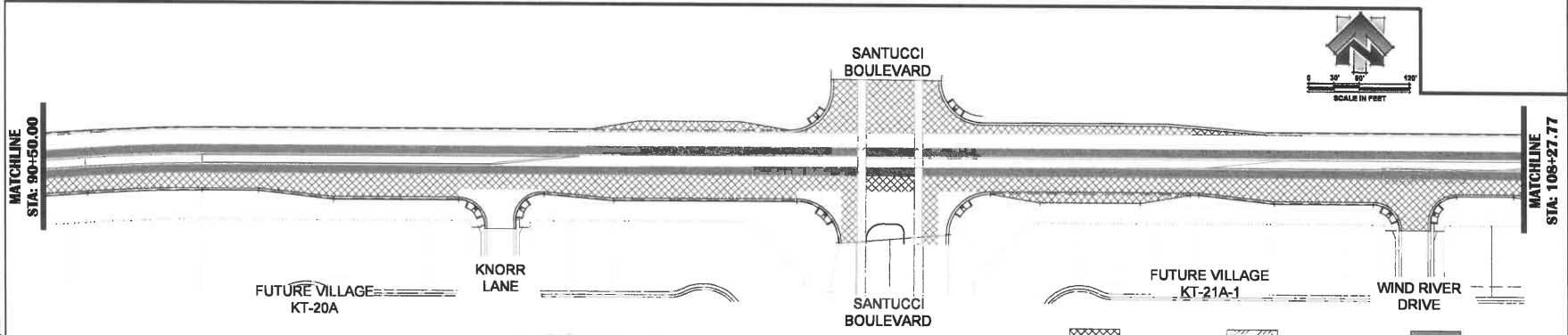
VISTA GRANDE BOULEVARD

STA: 75+50.00 TO 90+50.00

DEVELOPER

CITY TMF SIERRA VISTA SET ASIDE

CITY TMF



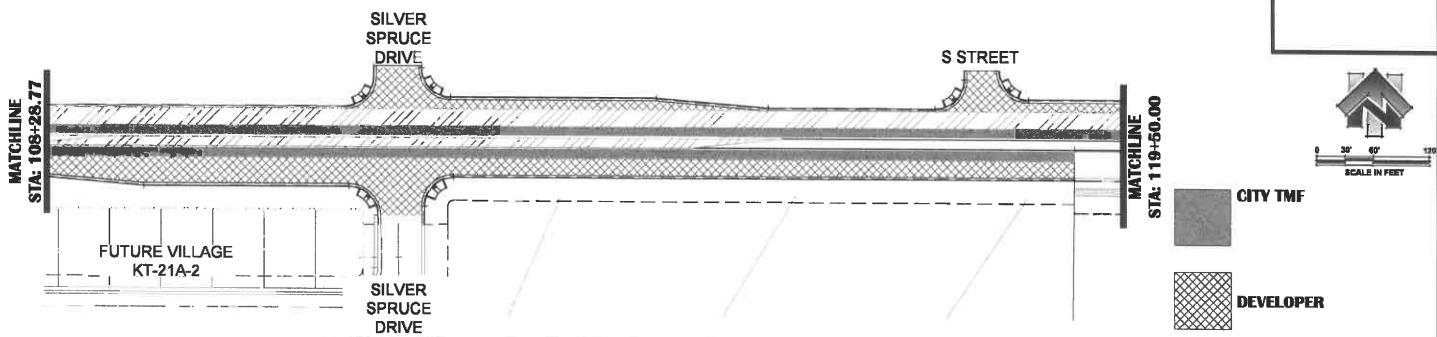
VISTA GRANDE BOULEVARD

STA: 90+50.00 TO 108+27.77

DEVELOPER

CITY TMF SIERRA VISTA SET ASIDE

CITY TMF



VISTA GRANDE BOULEVARD

STA: 108+27.77 TO 119+50.00

CITY TMF

DEVELOPER

CITY TMF SIERRA VISTA SET ASIDE

NO. | REVISION DESCRIPTION | DATE | CHECKED BY

DRAWING SCALE
HOR. SCALE: AS NOTED
VERT. SCALE: N.T.S.

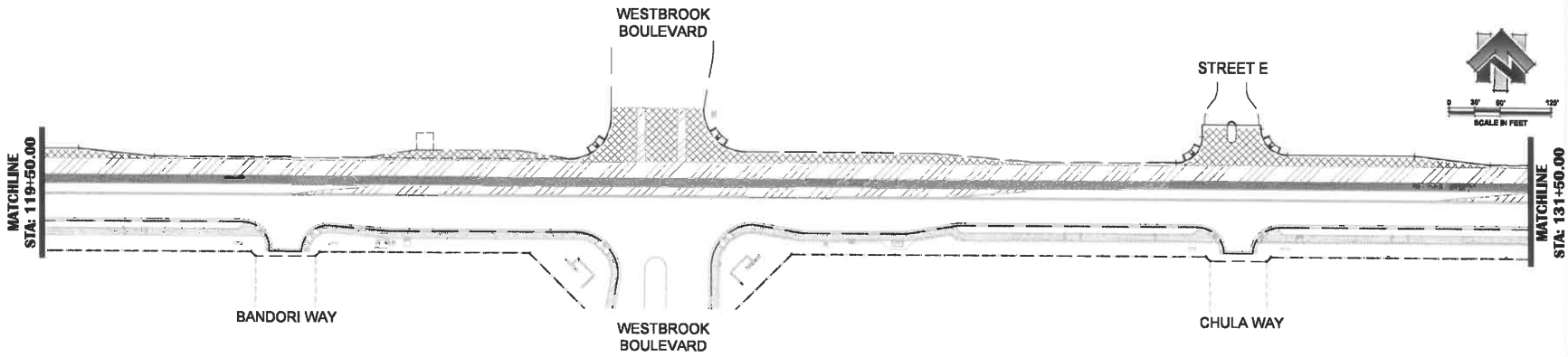
REY ENGINEERS, INC.
Civil Engineers | Land Surveyors | LD/AE
105 Sutter Street, Suite 203 Folsom, CA 95630
Phone (916) 850-0400 Fax (916) 850-0401

IMPROVEMENT PLANS FOR:
VISTA GRANDE BOULEVARD - PAVEMENT EXHIBIT
UTILITY PLAN
CITY OF ROSEVILLE
CALIFORNIA

DRAWING INFO
DATE: 01/27/2022
DRAFTER: [illegible]
DESIGNER: [illegible]
REVIEWER: [illegible]

PROJECT NO.
7310.024
SHEET NO. 1 OF 2

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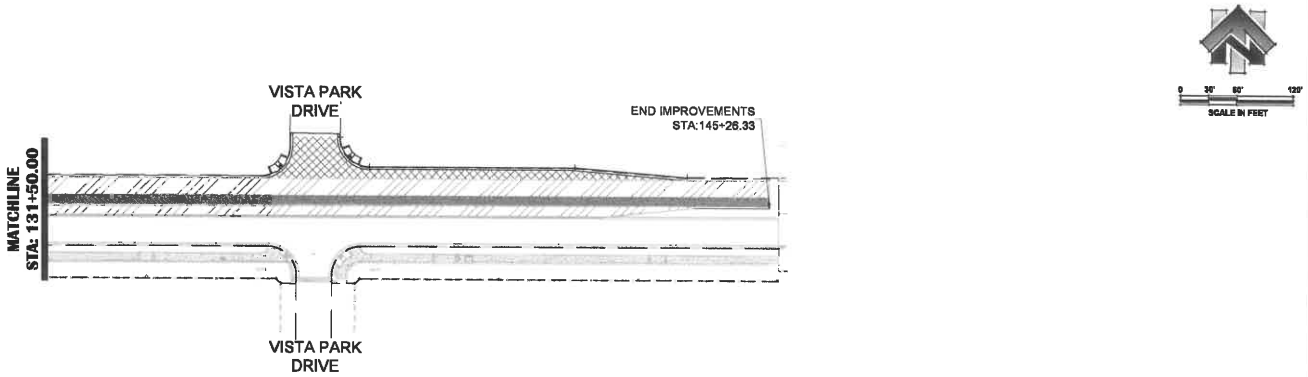
VISTA GRANDE BOULEVARD

STA: 119+50.00 TO 131+50.00

DEVELOPER

CITY TMF

CITY TMF SIERRA VISTA SET ASIDE



VISTA GRANDE BOULEVARD

STA: 131+50.00 TO 145+26.33

DEVELOPER

CITY TMF

CITY TMF SIERRA VISTA SET ASIDE

NO. | REVISION DESCRIPTION | CHECKED BY | DATE

DRAWING SCALE
HOR. SCALE: AS NOTED
VERT. SCALE: N.T.S.

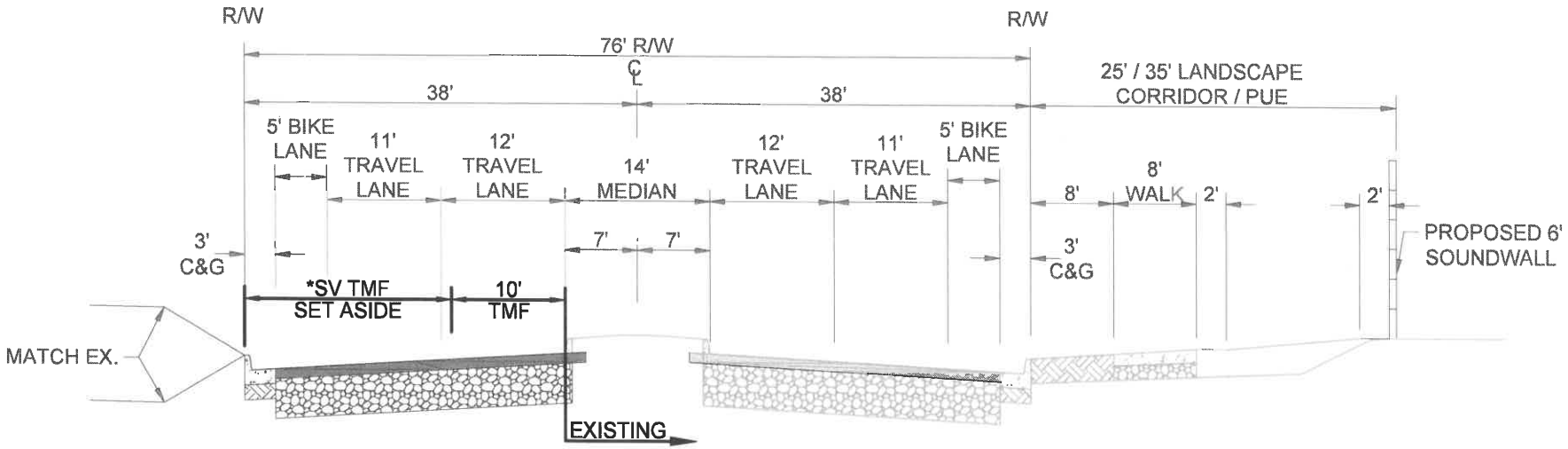
REY ENGINEERS, INC
Civil Engineers | Land Surveyors | LDAR
925 Sutter Street, Suite 207 Folsom, CA 95630
Phone: (916) 355-3300 Fax: (916) 355-3333

IMPROVEMENT PLANS FOR:
VISTA GRANDE BOULEVARD - PAVEMENT EXHIBIT
UTILITY PLAN
CITY OF ROSEVILLE
CALIFORNIA

DRAWING INFO
DATE: 04/27/2022
DRAFTER:
DESIGNER:
REVIEWER:

PROJECT NO.
7310.024
SHEET NO. 2 OF 2

R:\7310\024 Sierra Vista Phase II\10 - CAD Drawings\Cadds\Improvements - CIP\Vista Grande Blvd.dwg Jan 27, 2022 - 3:05pm, gpeck



*APPLIED IF FRONT PROPERTY OWNED BY DIFFERENT DEVELOPER REIMBURSEMENT
CALCULATED AS (18' PAVEMENT + CURB & GUTTER) - (7' MEDIAN + MEDIAN CURB & GUTTER)

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LiDAR
905 Sutter Street, Suite 200 Folsom, CA 95630
Phone: (916) 366-3040 Fax (916) 366-3303

VISTA GRANDE BOULEVARD ROAD IMPROVEMENTS

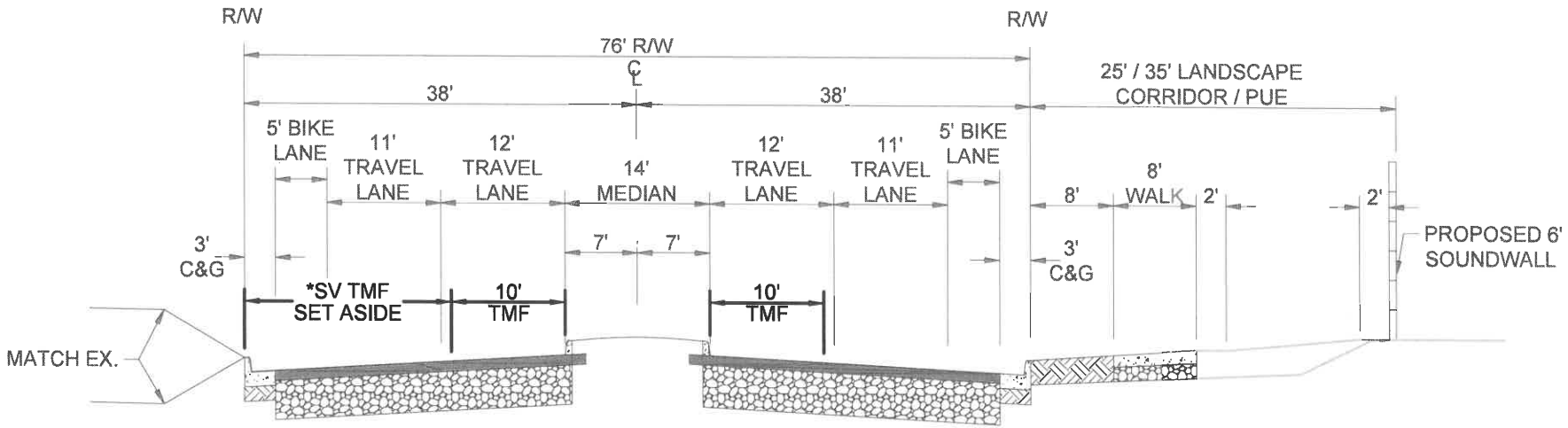
REIMBURSEMENT AGREEMENT FOR SIERRA VISTA PHASE 2 IMPROVEMENTS

CITY OF ROSEVILLE CALIFORNIA

DRAWING INFO
DATE: 01/27/2022
SCALE: NOT TO SCALE

PROJECT NO.
7310.024
SHEET NO. - OF -

R:\7310.024 Sierra Vista Phase 1\10 - CAD Drawings\Exhibits\Reimbursements - CP\Exhibit B_4.dwg Jan 27, 2022 - 2:52pm, glenda



*APPLIED IF FRONT PROPERTY OWNED BY DIFFERENT DEVELOPER REIMBURSEMENT
CALCULATED AS (18' PAVEMENT + CURB & GUTTER) - (7' MEDIAN + MEDIAN CURB & GUTTER)

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LiDAR
905 Sutter Street, Suite 200 Folsom, CA 95630
Phone: (916) 366-3040 Fax (916) 366-3303

VISTA GRANDE BOULEVARD ROAD IMPROVEMENTS

REIMBURSEMENT AGREEMENT FOR SIERRA VISTA PHASE 2 IMPROVEMENTS

CITY OF ROSEVILLE CALIFORNIA

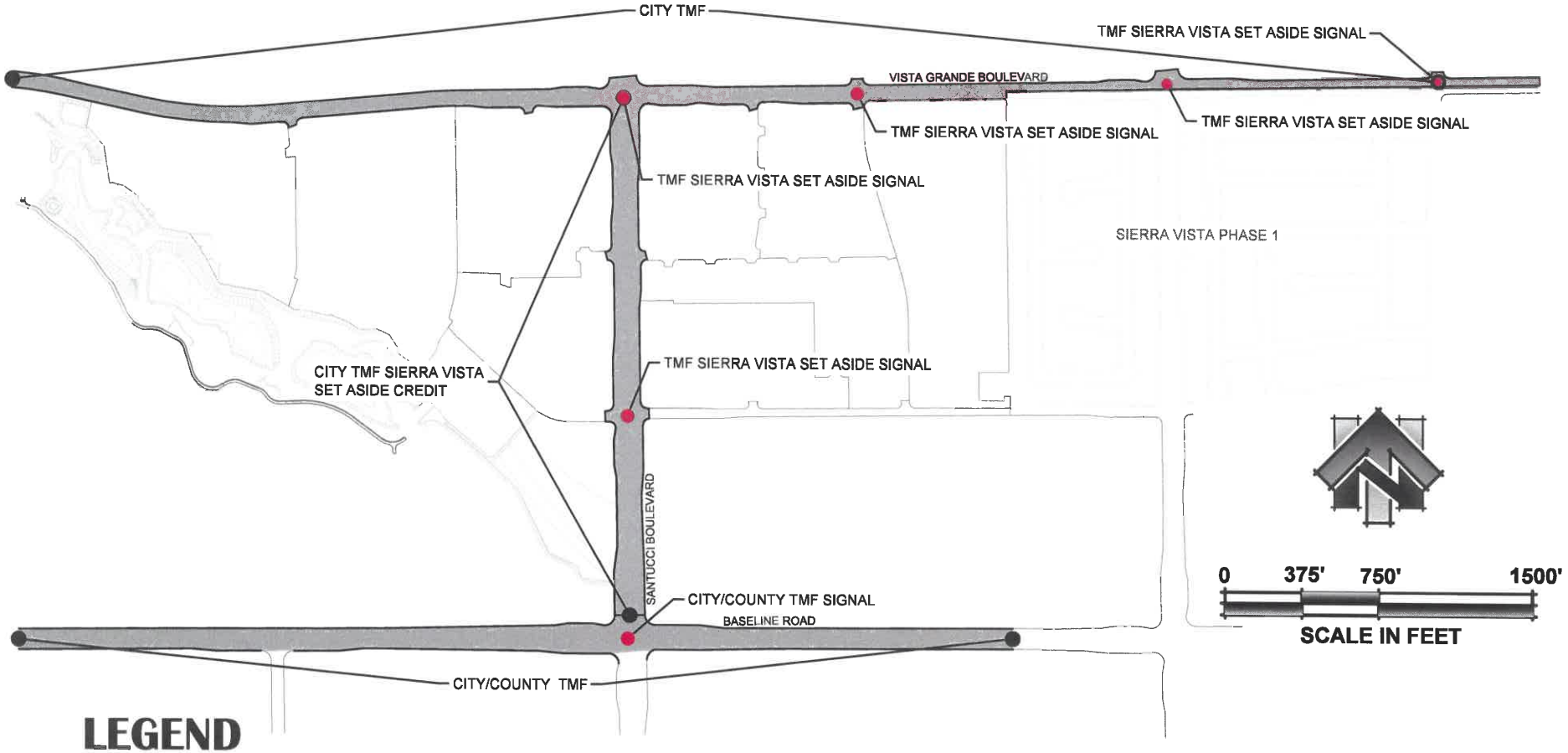
DRAWING INFO
DATE: 01/27/2022
SCALE: NOT TO SCALE

PROJECT NO.
7310.024
SHEET NO. - OF -

R:\7310\024 Sierra Vista Phase II\10 - CAD Drawings\Exhibits\Reimbursements - CIP\Exhibit B_2.dwg Jan 27, 2022 - 2:54pm, glinde

EXHIBIT B

DESCRIPTION OF PUBLIC IMPROVEMENTS



LEGEND

TRAFFIC SIGNAL

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LiDAR
905 Sutter Street, Suite 200 Folsom, CA 95630
Phone: (916) 366-3040 Fax: (916) 366-3303

EXHIBIT A - ROAD IMPROVEMENTS
REIMBURSEMENT AGREEMENT FOR SIERRA VISTA PHASE 2 IMPROVEMENTS

CITY OF ROSEVILLE **CALIFORNIA**

DRAWING INFO
DATE: 01/27/2022
SCALE: 1" = 750'

PROJECT NO.
7310.024
SHEET NO. - OF -

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Sierra Vista CIP Public Improvements for the

Sierra Vista Phase II Improvements

The Public Improvements as shown in Exhibit "A" Sierra Vista Phase II CIP Pavement Exhibits, are a portion of work included in the following R.E.Y. Engineers Approved Improvement Plans.

- Improvement Plans for Santucci Boulevard approved August 21, 2020
- Improvement Plans for Vista Grande Boulevard and Sierra Village Drive approved March, 22, 2021
- Improvement Plans for Sierra Vista Phase II Backbone Infrastructure approved July 17, 2020
- Improvement Plans for Baseline Road October 25, 2021

The Public Improvements being constructed for the Sierra Vista Phase II improvements include traffic signal improvements and pavement for the inside lanes of Vista Grande Boulevard, Santucci Boulevard and Baseline Road, which are further described below.

Signals

1. Partial signal improvements such as conduit, loops, cables, poles and appurtenances will be installed at the intersection of Vista Grande Boulevard and Santucci Boulevard as specified in the Developer Agreement
2. Partial signal improvements such as conduit, loops, cables, poles and appurtenances will be installed at the intersection of Vista Grande Boulevard and Silver Spruce Drive as specified in the Developer Agreement
3. Partial signal improvements such as conduit, loops, cables, poles and appurtenances will be installed at the intersection of Vista Grande Boulevard and Westbrook Boulevard as specified in the Developer Agreement
4. Partial signal improvements such as conduit, loops, cables, poles and appurtenances will be installed at the intersection of Vista Grande Boulevard and Vista Park Drive as specified in the Developer Agreement
5. Partial signal improvements such as conduit, loops, cables, poles and appurtenances will be installed at the intersection of Santucci Boulevard and Sierra Village Drive as specified in the Developer Agreement.
6. Full signal improvements such as conduit, loops, cables, poles, service point, traffic signals and appurtenances will be installed at the intersection of Santucci Boulevard and Baseline Road as specified in the Developer Agreement.

Vista Grande Boulevard Pavement

1. The full pavement section of 6" AC, 11" AB w/ 12" chemical treatment will be placed on the 10' wide east and west bound inside lanes of Vista Grande Boulevard from station 73+73.53 to 119+30.93.
2. The full pavement section of 6" AC, 11" AB w/12" chemical treatment will be placed on the 10' wide west bound inside lanes of Vista Grande Boulevard from station 119+30.93 to 145+35.89.

Santucci Boulevard Pavement

1. The full pavement section of 7" AC, 13" AB w/ 12" chemical treatment will be placed on the 10' wide north and south bound inside lanes of Santucci Boulevard from station 11+14.76 to 37+50.00. The top 2" of AC will be rubberized A.C.
2. The full pavement section of 7" AC, 21" AB will be placed on the 10' wide north and south bound inside lanes of Santucci Boulevard from station 10+61.76 to 11+14.76. The top 2" of AC will be rubberized A.C.

Baseline Road Pavement

1. The full pavement section of 7" AC, 21" AB or 4.5" AC over FDR Section will be placed on the 2' of west bound lane and 11' two way left turn lane and 26.5' of east bound lanes of Baseline Road from station 872+62.98 to 921+26.31.

EXHIBIT C

Exhibit "C"

Breakdown of Costs for:

City TMF Payment	$ 1,414,665.47
TMF Set Aside Payment	$ 4,640,399.40
City/County Fee Payment	$ 3,532,090.96
Total	$ 9,587,155.83

Sierra Vista Specific Plan
Vista Grande Boulevard Segments 5-8
City TMF Sierra Vista Set Aside

No.	Description	Quantity	Units	Unit Price	Amount
	Streetwork - City TMF Sierra Vista Set Aside				
1	Roadway Finish Grading	169,430	SF	$ 0.40	$ 67,772.05
2	6" AC/11" AB	169,430	SF	$ 7.45	$ 1,262,254.47
3	12" Chemical Treatment	169,430	SF	$ 1.00	$ 169,430.13
4	Traffic Signal (Silver Spruce Drive & Vista Grande Blvd)	1.00	LS	$ 215,000.00	$ 215,000.00
5	Traffic Signal (Vista Park Drive & Vista Grande Blvd)	1.00	LS	$ 110,000.00	$ 110,000.00
6	Traffic Signal Interconnect[1]	3,496	LF	$ 45.00	$ 157,320.00
7	Striping[2]	1,813	LF	$ 20.00	$ 36,250.00

Estimated Total = $ 2,018,026.65

Estimate Subtotal	$ 2,018,026.65
Contingency (10%)	$ 201,802.67
Subtotal =	$ 2,219,829.32
Engineering Design (5%)	$ 110,991.47
Construction Staking (3%)	$ 66,594.88
Soils/Geotech/SWPPP (3%)	$ 66,594.88
City Plan Check and Inspection (5%)	$ 110,991.47
Construction Management (4%)	$ 88,793.17
Estimated Project Total =	$ 2,663,795.18

1. Includes interconnect to Vista Grande Drive & Santucci Blvd
2. Per footnote 1 of Vista Grande Blvd preliminary estimates prepared by MacKay and Somps dated August 6, 2010, cost split between CIP & Owner. See below for Calculations.

	Item	Quantity	Units	Bid Unit Price	Total Price	City/County	Owner
1	Striping	3,625	LF	$ 20.00	$ 72,500.00	$ 36,250.00	$ 36,250.00

Sierra Vista Specific Plan
Vista Grande Boulevard Segments 5-8
City TMF

No.	Description	Quantity	Units	Unit Price	Amount
Streetwork - City TMF					
1	Roadway Finish Grading	117,002	SF	$ 0.40	$ 46,800.72
2	6" AC/11" AB	117,002	SF	$ 7.45	$ 871,663.71
3	12" Chemical Treatment	117,002	SF	$ 1.00	$ 117,001.84
4	Striping[1]	1,813	LF	$ 20.00	$ 36,250.00
				Subtotal =	$ 1,071,716.27

Estimated Total = $ 1,071,716.27

Estimate Subtotal	$ 1,071,716.27
Contingency (10%)	$ 107,171.63
Subtotal =	$ 1,178,887.89
Engineering Design (5%)	$ 58,944.39
Construction Staking (3%)	$ 35,366.64
Soils/Geotech/SWPPP (3%)	$ 35,366.64
City Plan Check and Inspection (5%)	$ 58,944.39
Construction Management (4%)	$ 47,155.52
Estimated Project Total =	$ 1,414,665.47

1. Per footnote 1 of Vista Grande Blvd preliminary estimates prepared by MacKay and Somps dated August 6, 2010, cost split between CIP & Owner. See below for Calculations.

	Item	Quantity	Units	Bid Unit Price	Total Price	City/County	Owner
1	Striping	3625	LF	$ 20.00	$ 72,500.00	$ 36,250.00	$ 36,250.00

Sierra Vista Specific Plan
Westbrook Boulevard Segment 2
City TMF Sierra Vista Set Aside

No.	Description	Quantity	Units	Unit Price	Amount
	Streetwork - City TMF Sierra Vista Set Aside				
1	Roadway Finish Grading	1,282	SF	$ 0.40	$ 512.65
2	7" AC/13" AB	1,282	SF	$ 8.15	$ 10,445.20
3	12" Chemical Treatment	1,282	SF	$ 1.00	$ 1,281.62
4	Traffic Signal (Westbrook & Vista Grande Blvd)	1.00	LS	$ 125,000.00	$ 125,000.00
5	Traffic Signal Interconnect[1]	52	LF	$ 45.00	$ 2,340.00
6	Striping[2]	75	LF	$ 20.00	$ 1,500.00
				Subtotal =	$ 141,079.47

Estimated Total = $ 141,079.47

Estimate Subtotal	$ 141,079.47
Contingency (10%)	$ 14,107.95
Subtotal =	$ 155,187.42
Engineering Design (5%)	$ 7,759.37
Construction Staking (3%)	$ 4,655.62
Soils/Geotech/SWPPP (3%)	$ 4,655.62
City Plan Check and Inspection (5%)	$ 7,759.37
Construction Management (4%)	$ 6,207.50
Estimated Project Total =	$ 186,224.90

1. Includes interconnect to Vista Grande Drive & Santucci Blvd
2. Per footnote 1 of Vista Grande Blvd preliminary estimates prepared by MacKay and Somps dated August 6, 2010, cost split between CIP & Owner. See below for Calculations.

	Item	Quantity	Units	Bid Unit Price	Total Price	City/County	Owner
1	Striping	150	LF	$ 20.00	$ 3,000.00	$ 1,500.00	$ 1,500.00

Sierra Vista Specific Plan
Santucci Boulevard Segment 1 & 2
City TMF Sierra Vista Set Aside

No.	Description	Quantity	Units	Unit Price	Amount
	Streetwork - City TMF Sierra Vista Set Aside				
1	Roadway Finish Grading[2] (Vista Grande Plan Set)	3,954	SF	$ 0.40	$ 1,581.59
2	Roadway Finish Grading[2] (Santucci Plan Set)	70,354	SF	$ 0.40	$ 28,141.68
3	Roadway Finish Grading[2] (Baseline Rd Plan Set)	4,615	SF	$ 0.85	$ 3,922.87
3	7" AC/13" AB[2] (Vista Grande Plan Set	3,954	SF	$ 8.15	$ 32,224.94
4	7" AC/13" AB[2] (Santucci Plan Set)	70,354	SF	$ 6.80	$ 478,408.49
5	7" AC/21" AB[2] (Baseline Rd Plan Set)	4,615	SF	$ 8.80	$ 40,613.23
6	12" Chemical Treatment	74,308	SF	$ 1.00	$ 74,308.17
7	Traffic Signal (Santucci Blvd and Sierra Village Dr)	1.00	LS	$ 325,000.00	$ 325,000.00
8	Traffic Signal (Santucci Drive & Vista Grande Blvd)[2]	1.00	LS	$ 275,000.00	$ 275,000.00
9	Traffic Signal Interconnect[1]	2,636	LF	$ 30.00	$ 79,080.00
10	Striping[2] (Vista Grande Plan Set)	100	LF	$ 20.00	$ 2,000.00
11	Striping[2] (Santucci Plan Set)	659	LF	$ 13.00	$ 8,567.00
12	Signage[2]	1	LS	$ 15,000.00	$ 7,500.00
				Subtotal =	$ 1,356,347.97

Estimated Total = $ 1,356,347.97

Estimate Subtotal	$ 1,356,347.97
Contingency (10%)	$ 135,634.80
Subtotal =	$ 1,491,982.76
Engineering Design (5%)	$ 74,599.14
Construction Staking (3%)	$ 44,759.48
Soils/Geotech/SWPPP (3%)	$ 44,759.48
City Plan Check and Inspection (5%)	$ 74,599.14
Construction Management (4%)	$ 59,679.31
Estimated Project Total =	$ 1,790,379.32

1. Includes interconnect to Vista Grande Drive & Santucci Blvd
2. Per footnote 1 of Santucci Blvd preliminary estimates prepared by MacKay and Somps dated August 6, 2010, cost split between CIP & Owner. See below for Calculations.

	Item	Quantity	Units	Bid Unit Price	Total Price	City	Owner
1	Striping (Vista Grande Plan Set)	200	LF	$ 20.00	$ 4,000.00	$ 2,000.00	$ 2,000.00
2	Striping (Santucci Plan Set)	1318	LF	$ 13.00	$ 17,134.00	$ 8,567.00	$ 8,567.00
3	Signage	1	LS	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00

Sierra Vista Specific Plan
Baseline Rd and Watt Ave
City/County Pavement

No.	Description	Quantity	Units	Unit Price	Amount
	Streetwork - City/County Pavement				
1	Roadway Finish Grading	257,840	SF	$ 0.40	$ 103,135.88
2	7" AC/21" AB[2]	93,372	SF	$ 8.80	$ 821,672.90
3	7"AC/24"A.B.(Watt Avenue)[2]	19,587	SF	$ 9.42	$ 184,509.54
4	FDR-C w/3" AC Cap[2]	144,881	SF	$ 3.70	$ 536,058.92
5	Baseline Signage & Striping	5,391	LF	$ 7.24	$ 39,030.84
6	Watt Signage & Striping	335	LF	$ 20.64	$ 6,914.40
7	Traffic Signal (Santucci Blvd and Baseline Rd)[2]	1	LS	$ 540,174.00	$ 540,174.00
8	Traffic Signal Interconnect[1]	5,361	LF	$ 30.00	$ 160,830.00
9	Raise Water Valves to Grade	4	EA	$ 3,250.00	$ 13,000.00
10	Raise Storm Drain Manholes to Grade	4	EA	$ 3,750.00	$ 15,000.00
11	Traffic Control (Prepare, Implement and Maintain)[1]	1	LS	$ 511,000.00	$ 255,500.00
				Subtotal =	$ 2,675,826.48

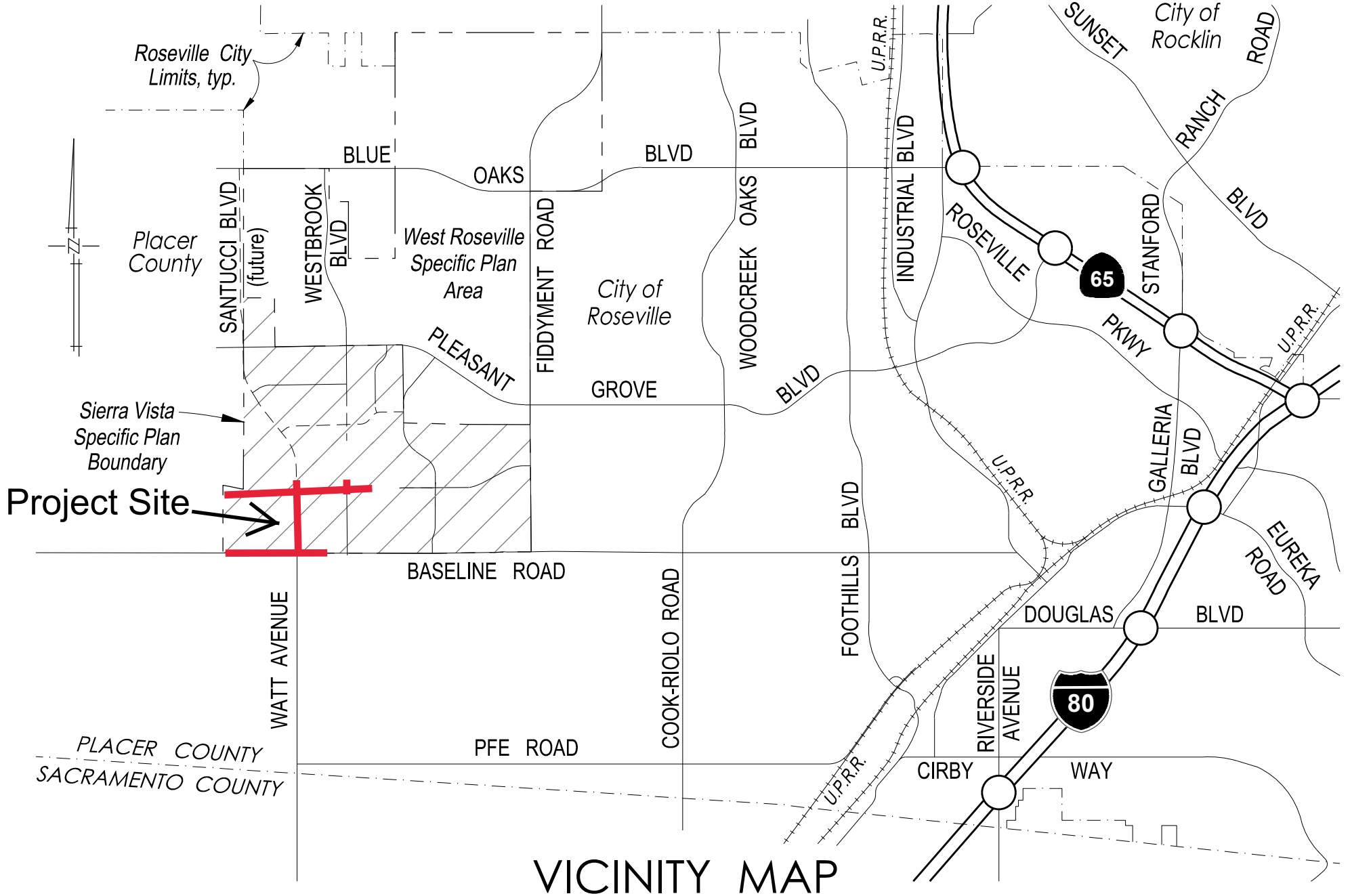
Estimated Total = $ 2,675,826.48

Estimate Subtotal	$ 2,675,826.48
Contingency (10%)	$ 267,582.65
Subtotal =	$ 2,943,409.13
Engineering Design (5%)	$ 147,170.46
Construction Staking (3%)	$ 88,302.27
Soils/Geotech/SWPPP (3%)	$ 88,302.27
City Plan Check and Inspection (5%)	$ 147,170.46
Construction Management (4%)	$ 117,736.37
Estimated Project Total =	$ 3,532,090.96

2. Per footnote 1 of Baseline Rd preliminary estimates prepared by MacKay and Somps dated August 6, 2010, cost split between CIP & Owner. See below for Calculations.

	Item	Quantity	Units	Bid Unit Price	Total Price	City	Owner
1	Traffic Control (Prepare, Implement and Maintain)	1	LS	$ 511,000.00	$ 511,000.00	$ 255,500.00	$ 255,500.00

City of Roseville
Sierra Vista
KT Phase 2 Public Improvements - Reimbursement Agreement



VICINITY MAP

N.T.S.

COUNCIL COMMUNICATION

CC #: 2292
File #: 0400-04-12-1

Title:	Sierra Vista Community Facilities District - Phase 7A - Notice of Completion
Contact:	Jeremy Knuthson 916-223-3859 jknuthson@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Community Facilities District (CFD) Phase 7A, CWJ # 190396, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

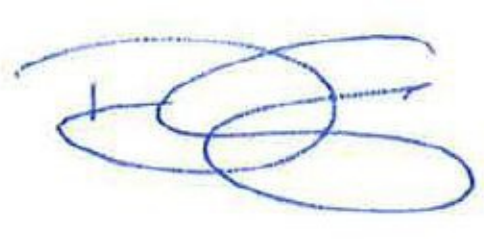
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeremy Knuthson, Construction Inspector

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-346

Notice of Completion

Exhibit A - Vicinity Map

Final Map

RESOLUTION NO. 22-346

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Sierra Vista CFD – Phase 7A PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista CFD – Phase 7A is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of Sierra Vista Federico recorded in Book EE of Maps, Page 6, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Sierra Vista CFD – Phase 7A.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of_____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

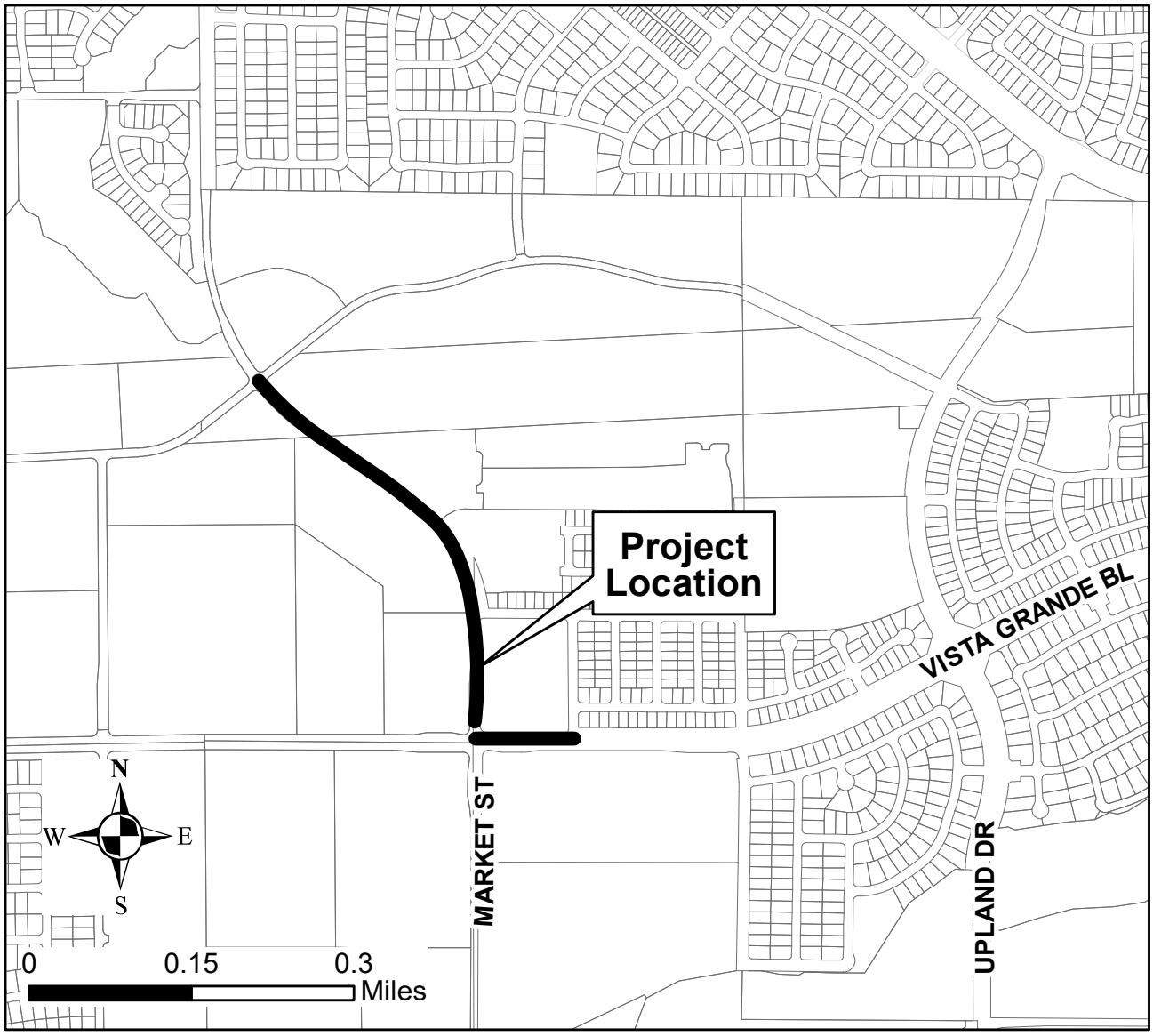
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Sierra Vista CFD
Phase 7A



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC UTILITY EASEMENT (P.U.E.) FOR INSTALLATION AND MAINTENANCE OF WATER, SEWER, GAS PIPES, ELECTROLIERS , TRAFFIC CONTROL APPURTENANCES, AND FOR POLES AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC POWER THAT IS LIMITED BY THIS EASEMENT TO A MAXIMUM OF 13,000 VOLTS, AND TELEVISION AND TELEPHONE SERVICES TOGETHER WITH ALL APPURTENANCES PERTAINING THERETO, ON, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE SIDELINES OF THE RIGHTS OF WAY AND THE LINES DELINEATED P.U.E., LOCATED ON LOT 34.

(C) PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "M.A.E." (MAINTENANCE ACCESS EASEMENT).

(D) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

(E) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SANTUCCI BOULEVARD, VISTA GRANDE BOULEVARD, WESTBROOK BOULEVARD, BRANSTON DRIVE, FEDERICO DRIVE, SIERRA GLEN DRIVE, SUMMERFAIRE DRIVE, SILVER SPRUCE DRIVE, VISTA PARK DRIVE, MARKET STREET AND THE AREAS SHOWN HEREON AS I.O.D. / R.O.W.

(B) LOT 28 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A FIRE STATION.

(C) LOTS 8, 11, 13, 20, 23, 29, 30, 31, 32, 39 AND 40 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

(D) LOTS 3, 9, 24 AND 33 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK PURPOSES.

(E) LOT 34 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.

(F) LOT 19 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A WATER TREATMENT/ WELL SITE.

(G) LOT 15 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A RECYCLING CENTER.

FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP
BY: THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
TRUSTEE OF THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST, AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
GENERAL PARTNER

SEE SHEET 2 FOR ADDITIONAL OWNER'S SIGNATURES

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Fresno

ON December 21, 2017 BEFORE ME, Pauline J. Moore, Notary Public,

PERSONALLY APPEARED Leonard A. Federico

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) (IS) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT (HE)/SHE/THEY EXECUTED THE SAME IN (HIS)/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY (HIS)/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal.

Pauline J Moore — Pauline J. Moore
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Fresno COUNTY

MY COMMISSION EXPIRES: July 31, 2019 MY COMMISSION NUMBER: 2118207

PAULINE J. MOORE
Commission # 2118207
Notary Public - California
Fresno County
My Comm. Expires Jul 31, 2019

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 15, 19 & 28 AS DEDICATED TO THE CITY ON THE MAP OF SUBDIVISION NO. PL15-0192, SIERRA VISTA FEDERICO LARGE LOT SUBDIVISION, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: FEDERICO / TYLER FAMILY LIMITED PARTNERSHIP
A CALIFORNIA LIMITED PARTNERSHIP

ADDRESS: 2144 SHEILAH WAY
SACRAMENTO, CA 95822

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND WESTPARK SIERRA VISTA LLC, IN NOVEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

_____
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2019

DATE: 12/14/17

LICENSED LAND SURVEYOR
CRAIG E. SPIESS
12/31/19
No. 7944
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: 1/10/18
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: 1/10/18
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-19
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION AND EASEMENT LISTED HEREON WITHIN NOTE 5 ON SHEET 4.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: 01 11 18 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 16th DAY OF February, 2018, AT 9:36 A.M. IN BOOK EE OF MAPS, AT PAGE 6, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2018-0010061
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: $ 149.00
DEPUTY

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

OWNER'S STATEMENT CONTINUED

BY: Anna J. Starks
ANNA J. STARKS,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED ANNA J. STARKS
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal.

Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Janet M Wright
JANET M. WRIGHT,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN. 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED JANET M. WRIGHT
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND and official seal

Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Gary J. Federico
GARY J. FEDERICO,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED GARY J. FEDERICO
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

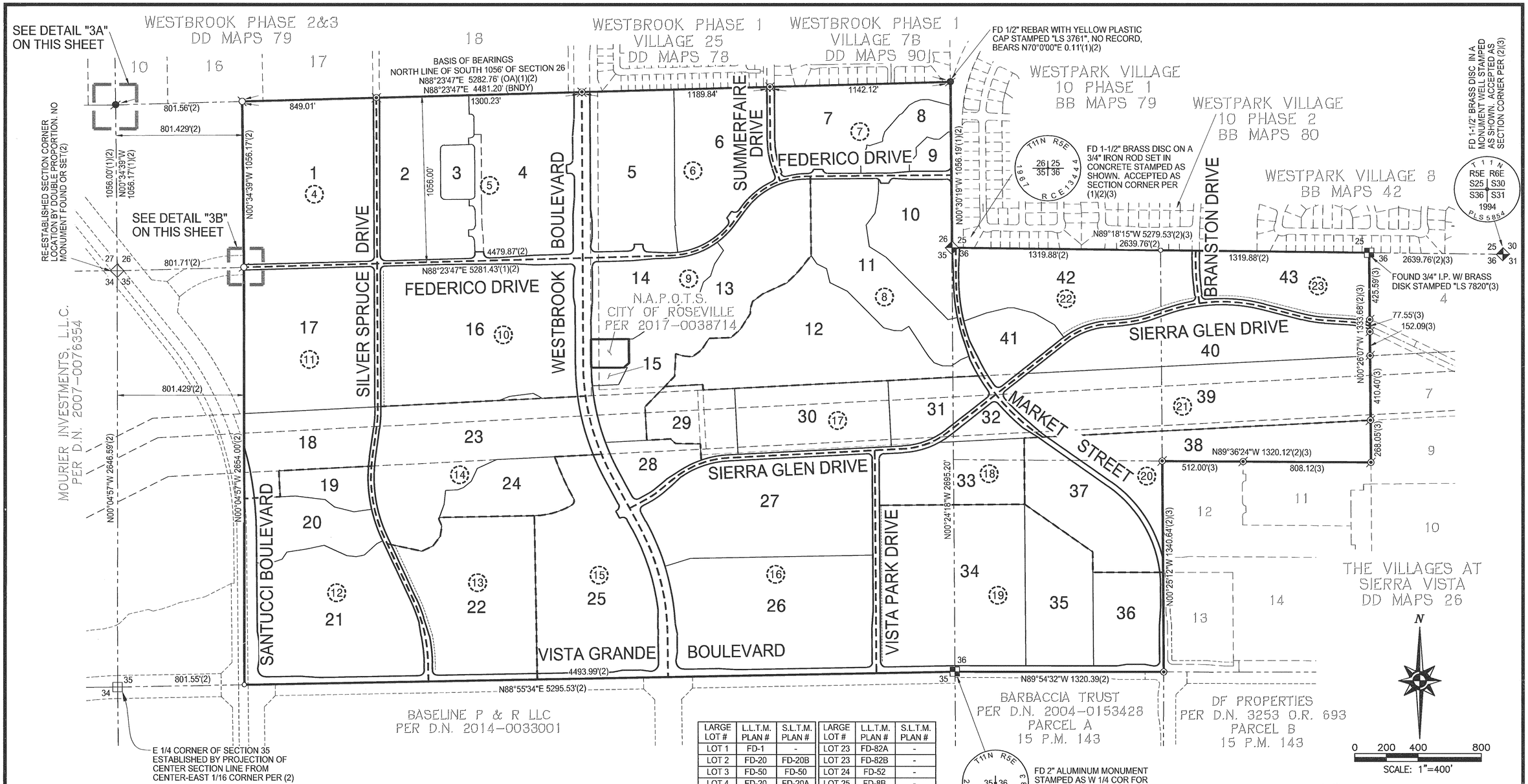
SUBDIVISION NO. PL15-0192

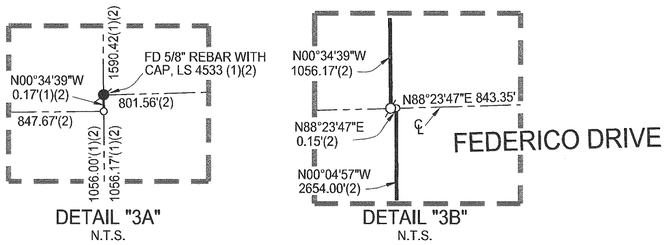
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CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189





LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
LOT 1	FD-1	-
LOT 2	FD-20	FD-20B
LOT 3	FD-50	FD-50
LOT 4	FD-20	FD-20A
LOT 5	FD-22	FD-22A
LOT 6	FD-22	FD-22B
LOT 7	FD-3	-
LOT 8	FD-83	-
LOT 9	FD-51	-
LOT 10	FD-4	-
LOT 11	FD-84B	-
LOT 12	FD-5	-
LOT 13	FD-84A	-
LOT 14	FD-60	FD-34
LOT 15	FD-62	-
LOT 16	FD-21	-
LOT 17	FD-2	-
LOT 18	FD-40	-
LOT 19	FD-63	-
LOT 20	FD-80	-
LOT 21	FD-23	-
LOT 22	FD-8A	-

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
LOT 23	FD-82A	-
LOT 23	FD-82B	-
LOT 24	FD-52	-
LOT 25	FD-8B	-
LOT 26	FD-10	-
LOT 27	FD-9	-
LOT 28	FD-64	-
LOT 29	FD-85A	-
LOT 30	FD-85B	-
LOT 31	FD-85C	-
LOT 32	FD-86	-
LOT 33	FD-53	-
LOT 34	FD-65	-
LOT 35	FD-33	-
LOT 36	FD-41	-
LOT 37	FD-32	-
LOT 38	FD-24	-
LOT 39	FD-88B	-
LOT 40	FD-88A	-
LOT 41	FD-87A	-
LOT 42	FD-6	-
LOT 43	FD-7	-

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

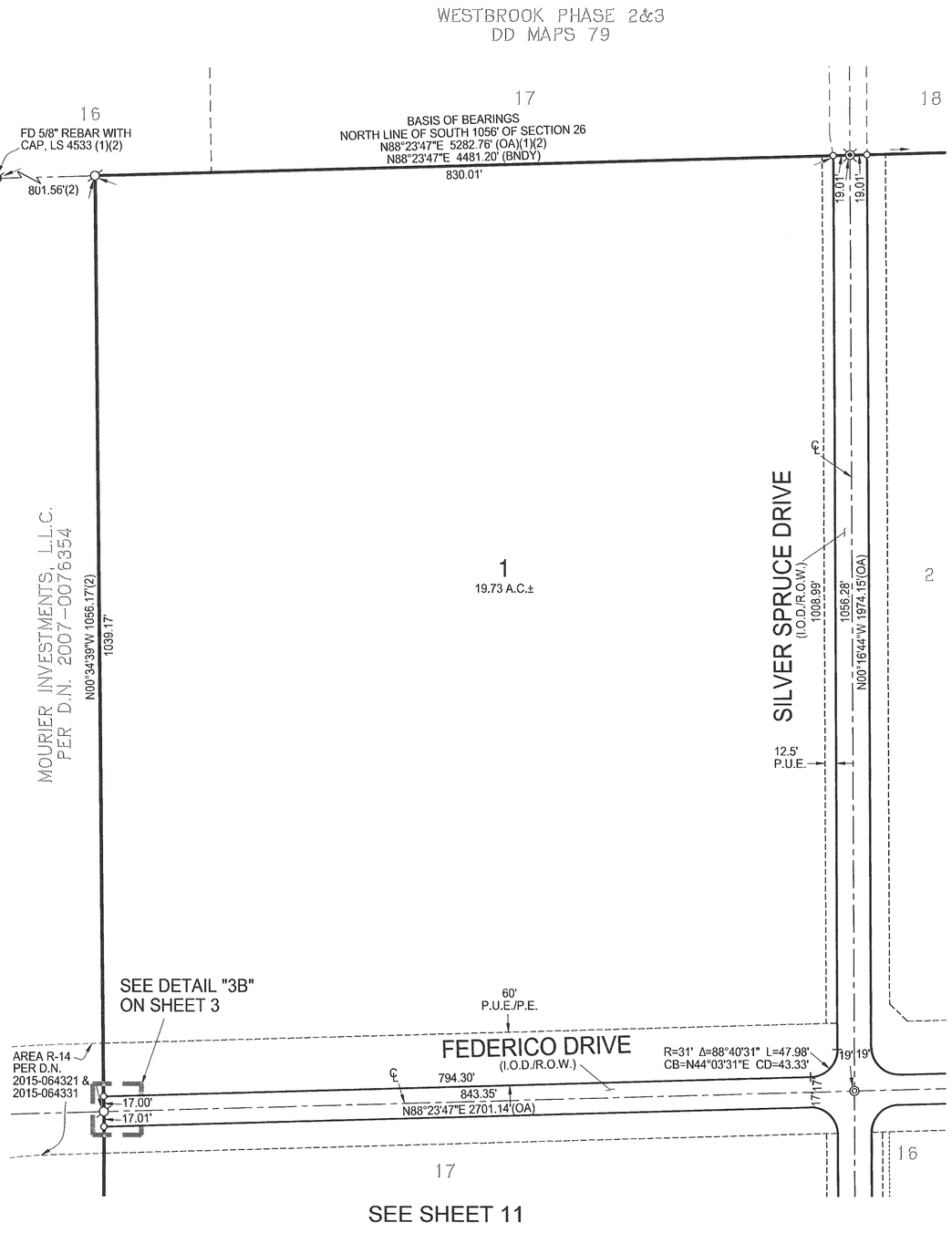
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CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MacKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



LEGEND

◆	FOUND SECTION CORNER AS NOTED
⊕	SECTION CORNER, NO MONUMENT FOUND OR SET
■	FOUND QUARTER SECTION CORNER AS NOTED
⊞	QUARTER SECTION CORNER, NO MONUMENT FOUND OR SET
●	FOUND MONUMENT AS NOTED
◉	FOUND 2" DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL.(3)
⊗	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
⊙	FOUND 3/4" IRON PIPE W/ BRASS DISC STAMPED "LS 7820"(3)
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
○	SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"
o	DIMENSION POINT (NOTHING FOUND OR SET)
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
℄	CENTERLINE
D.N.	DOCUMENT NUMBER
E.E.	ELECTRICAL EASEMENT
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
M.A.E.	MAINTENANCE ACCESS EASEMENT
NAPOTS	NOT A PART OF THIS SURVEY
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
S.L.T.M.	SMALL LOT TENTATIVE MAP
S.M.U.D.	SACRAMENTO MUNICIPAL UTILITY DISTRICT
L.L.T.M.	LARGE LOT TENTATIVE MAP
( )	DENOTES RECORD INFORMATION
(1)	SHEET INDEX

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
2. TOTAL AREA FOR THIS SUBDIVISION IS 505.05± ACRES, CONSISTING OF 43 LARGE LOTS.
3. THE EASEMENT FOR TEMPORARY INGRESS / EGRESS EASEMENT GRANTED TO FRANK T. CHAN, TRUST OF THE FRANK T. CHAN FAMILY TRUST U/A DATED DECEMBER 8, 2003, ET AL, IN DEED RECORDED AUGUST 13, 2015, AS INSTRUMENT NO. 2015-0070559, OFFICIAL RECORDS OF PLACER COUNTY IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
4. THE CITY WILL NOT BE MAINTAINING LANDSCAPING ON LOTS 14, 34 & 37 SHOWN HEREON.
5. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   - A. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - B. AREA O-7, O-8, O-9, O-10, O-11, O-12 AND O-13 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - C. AREA PQP-2, PQP-3, PQP-4 AND PQP-5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - D. AREA E-6, E-7, E-8, E-12, E-17 AND E-19 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
   - E. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
   - F. A PORTION OF THAT CERTAIN DRAINAGE EASEMENT SHOWN AS SHOWN PARCEL 2 AND DESCRIBED IN EXHIBIT "B-1 AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 14, 2006 IN DOCUMENT NO. 2006-0122389, OFFICIAL RECORDS PLACER COUNTY, NOT SHOWN WITHIN LOT 7.

BASIS OF BEARINGS:

THE BEARING N 88°23'47" E, BEING THE NORTH LINE OF THE SOUTH 1056.00' OF SECTION 26 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) CC MAPS 85
(2) 22 R.S. 135
(3) DD MAPS 26
(4) DOC. NO. 2017-0038714

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

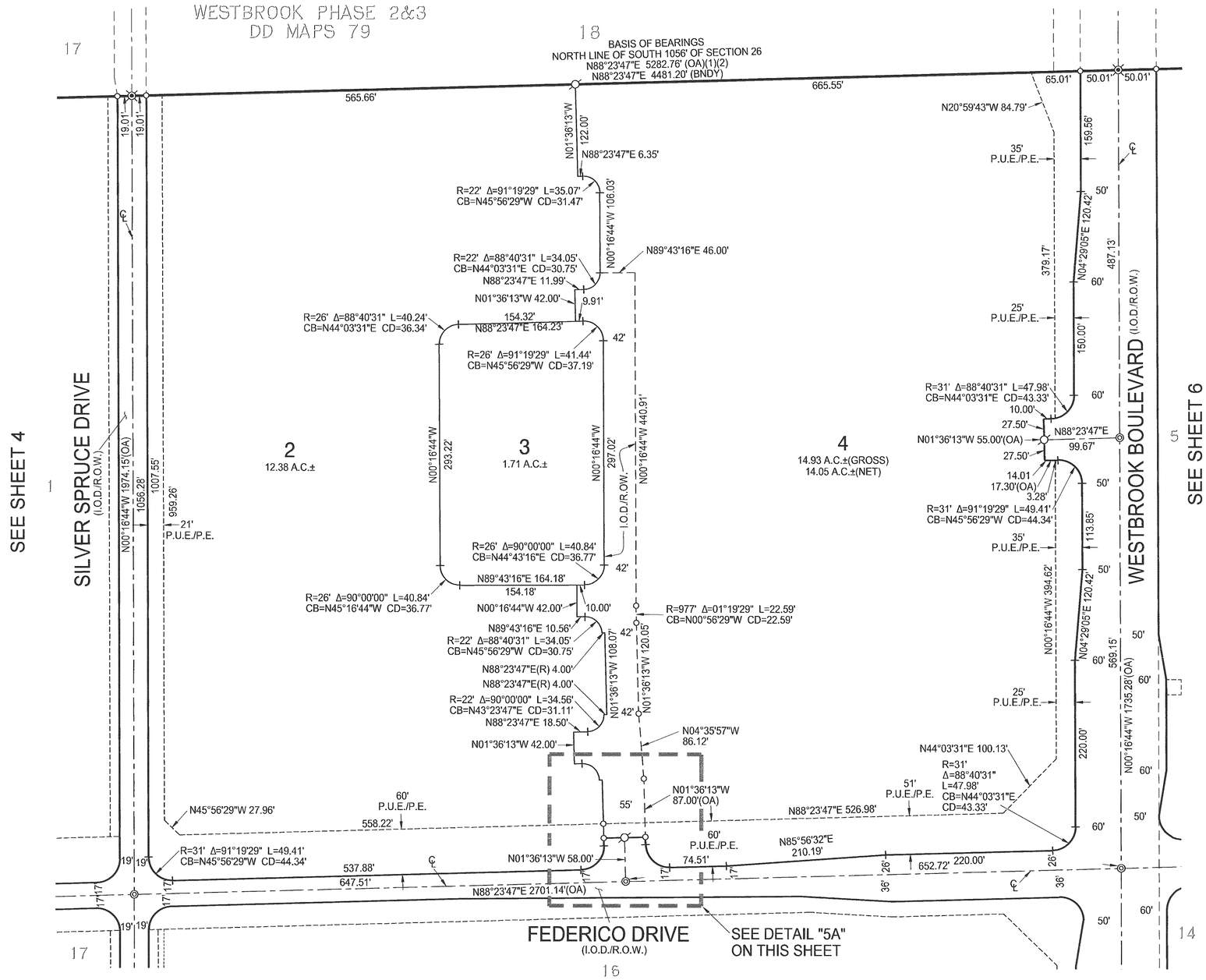
SUBDIVISION NO. PL15-0192

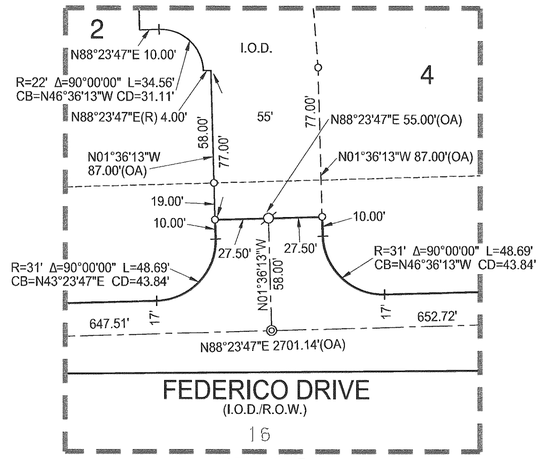
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CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

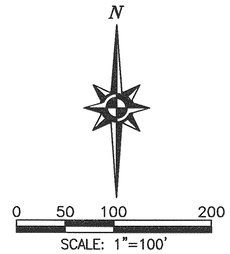
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JANUARY 2018





DETAIL "5A"
N.T.S.



FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

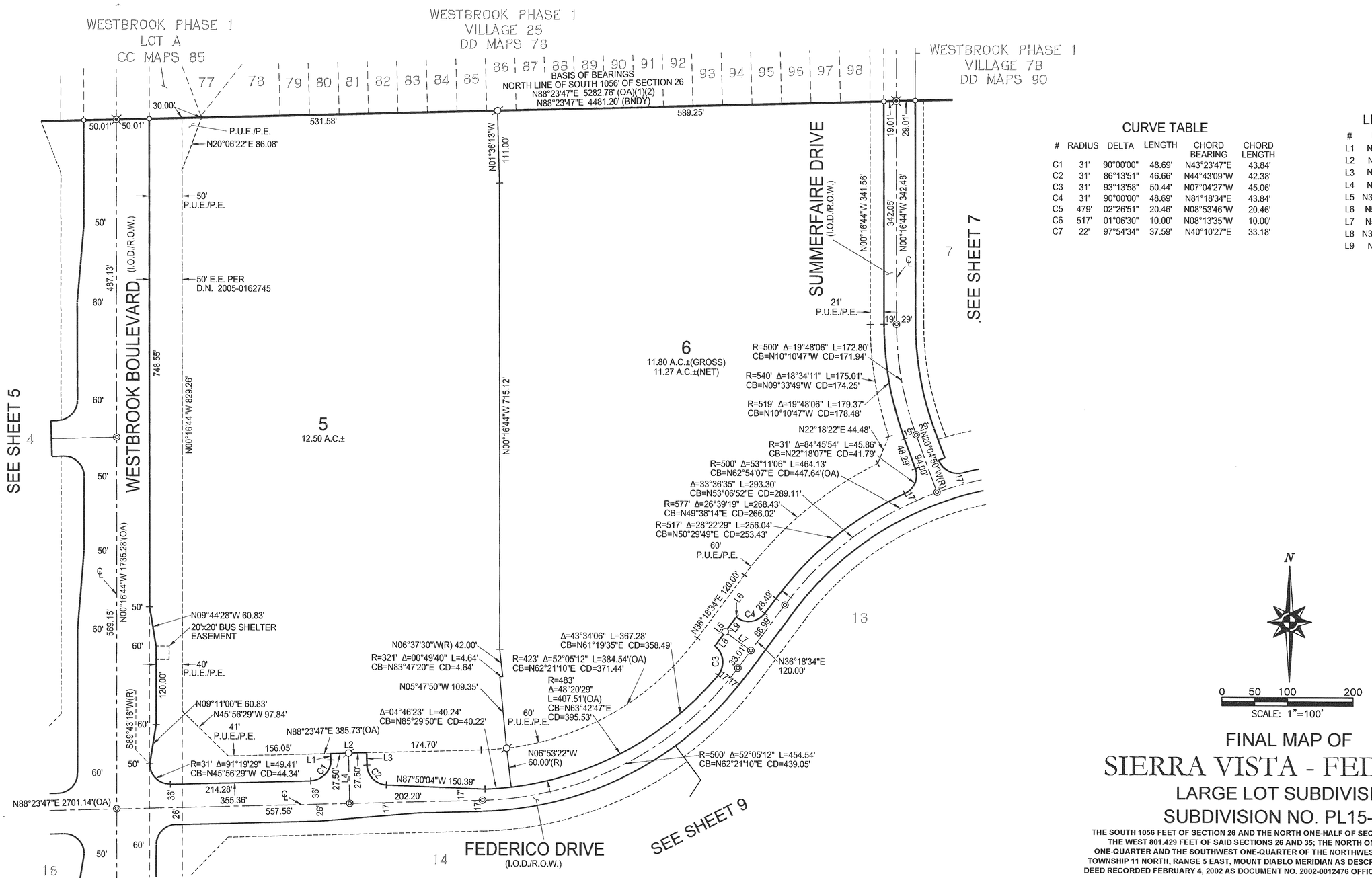
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CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N43°23'47"E	43.84'
C2	31'	86°13'51"	46.66'	N44°43'09"W	42.38'
C3	31'	93°13'58"	50.44'	N07°04'27"W	45.06'
C4	31'	90°00'00"	48.69'	N81°18'34"E	43.84'
C5	479'	02°26'51"	20.46'	N08°53'46"W	20.46'
C6	517'	01°06'30"	10.00'	N08°13'35"W	10.00'
C7	22'	97°54'34"	37.59'	N40°10'27"E	33.18'

LINE TABLE

#	BEARING	LENGTH
L1	N01°36'13"W	10.00'
L2	N88°23'47"E	55.00'
L3	N01°36'13"W	19.16'
L4	N01°36'13"W	77.00'
L5	N36°18'34"E(R)	55.00'
L6	N53°41'26"W	0.72'
L7	N53°41'26"W	48.72'
L8	N36°18'34"E(R)	29.50'
L9	N36°18'34"E	29.50'

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

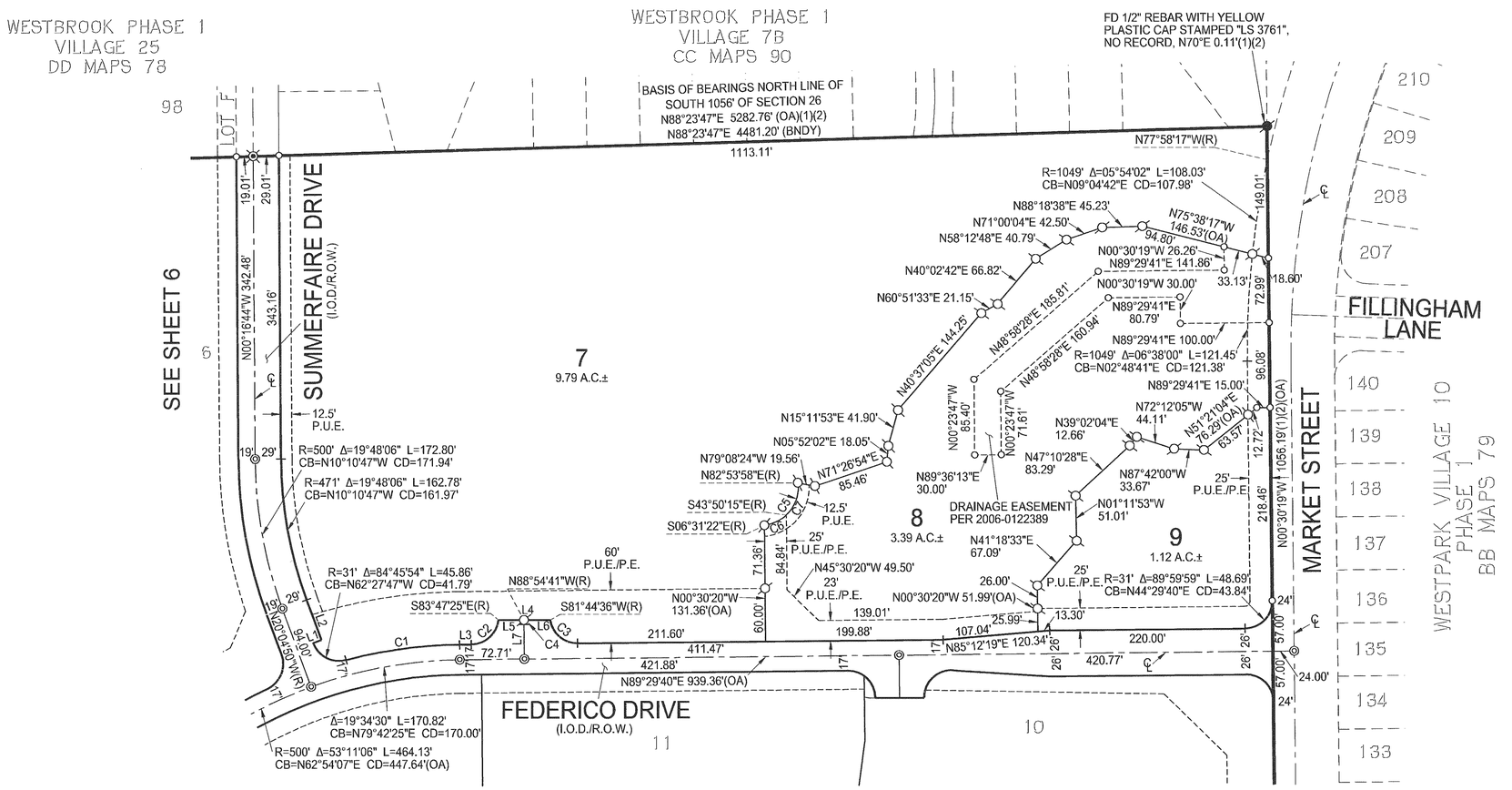
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



SEE SHEET 9

SEE SHEET 8

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	517'	14°20'24"	129.40'	N82°19'28"E	129.06'
C2	31'	83°17'05"	45.06'	N47°51'07"E	41.20'
C3	31'	82°14'56"	44.50'	N49°22'52"W	40.78'
C4	250'	00°34'59"	2.54'	N00°47'50"W	2.54'
C5	43'	90°34'40"	67.98'	N38°11'18"E	61.12'
C6	43'	37°18'53"	28.00'	N64°49'12"E	27.51'
C7	43'	53°15'48"	39.97'	N19°31'52"E	38.55'

LINE TABLE

#	BEARING	LENGTH
L1	N69°55'10"E(R)	10.00'
L2	N20°04'50"W	48.29'
L3	N89°29'40"E	13.18'
L4	N89°57'30"W	58.20'
L5	N89°57'30"W	28.73'
L6	N89°57'30"W	29.47'
L7	N00°30'20"W	41.56'

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

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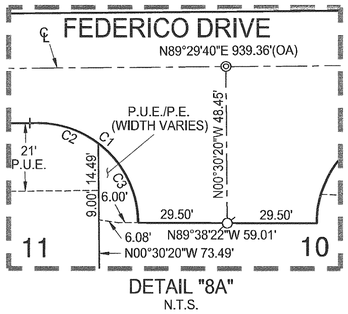
SHEET 8 OF 23 18254.FED

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

N

0 50 100 200

SCALE: 1"=100'



DETAIL "8A"
N.T.S.

SEE SHEET 7

SEE DETAIL "8A" ON THIS SHEET

FEDERICO DRIVE
(I.O.D./R.O.W.)

7 8 9

72.71' 421.88' 436.09' N89°29'40"E 939.36'(OA) 411.61' 420.77' 109.25' 220.00'

N86°12'59"W N88°58'37"W 269.05' N45°30'19"W 98.90'

24.47' 21.00' 21' P.U.E./P.E. N37°17'39"E(R) N00°30'20"W 73.49' N89°43'57"W 55.01'(OA) N89°29'40"E(R) N07°40'29"E 79.19' N10°32'32"E 65.65' N36°33'42"E 93.49' N07°57'44"W 138.02' N57°41'52"W 126.29' N00°30'20"W 488.08' 467.08'

P.U.E./P.E. (WIDTH VARIES)

C1 31' 90°00'00" 48.69' N45°30'20"W 43.84'
C2 31' 37°47'59" 20.45' N71°36'21"W 20.08'
C3 31' 52°12'01" 28.24' N26°36'21"W 27.28'
C4 31' 77°34'05" 41.97' N54°59'59"E 38.84'
C5 31' 16°43'16" 9.05' N07°51'18"E 9.01'
C6 31' 94°17'21" 51.02' N46°38'20"E 45.45'

L1 N00°30'20"W 48.37'
L2 N89°38'22"W 27.50
L3 N89°38'22"W 27.50

R=31' Δ=90°00'01" L=48.69' CB=N45°30'21"W CD=43.84'

N00°30'19"W 1056.19'(1)(2)(OA) N00°30'19"W 463.16' 405.66' 554.09'

10
7.70 A.C.±

53' P.U.E./P.E.

WESTPARK VILLAGE 10 PHASE 1 BB MAPS 79

136 135 134 133 132 131 130 129 128

FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)

T11N R5E 26 25 35 36 1967 RCE 13444

N89°18'15"W 2639.76(BNDY)

24.01' 23.98' 26' 25 35 36

RE-SET WITH MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:

T11N R5E 26 25 35 36 2017 RP LS 7344

N03°10'05"W 150.67' N00°30'19"W 207.94' 57.93' 17 17

42

60' P.U.E./P.E.

Δ=11°11'46" L=237.81' CB=N06°06'12"W CD=237.44'

MARKET STREET (I.O.D./R.O.W.)

SEE SHEET 22

N44°39'27"W 556.60'

R=1217' Δ=19°36'36" L=416.53'(OA) CB=N10°18'37"W CD=414.50'

N78°17'55"E(R) 60.00'

41

Δ=08°24'49" L=178.71' CB=N15°54'30"W CD=178.55'

23' P.U.E./P.E.

S69°53'05"W(R) 17 17

77.67' N17°42'11"W 105.66'(OA) N66°14'46"E 54.27' 27.99' 26' 26'

R=1200' Δ=54°20'44" L=1138.21' CB=N27°40'41"W CD=1096.02'(OA)

N40°51'50"W 53.28' N57°05'51"E 72.52'

N69°26'38"W 56.45' N90°00'00"E 55.43' S64°56'43"W(R) 51' P.U.E./P.E. Δ=05°12'05" L=111.30' CB=N27°39'20"W CD=111.26'

57.09' S59°44'38"W(R) R=1226' Δ=10°30'00" L=224.67' CB=N30°18'17"W CD=224.36'(OA)

515.01'

N33°30'04"W 228.85'

N75°04'19"W 66.62' N88°11'43"W 50.25' N57°51'26"E 51.88'

12
17.51 A.C.±

11
10.92 A.C.±

N35°04'49"W 63.75' N38°29'54"E 129.05' N63°28'49"W 67.96' N13°10'51"W 92.70' N64°13'33"W 123.20' N44°32'47"W 326.51'

N45°28'48"E 102.71' N65°04'39"E 164.95' N53°33'38"E 83.61' N16°50'56"E 46.67' N01°52'29"E 33.45' N32°20'52"E 115.87' N47°36'55"E 79.73' N88°03'55"E 139.31' N32°24'38"E 71.33' N42°26'21"E 31.08' N54°17'35"E 57.31' N85°30'27"W 55.68' N73°48'43"W 52.11'

13

SEE SHEET 9

SEE SHEET 9

35' E.E. PER D.N. 2005-0162745

N43°39'58"E 270.37'(OA) N02°37'38"E 143.41' 89.82' N87°02'25"E 240.13' N02°57'35"W 35.00'

29

35' E.E. PER D.N. 2005-0162745

30

N87°02'25"E 1743.05'

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

31

SEE SHEET 17

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1450'	04°32'23"	114.89'	N03°20'10"W	114.86'
C2	1450'	02°29'20"	62.99'	N06°51'01"W	62.98'
C3	1450'	04°59'06"	126.16'	N10°35'14"W	126.12'
C4	1450'	07°07'32"	180.33'	N16°38'33"W	180.21'
C5	1450'	03°07'37"	79.14'	N21°46'08"W	79.13'
C6	1450'	05°14'48"	132.78'	N25°57'21"W	132.73'
C7	1450'	14°35'58"	369.47'	N12°54'20"W	368.48'

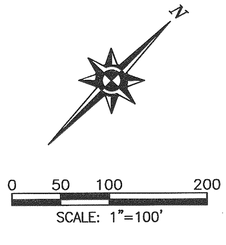
SEE SHEET 10
SEE SHEET 14
SEE SHEET 15
SEE SHEET 6
SEE SHEET 7
SEE SHEET 17
SEE SHEET 8
SEE SHEET 8

WESTBROOK BOULEVARD (I.O.D./R.O.W.)
FEDERICO DRIVE (I.O.D./R.O.W.)
SUMMERFAIRE DRIVE (I.O.D./R.O.W.)
SIERRA GLEN DRIVE (I.O.D./R.O.W.)

N.A.P.O.T.S.
CITY OF ROSEVILLE
PER D.N. 2017-0038714

14 — 7.04 A.C.±
15 — 21,943 S.F.±
13 — 16.28 A.C.±
28 — 3.19 A.C.±
29

50' E.E. PER D.N. 2005-0162745
35' E.E. PER D.N. 2005-0162745
50' P.U.E./P.E. SEE NOTE 4 ON SHEET 4
30' P.U.E./P.E. SEE NOTE 4 ON SHEET 4
40' P.U.E./P.E.
21' P.U.E./P.E.
50' P.U.E./P.E.
50' P.U.E. / L.S.E.(4)
125' SMUD EASEMENT PER D.N. 935 O.R. 29
250' TOWER EASEMENT PER D.N. 612 O.R. 534



FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

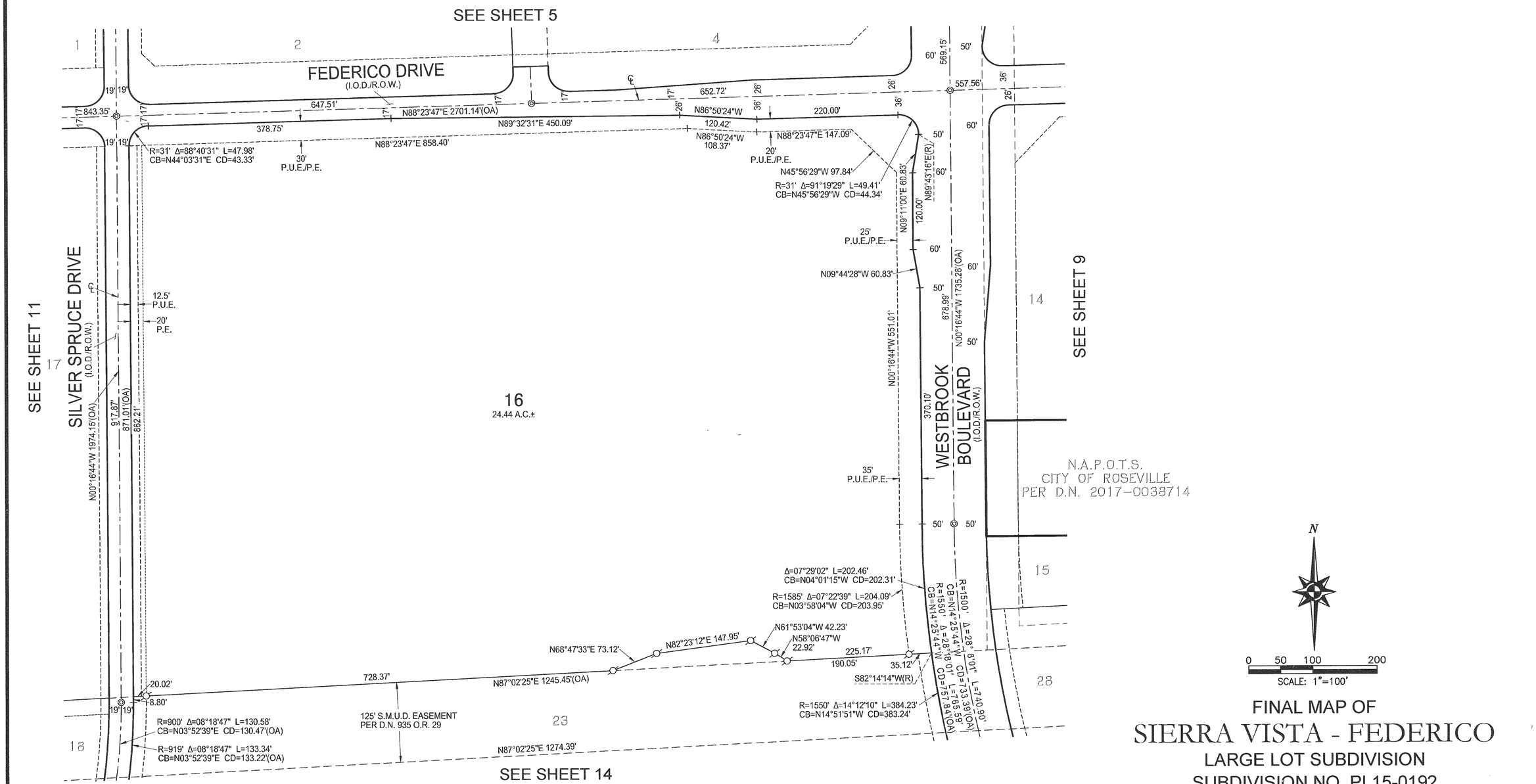
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FINAL MAP OF
SIERRA VISTA - FEDERICO
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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

BOOK EE OF MAPS, PAGE 6

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 4

AREA R-14 PER DOC. No. 2015-064321 & 2015-064331

17.00'
17.01'

843.35'
N88°23'47"E 2701.14'(OA)
792.68'

30' P.U.E./P.E.

FEDERICO DRIVE
(I.O.D./R.O.W.)

R=31' Δ=91°19'29" L=49.41'
CB=N45°56'29"W CD=44.34'

MOURIER INVESTMENTS, L.L.C.
PER 2007-0076354

913.09'

17
17.12 A.C.±

12.5' P.U.E.

861.68'
917.87'
N00°16'44"W 1974.15'(OA)

SILVER SPRUCE DRIVE
(I.O.D./R.O.W.)

SEE SHEET 10

AREA E-19 PER D.N. 2015-064331

815.71'
N87°02'25"E 828.22'(OA)

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

25' P.U.E.

R=881' Δ=08°18'47" L=127.82'
CB=N03°52'39"E CD=127.71'

R=900' Δ=08°18'47" L=130.58'
CB=N03°52'39"E CD=130.47'

12.51'
7.02'

AREA E-6 PER D.N. 2015-064331

207.99'

N87°02'25"E

12.5' P.U.E.

188.12'
N08°02'03"E 188.12'

AREA R-1 PER D.N. 2015-064321 & D.N. 2015-064331

N74°18'22"E(R)

250' USA EASEMENT PER D.N. 612 O.R. 534

18
7.55 A.C.±

Δ=03°34'13" L=57.27'
CB=N06°14'56"E CD=57.26'

R=900' Δ=32°59'30" L=518.23'
CB=N08°27'42"W CD=511.10'(OA)

554.06'
N87°02'25"E 566.66'(OA)

N85°32'10"W(R)

12.60'

SEE SHEET 14

C1
C2
C3

309.89'

N00°04'57"W 2654.00'(2)(OA)

40' P.U.E./P.E.

R=2061'
Δ=15°03'24"
L=541.61'
CB=N08°09'56"W
CD=540.05'(OA)

N02°57'35"W 165.00'

R=919' Δ=32°59'30" L=529.17'
CB=N08°27'42"W CD=521.89'(OA)

SANTUCCI BOULEVARD
(I.O.D./R.O.W.)

N82°53'18"E(R)

61'

40.07'

124.29'

N87°02'25"E 260.78'(OA)

N83°38'45"E(R)

R=2000' Δ=06°28'29" L=226.01'
CB=N03°52'28"W CD=225.89'(OA)

SEE SHEET 12

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'
C2	2061'	04°43'44"	170.10'	N13°19'46"W	170.05'
C3	2061'	09°20'23"	335.96'	N11°01'26"W	335.59'

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

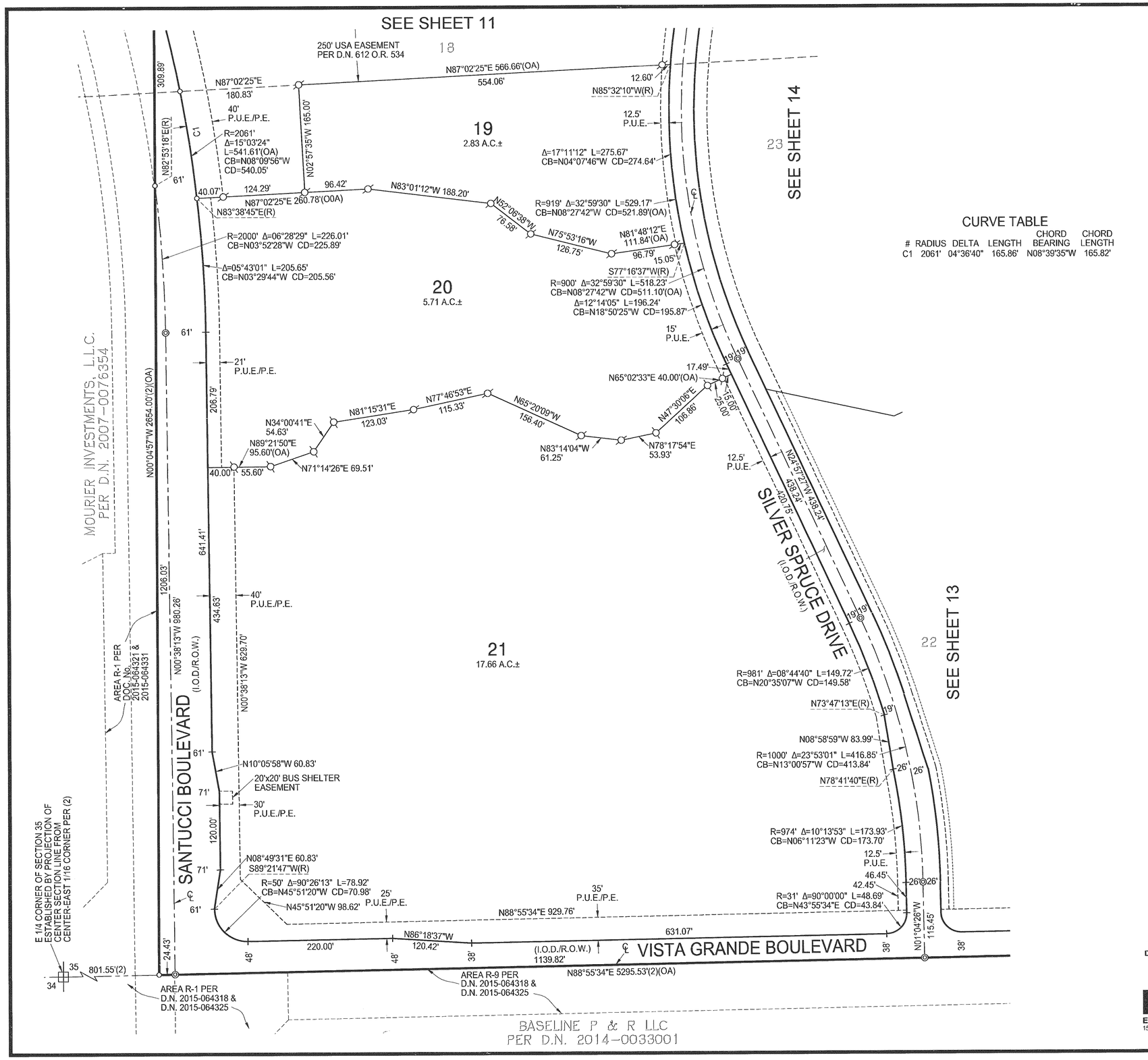
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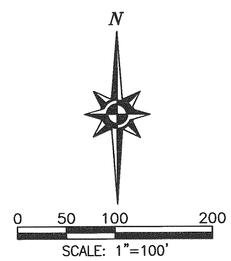
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CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'



FINAL MAP OF SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

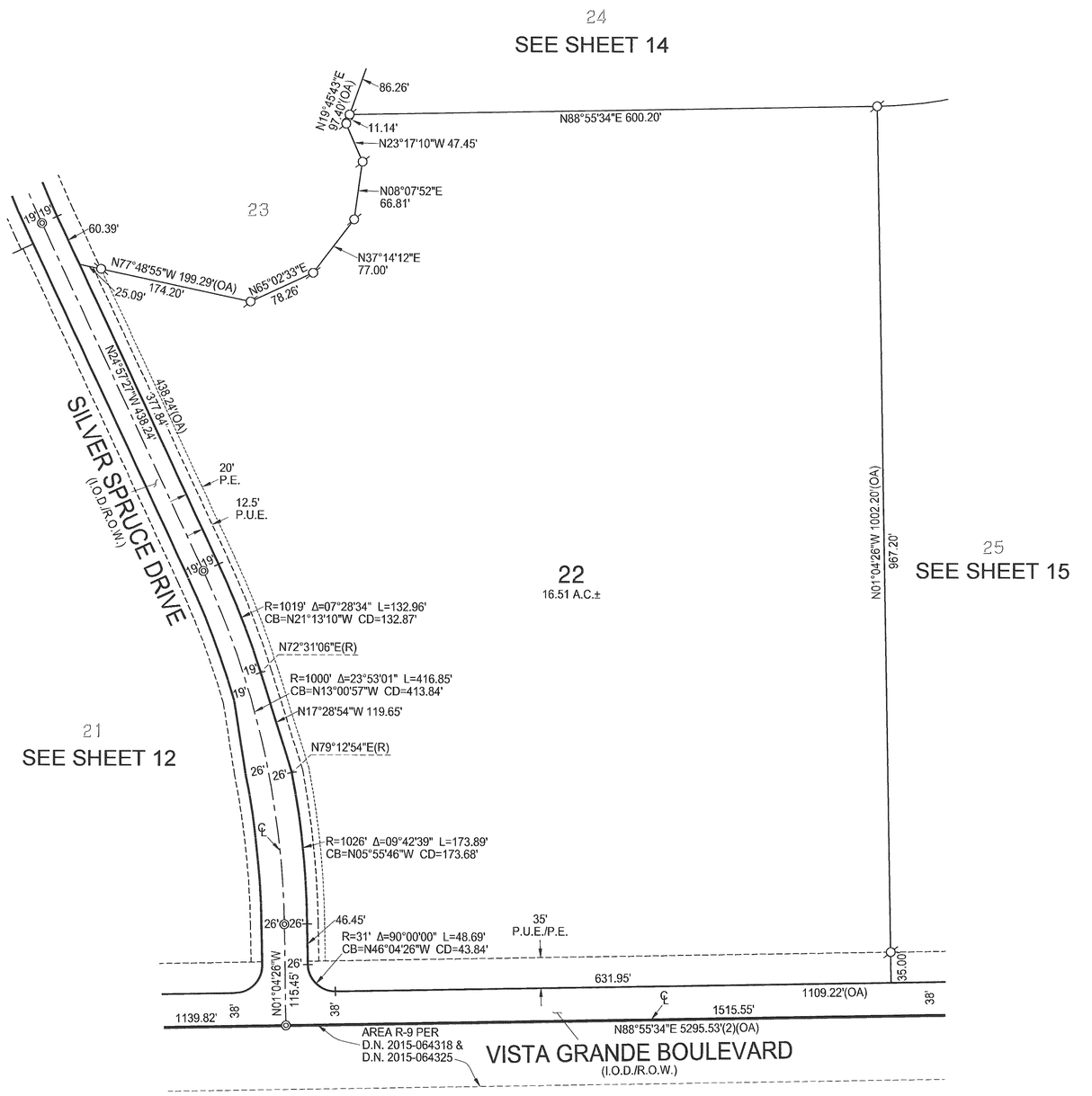
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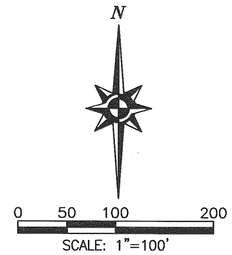
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SIERRA VISTA - FEDERICO

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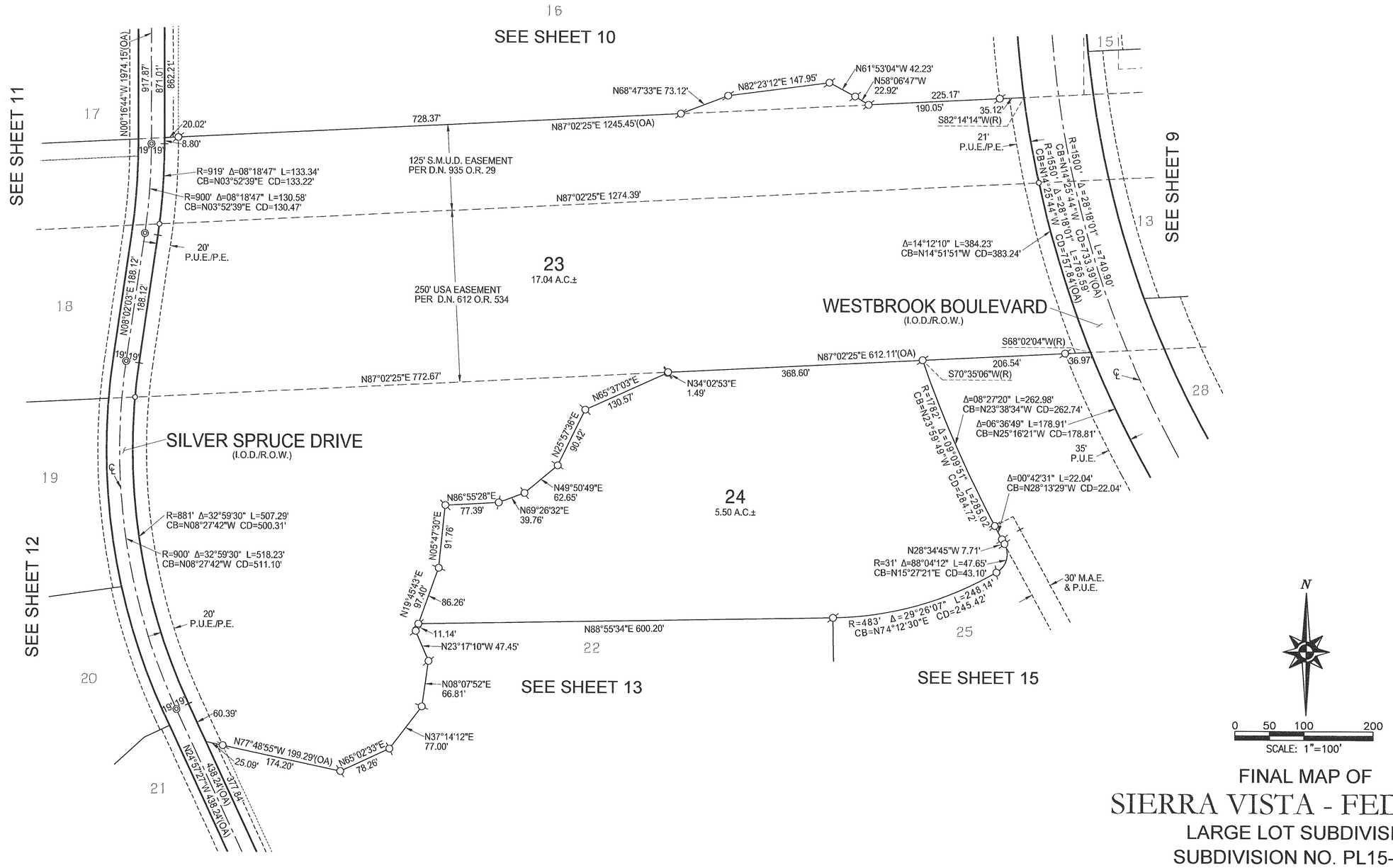
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0 50 100 200
SCALE: 1"=100'

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LARGE LOT SUBDIVISION

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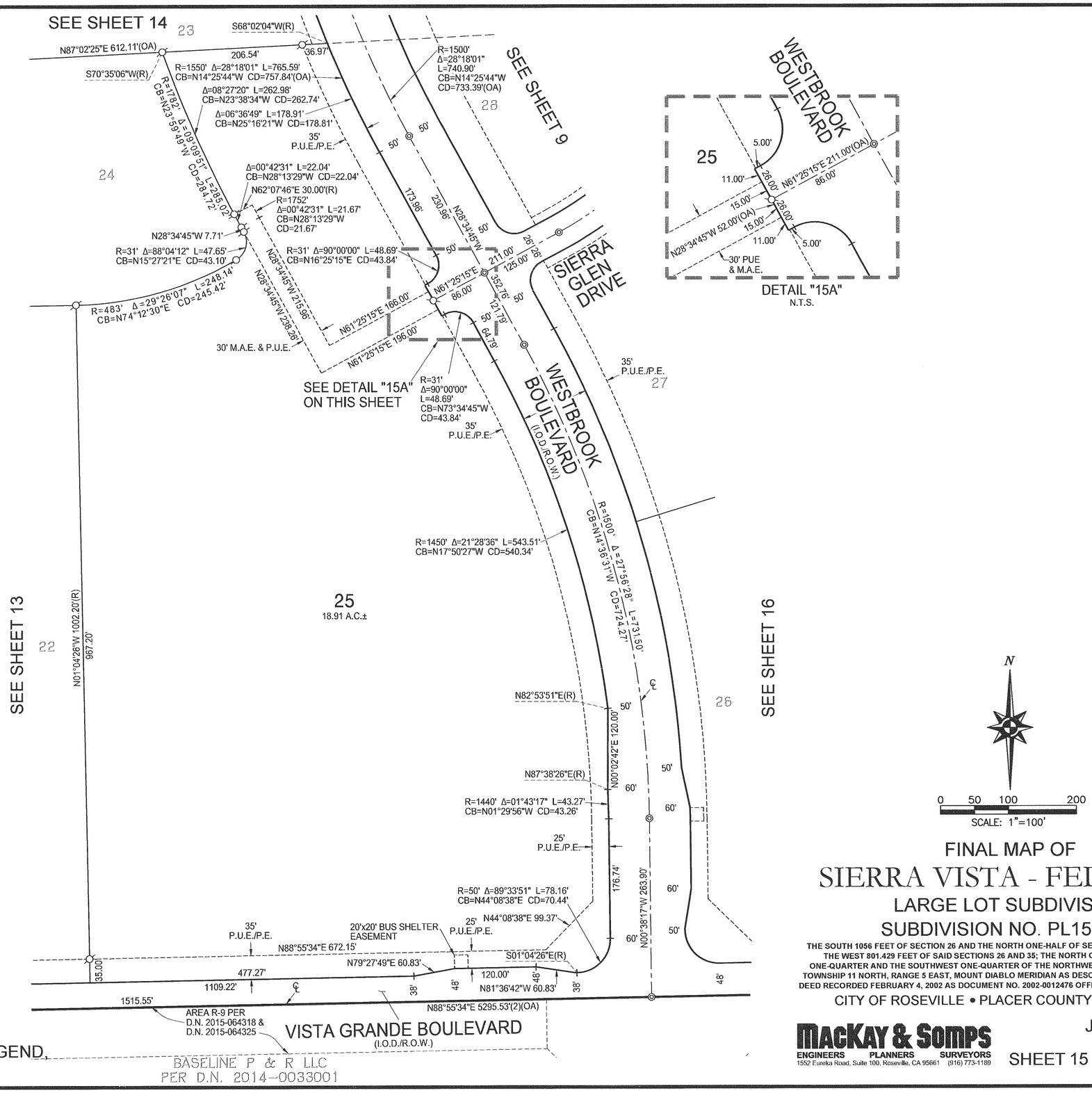
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1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JANUARY 2018



SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 17

SEE SHEET 9

SEE SHEET 18

SEE SHEET 19

SEE SHEET 15

SEE SHEET 25

SEE SHEET 33

SEE SHEET 34

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

WESTBROOK BOULEVARD
(I.O.D./R.O.W.)

VISTA PARK DRIVE
(I.O.D./R.O.W.)

VISTA GRANDE BOULEVARD
(I.O.D./R.O.W.)

27
19.23 A.C.±

26
20.46 A.C.±

N87°02'25"E 1106.51'(OA)
927.46'
877.18'

R=600' Δ=36°59'07" L=387.31'
CB=N68°32'51"E CD=380.62'

R=581' Δ=31°36'19" L=320.49'
CB=N71°14'15"E CD=316.44'

R=31' Δ=92°33'17" L=50.08'
CB=N46°40'57"W CD=44.81'

N34°33'54"W(R)
N47°03'37"E 85.00'
N50°03'17"E 102.79'

R=526' Δ=11°21'58" L=104.35'
CB=N55°44'16"E CD=104.17'
R=500' Δ=11°21'58" L=99.19'
CB=N55°44'16"E CD=99.03'

R=31' Δ=90°00'00" L=48.69'
CB=N16°25'15"E CD=43.84'

N28°34'45"W 250.96'
N61°25'15"E 86.00'
211.00'
125.00'
352.76'(OA)
121.79'
64.79'
44.00'

35'
P.U.E./P.E.

Δ=11°28'49" L=310.57'
CB=N22°50'20"W CD=310.05'

R=1500' Δ=27°56'28" L=731.50'
CB=N14°36'31"W CD=724.27'

N72°54'04"E(R) 169.56'(OA)
134.56'
35.00'

N88°55'34"E 1154.21'(OA)
1141.71'

R=1550' Δ=25°10'22" L=680.99'(OA)
CB=N15°59'34"W CD=675.53'

Δ=13°41'33" L=370.42'
CB=N10°15'09"W CD=369.54'

R=1585' Δ=16°27'39" L=455.36'
CB=N08°52'06"W CD=453.80'

N86°35'37"E(R)
N11°42'26"W 61.14'
N88°48'58"E(R)
20'x20' BUS SHELTER EASEMENT
R=1560' Δ=00°32'45" L=14.86'
CB=N00°54'39"W CD=14.86'

N08°49'27"E 60.83'
N00°38'17"W 263.90'
105.14'
25'
P.U.E./P.E.
N00°38'17"W 120.26'

S89°21'43"W(R)
R=50' Δ=90°26'09" L=78.92'
CB=N45°51'22"W CD=70.98'
N45°51'22"W 98.62'

N04°16'21"E 110.37'
N00°24'18"W 1415.68'
613.63'
965.14'
351.51'
220.00'

R=31' Δ=89°19'52" L=48.33'
CB=N44°15'38"E CD=43.58'

N86°18'37"W 120.42'
220.00'
820.31'
1317.25'
1515.55'
496.93'

N88°55'34"E 5295.53'(2)(OA)

AREA R-9 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-2 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-10 PER D.N. 2015-064318 & D.N. 2015-064325

BASELINE P & R LLC
PER D.N. 2014-0033001

12.5' P.U.E.
20' P.U.E./P.E.

N

0 50 100 200
SCALE: 1"=100'

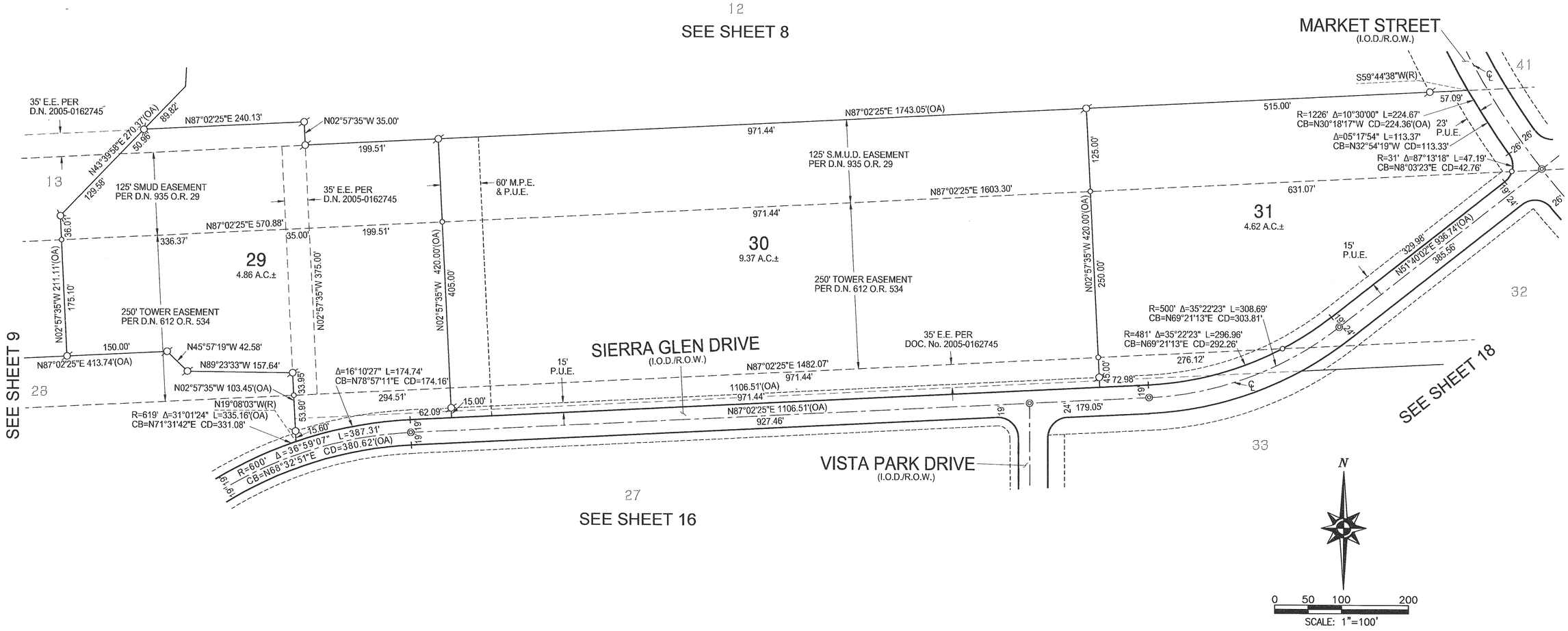
FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

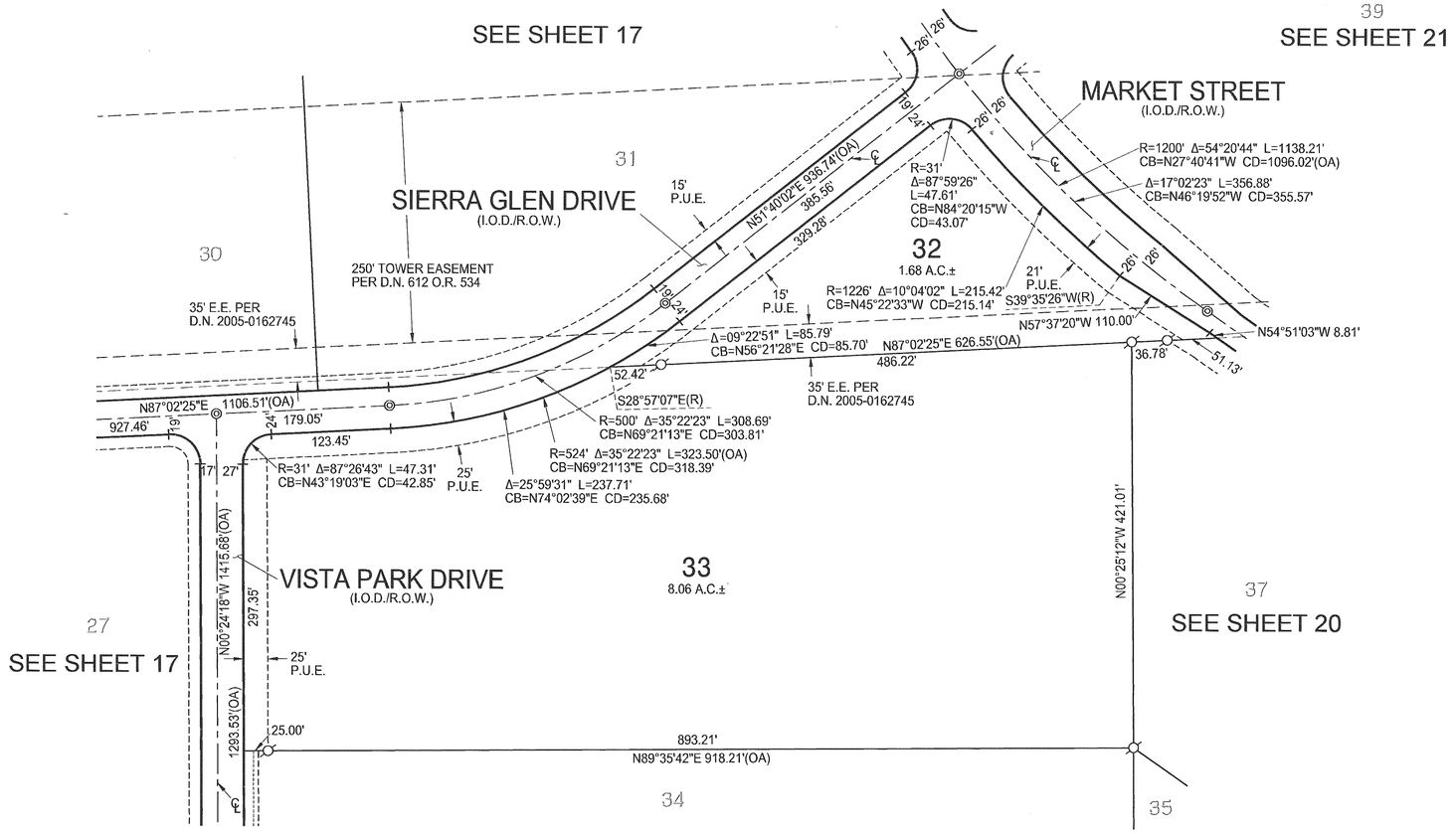
SUBDIVISION NO. PL15-0192

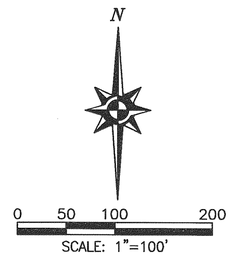
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018





FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

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1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEE SHEET 18

33

25.00'

893.21'

N89°35'42"E 918.21'(OA)

421.01'

N54°51'03"W 525.87'

27

37

SEE SHEET 20

SEE SHEET 16

17' 27'

1293.53'(OA)

12.5' P.U.E.

10' P.E. SEE NOTE 4 ON SHEET 4

N00°24'18"W 1415.68'(OA)

996.18'

34

21.59 A.C.±

N00°25'12"W 1446.95'(OA)

975.94'

129.35'

R=800' Δ=54°25'51" L=760.00'

CB=N27°38'08"W CD=731.74'(OA)

N00°25'12"W 165.80'

391.92'

N89°54'32"W 422.15'(OA)

30.23'

N83°11'08"E(R)

15' P.U.E.

R=783.00' Δ=054°25'51" L=743.85'(OA)

CB=N27°38'08"W CD=716.19'

Δ=06°23'40" L=87.38'

CB=N03°37'02"W CD=87.34'

VISTA PARK DRIVE

(I.O.D./R.O.W.)

MARKET STREET

(I.O.D./R.O.W.)

136.01'

N03°52'09"E 120.34'

1340.64'(2)(3)(OA)

13

DD MAPS 26

26

17'

35

8.59 A.C.±

N00°25'12"W 723.87'(OA)

544.52'

36

5.71 A.C.±

26' P.U.E.

545.52'

N00°25'12"W

220.00'

R=31' Δ=90°30'41" L=48.97'

CB=N44°50'08"E CD=44.04'

27' 27'

VISTA GRANDE BOULEVARD

(I.O.D./R.O.W.)

35' P.U.E.

50' P.U.E.

40' P.U.E.

20'x20' BUS SHELTER EASEMENT

R=31' Δ=90°40'08" L=49.06'

CB=N45°44'22"W CD=44.10'

N80°37'44"E 60.83'

S00°05'28"W(R)

146.74'

120.00'

N80°26'48"W 60.83'

448.66'

427.77'

1023.16'

438.51'

496.93'

1317.25'

N88°55'34"E 5295.53'(2)(OA)

N89°54'32"W 1320.39(2)

38'

48'

50.00'

AREA R-10 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-10 PER D.N. 2015-064323 & D.N. 2015-064333

AREA E-10 PER D.N. 2015-064333

AREA R-3 PER D.N. 2015-064323 & D.N. 2015-064333

BASELINE P & R LLC
PER D.N. 2014-0033001

BARBACCIA TRUST
PER D.N. 2004-0153428
PARCEL A
15 P.M. 143

DF PROPERTIES
PER 32 O.R. 693
PARCEL B
15 P.M. 143

FD 2" ALUMINUM MONUMENT STAMPED AS WEST 1/4 COR FOR SECTION 35 PER(2)

T11N R5E 35 36 2005 RCE 45333

RE-SET WITH MONUMENT WELL STAMPED:

T11N R5E 35 36 2017 LS 7944

N

0 50 100 200

SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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JANUARY 2018

SEE SHEET 18

32

33

34

35

36

37
8.74 A.C.±

38
12.06 A.C.±

39

SEE SHEET 21

N87°02'25"E 100.17'

N87°02'25"E

36.78'

51.13'

35.64'

8.81'

97.22'

60'
P.U.E./P.E.

35' E.E. PER
D.N. 2005-0162745

N87°02'25"E 2050.82'(OA)
1953.60'

35' E.E. PER
D.N. 2005-0162745

30'
P.U.E./P.E.
SEE NOTE 4
ON SHEET 4

N54°51'03"W 563.91'
540.17'
548.99'(OA)

MARKET STREET
(I.O.D./R.O.W.)

N00°23'36"E 328.72'

AREA E-20(2)

N00°23'36"E 334.58'

25.00'

100.00'

512.00'(3)

1195.12'

808.12'(3)

N89°36'24"W 1320.12'(2)(3)

268.05'(3)

N00°26'07"W 1333.68'(2)(OA)

9
DD MAPS 26

11
DD MAPS 26

N00°25'12"W 1446.95'(OA)
421.01'

1025.94'

N54°51'03"W 525.87'

R=817'
Δ=42°43'20"
L=609.19'
CB=N33°29'23"W
CD=595.18'

60'
P.U.E./P.E.

629.32'

12
DD MAPS 26

30'
P.U.E./P.E.
SEE NOTE 4
ON SHEET 4

Δ=48°02'12" L=656.46'
CB=N30°49'58"W CD=637.41'

R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'

R=783' Δ=54°25'51" L=743.85'
CB=N27°38'08"W CD=716.19'(OA)

N77°52'16"E(R)

N77°52'16"E(R)(3)(OA)

SEE DETAIL "20A"
ON THIS SHEET

N00°25'12"W 1340.64'(2)(3)(OA)

14
DD MAPS 26

165.80'

N83°11'08"E(R)

391.92'

N89°54'32"W 422.15'(OA)

15'
P.U.E.

N00°25'12"W 723.87'(OA)

129.35'

594.52'

Δ=06°23'40" L=87.38'
CB=N03°37'02"W CD=87.34'

13
DD MAPS 26

SEE SHEET 19

MARKET STREET
(I.O.D./R.O.W.)

629.32'

R=817'
Δ=42°43'20"
L=609.19'
CB=N33°29'23"W
CD=595.18'

R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'(OA)

N77°52'16"E(R)

R=783' Δ=54°25'51" L=743.85'
CB=N27°38'08"W CD=716.19'(OA)

17'

17'

37

N89°54'32"W 422.15'(OA)

30.23'

N83°11'08"E(R)

165.80'

N00°25'12"W 1340.64'(2)(3)(OA)

36

17'

545.52'

DETAIL "20A"
N.T.S.

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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ENGINEERS PLANNERS SURVEYORS
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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

BRANSTON DRIVE
(I.O.D./R.O.W.)

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

MARKET STREET
(I.O.D./R.O.W.)

SEE SHEET 22

SEE SHEET 23

SEE SHEET 18

SEE SHEET 20

SEE SHEET 20

SEE DETAIL "21A" ON THIS SHEET

R=1050' Δ=11°36'41" L=212.79'
CB=N76°22'41"E CD=212.42'

N07°48'59"W
95.49'

R=1050' Δ=22°11'19" L=406.63'
CB=N86°43'20"W CD=404.09'

N70°34'20"E
100.00'
100.00'

R=500' Δ=33°21'12" L=291.06'
CB=N68°20'38"E CD=286.97'

N85°01'14"E
103.90'
103.90'

R=481' Δ=33°21'12" L=280.00'
CB=N68°20'38"E CD=276.07'

R=750' Δ=14°26'53" L=189.13'
CB=N77°47'47"E CD=188.63'

R=769' Δ=14°26'53" L=193.92'
CB=N77°47'47"E CD=193.40'

R=1031' Δ=33°47'59" L=608.21'
CB=N87°28'20"E CD=599.42'

R=1050' Δ=33°47'59" L=619.41'
CB=N87°28'20"E CD=610.47'(OA)

15'
P.U.E.

DRAINAGE EASEMENT
PER DOC. No. 2006-0122389
SEE SHEET 23

N75°37'40"W 256.37'
256.37'

N86°25'23"W 152.38'
152.38'

R=750' Δ=10°47'43" L=141.31'
CB=N81°01'32"W CD=141.10'

R=769' Δ=10°47'43" L=144.89'
CB=N81°01'32"W CD=144.67'

R=481' Δ=16°35'06" L=139.23'
CB=N78°07'50"W CD=138.74'

R=500' Δ=15°46'08" L=137.61'
CB=N78°32'19"W CD=137.17'

40
13.17 A.C.±

39
20.89 A.C.±

38

41

42

43

32

33

37

N87°02'25"E 2169.57'(OA)
2143.66'

125' S.M.U.D. EASEMENT
PER D.N. 935 O.R. 29

N87°02'25"E

250' TOWER EASEMENT
PER D.N. 612 O.R. 534

N87°02'25"E 2050.82'(OA)
1953.60'

35' E.E. PER
D.N. 2005-0162745

N87°02'25"E 100.17'

AREA E-20(2)

N00°23'36"E 328.72'

N00°23'36"E 334.58'

N00°26'07"W 1333.68'(2)(3)

168.15'

125.12'

410.40'(3)

250.24'

35.03'

268.05'(3)

N51°40'02"E 996.74'(OA)
493.57'

311.08'

182.49'

25.91'

R=31' Δ=91°57'33" L=49.75'
CB=N05°41'16"E CD=44.58'

23'
P.U.E.

R=1174' Δ=10°45'09" L=220.32'
CB=N45°40'05"W CD=220.00'

R=1200' Δ=17°02'23" L=356.88'
CB=N46°19'52"W CD=355.57'

S38°57'20"W(R)

N48°48'10"W 110.00'

35.64'

97.22'

532.46'(OA)
496.82'

N54°51'03"W 563.91'

60'
P.U.E./P.E.

26'

25.00'

100.00'

1195.12'(OA)

512.00'(3)

N89°36'24"W 1320.12'(2)(3)(OA)

DETAIL "21A"
N.T.S.

N18°35'35"E(R)

446.70'

425.93'(3)

21.11'

20.14'

N19°20'44"E(R)

20.24'

N20°09'42"E(R)

16.06'

152.09'(3)

N00°26'07"W 1333.68'(2)(3)(OA)

R=500' Δ=06°18'11" L=55.00'
CB=N67°30'10"W CD=54.98'(3)(TIE)

N

0 50 100 200
SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

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1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)

T11N R5E 26|25 35|36 1967 R C E 13444

RE-SET WITH STANDARD MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:

T11N R5E 26|25 35|36 2017 RP L S 7944

WESTPARK VILLAGE 10 PHASE 2 BB MAPS 79

WESTPARK VILLAGE 10 PHASE 2 BB MAPS 80

N89°18'15"W 5279.53'(2)(3)(OA)
N89°18'15"W 2639.76(BNDY)
1471.28'

N00°30'19"W 207.94'
24.01'
23.98'
N02°10'00"E 149.66'
57.94'

30' P.U.E./P.E.

MARKET STREET (I.O.D./R.O.W.)

Δ=12°41'42" L=262.12'
CB=N06°51'10"W CD=261.58'

R=1183' Δ=18°41'15" L=385.84'(OA)
CB=N09°50'56"W CD=384.14'

N90°00'00"E 41.70'
N75°34'56"W 129.46'
N59°52'08"W 149.51'
N76°33'23"E 136.57'
N69°56'26"E 154.17'(OA)
123.95'
30.22'

S76°47'59"W(R)
Δ=05°59'32" L=123.72'
CB=N16°11'47"W CD=123.67'
Δ=37°18'21" L=781.33'
CB=N19°09'29"W CD=767.60'
S70°48'26"W(R)
N26°32'48"W 110.00'
S65°28'31"W(R)
21' P.U.E.
R=1174' Δ=10°45'09" L=220.32'
CB=N29°54'04"W CD=220.00'

R=31' Δ=93°03'20" L=50.35'
CB=N81°48'18"W CD=44.99'
N87°02'25"E 186.99'

R=1200' Δ=54°20'44" L=1138.21'
CB=N27°40'41"W CD=1096.02'(OA)

R=1174' Δ=03°42'13" L=75.89'
CB=N33°25'32"W CD=75.87'

Δ=01°17'52" L=11.75'
CB=N52°18'58"E CD=11.75'

15' P.U.E.
492.61'(OA)
364.60'
936.74'(OA)
551.16'
N51°40'02"E 126.01'

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

385.56'

SIERRA GLEN DRIVE (I.O.D./R.O.W.)

42
14.51 A.C.±

41
4.35 A.C.±

40
SEE SHEET 21

SEE SHEET 8

SEE SHEET 23

BRANSTON DRIVE (I.O.D./R.O.W.)

R=1200' Δ=08°30'42" L=178.27'
CB=N03°33'38"W CD=178.11'
R=1223' Δ=08°30'42" L=181.69'
CB=N03°33'38"W CD=181.52'

23.00'
62.28'
23.00'
N00°41'43"E 62.28'

12.5' P.U.E.
46.63'
N82°11'01"E(R) 4.00'
R=31' Δ=87°23'41" L=47.29'
CB=N35°52'52"E CD=42.83'
R=1050' Δ=11°36'41" L=212.79'
CB=N76°22'41"E CD=212.42'
R=1069' Δ=09°00'22" L=168.03'
CB=N75°04'31"E CD=167.86'
N07°48'59"W 95.49'

R=750' Δ=14°26'53" L=189.13'
CB=N77°47'47"E CD=188.63'
R=731' Δ=14°26'53" L=184.33'
CB=N77°47'47"E CD=183.85'
Δ=32°03'20" L=290.37'
CB=N68°59'34"E CD=286.60'
20' P.E.
R=519' Δ=33°21'12" L=302.12'(OA)
CB=N68°20'38"E CD=297.87'
12.5' P.U.E.
N37°02'06"W(R) 98.86'(OA) 83.73' 15.13'
R=500' Δ=33°21'12" L=291.06'
CB=N68°20'38"E CD=286.97'
103.90'
N85°01'14"E 103.90'
100.00'
N70°34'20"E 100.00'

N
0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

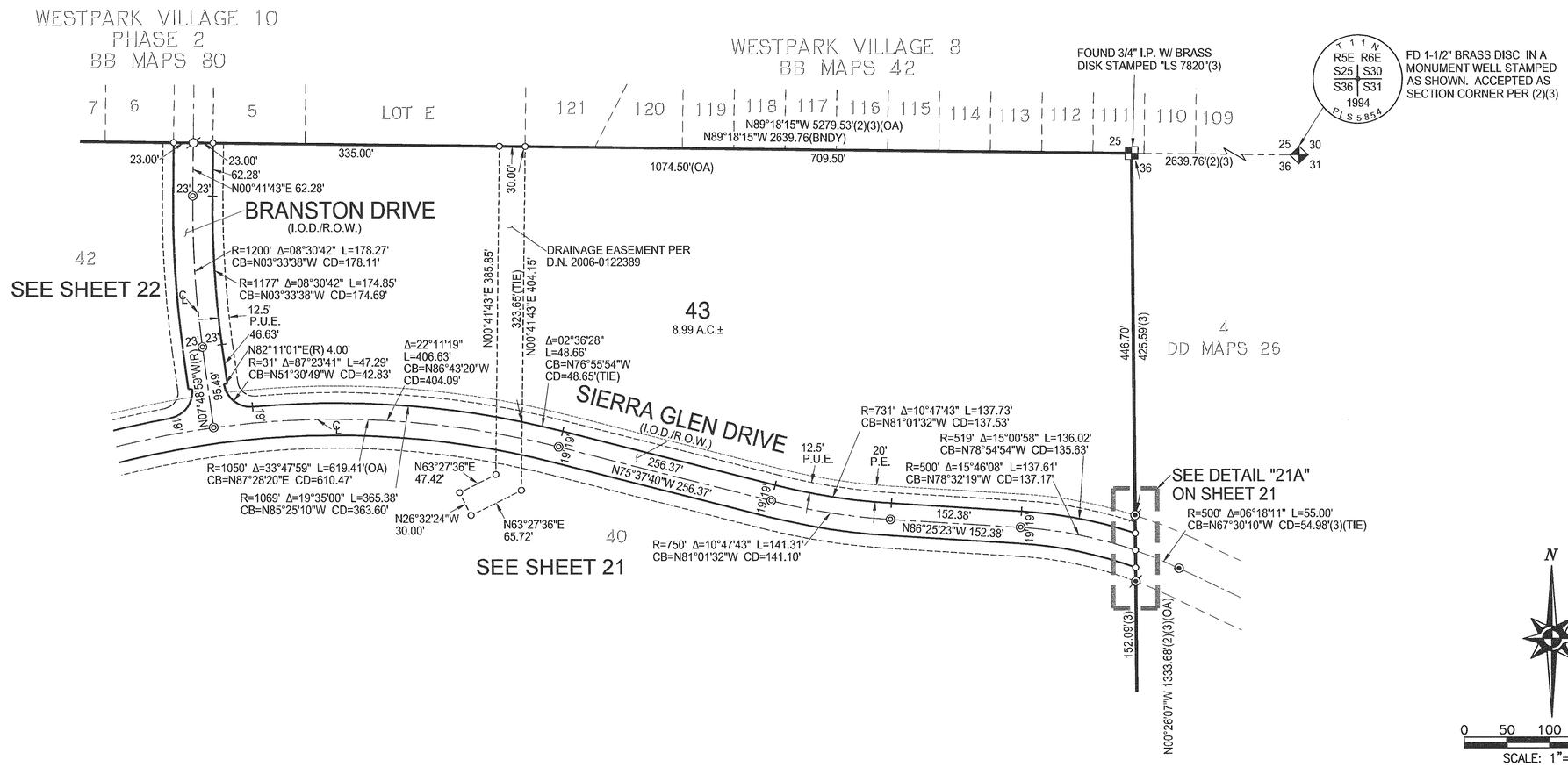
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

COUNCIL COMMUNICATION

CC #: 2293
File #: 0400-04-12-1

Title:	Sierra Vista Community Facilities District - Phase 9A - Notice of Completion
Contact:	Jeremy Knuthson 916-223-3859 jknuthson@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Community Facilities District (CFD) - Phase 9A, CWJ # 190492, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

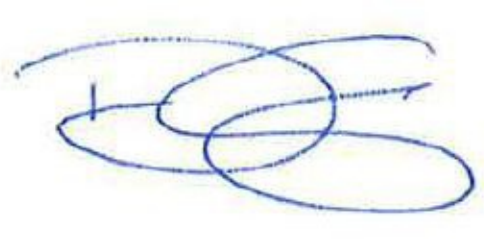
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeremy Knuthson, Construction Inspector

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-347

Notice of Completion

Exhibit A - Vicinity Map

Final Map

RESOLUTION NO. 22-347

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Sierra Vista CFD – Phase 9A PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista CFD – Phase 9A is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of Sierra Vista Federico recorded in Book EE of Maps, Page 6, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Sierra Vista CFD – Phase 9A.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

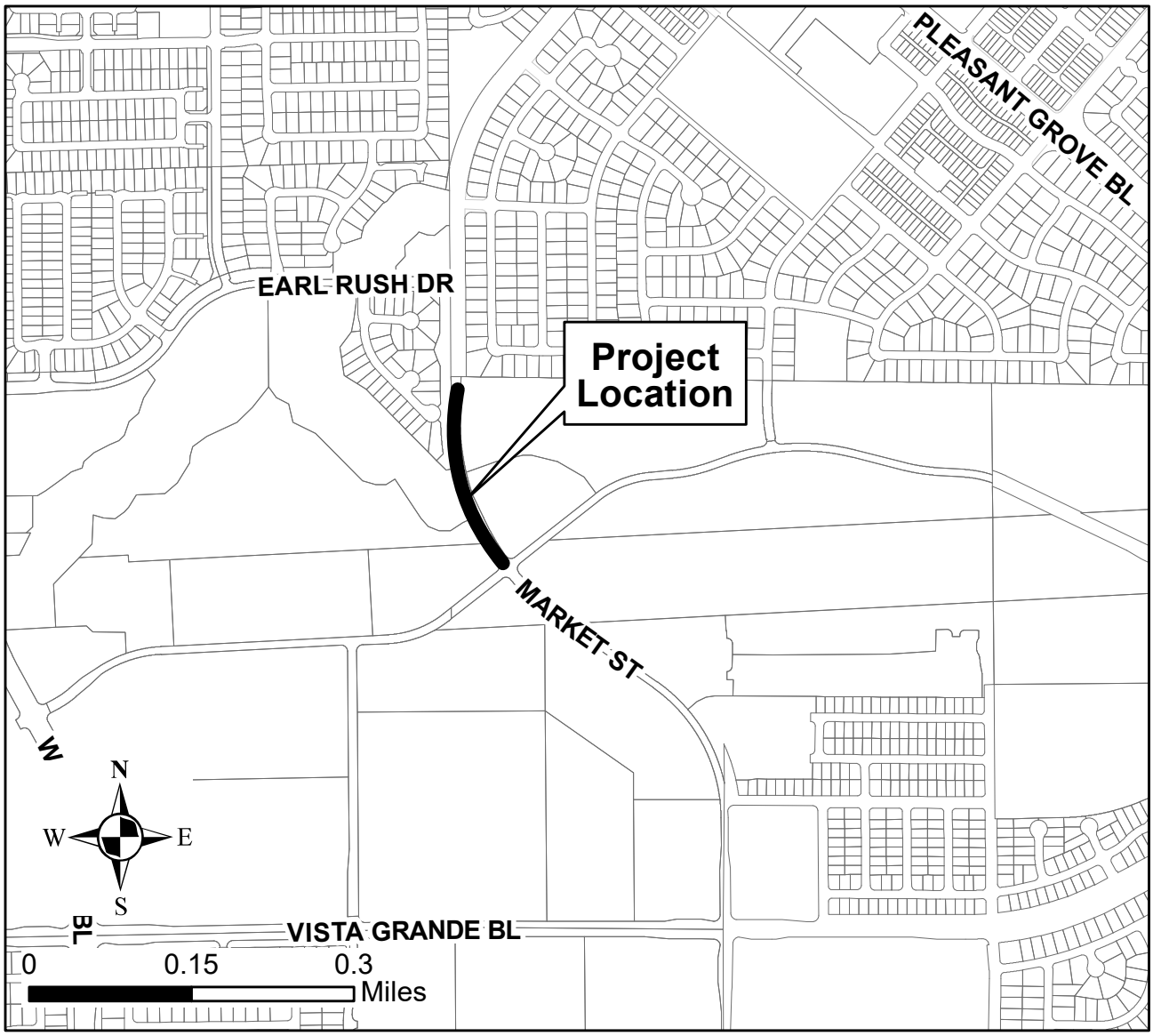
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Sierra Vista CFD
Phase 9A



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC UTILITY EASEMENT (P.U.E.) FOR INSTALLATION AND MAINTENANCE OF WATER, SEWER, GAS PIPES, ELECTROLIERS , TRAFFIC CONTROL APPURTENANCES, AND FOR POLES AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC POWER THAT IS LIMITED BY THIS EASEMENT TO A MAXIMUM OF 13,000 VOLTS, AND TELEVISION AND TELEPHONE SERVICES TOGETHER WITH ALL APPURTENANCES PERTAINING THERETO, ON, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE SIDELINES OF THE RIGHTS OF WAY AND THE LINES DELINEATED P.U.E., LOCATED ON LOT 34.

(C) PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "M.A.E." (MAINTENANCE ACCESS EASEMENT).

(D) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

(E) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SANTUCCI BOULEVARD, VISTA GRANDE BOULEVARD, WESTBROOK BOULEVARD, BRANSTON DRIVE, FEDERICO DRIVE, SIERRA GLEN DRIVE, SUMMERFAIRE DRIVE, SILVER SPRUCE DRIVE, VISTA PARK DRIVE, MARKET STREET AND THE AREAS SHOWN HEREON AS I.O.D. / R.O.W.

(B) LOT 28 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A FIRE STATION.

(C) LOTS 8, 11, 13, 20, 23, 29, 30, 31, 32, 39 AND 40 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

(D) LOTS 3, 9, 24 AND 33 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK PURPOSES.

(E) LOT 34 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.

(F) LOT 19 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A WATER TREATMENT/ WELL SITE.

(G) LOT 15 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A RECYCLING CENTER.

FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP
BY: THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
TRUSTEE OF THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST, AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
GENERAL PARTNER

SEE SHEET 2 FOR ADDITIONAL OWNER'S SIGNATURES

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Fresno

ON December 21, 2017 BEFORE ME, Pauline J. Moore, Notary Public,

PERSONALLY APPEARED Leonard A. Federico

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) (IS) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT (HE)/SHE/THEY EXECUTED THE SAME IN (HIS)/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY (HIS)/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal.

Pauline J Moore — Pauline J. Moore
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Fresno COUNTY

MY COMMISSION EXPIRES: July 31, 2019 MY COMMISSION NUMBER: 2118207

PAULINE J. MOORE
Commission # 2118207
Notary Public - California
Fresno County
My Comm. Expires Jul 31, 2019

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 15, 19 & 28 AS DEDICATED TO THE CITY ON THE MAP OF SUBDIVISION NO. PL15-0192, SIERRA VISTA FEDERICO LARGE LOT SUBDIVISION, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: FEDERICO / TYLER FAMILY LIMITED PARTNERSHIP
A CALIFORNIA LIMITED PARTNERSHIP

ADDRESS: 2144 SHEILAH WAY
SACRAMENTO, CA 95822

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND WESTPARK SIERRA VISTA LLC, IN NOVEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

_____
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2019

DATE: 12/14/17

LICENSED LAND SURVEYOR
CRAIG E. SPIESS
12/31/19
No. 7944
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: 1/10/18
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: 1/10/18
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-19
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION AND EASEMENT LISTED HEREON WITHIN NOTE 5 ON SHEET 4.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: 01 11 18 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 16th DAY OF February, 2018, AT 9:36 A.M. IN BOOK EE OF MAPS, AT PAGE 6, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2018-0010061
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: $ 149.00
DEPUTY

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

OWNER'S STATEMENT CONTINUED

BY: Anna J. Starks
ANNA J. STARKS,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED ANNA J. STARKS
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal.

Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Janet M Wright
JANET M. WRIGHT,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN. 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED JANET M. WRIGHT
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal

Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Gary J. Federico
GARY J. FEDERICO,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED GARY J. FEDERICO
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal.

Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

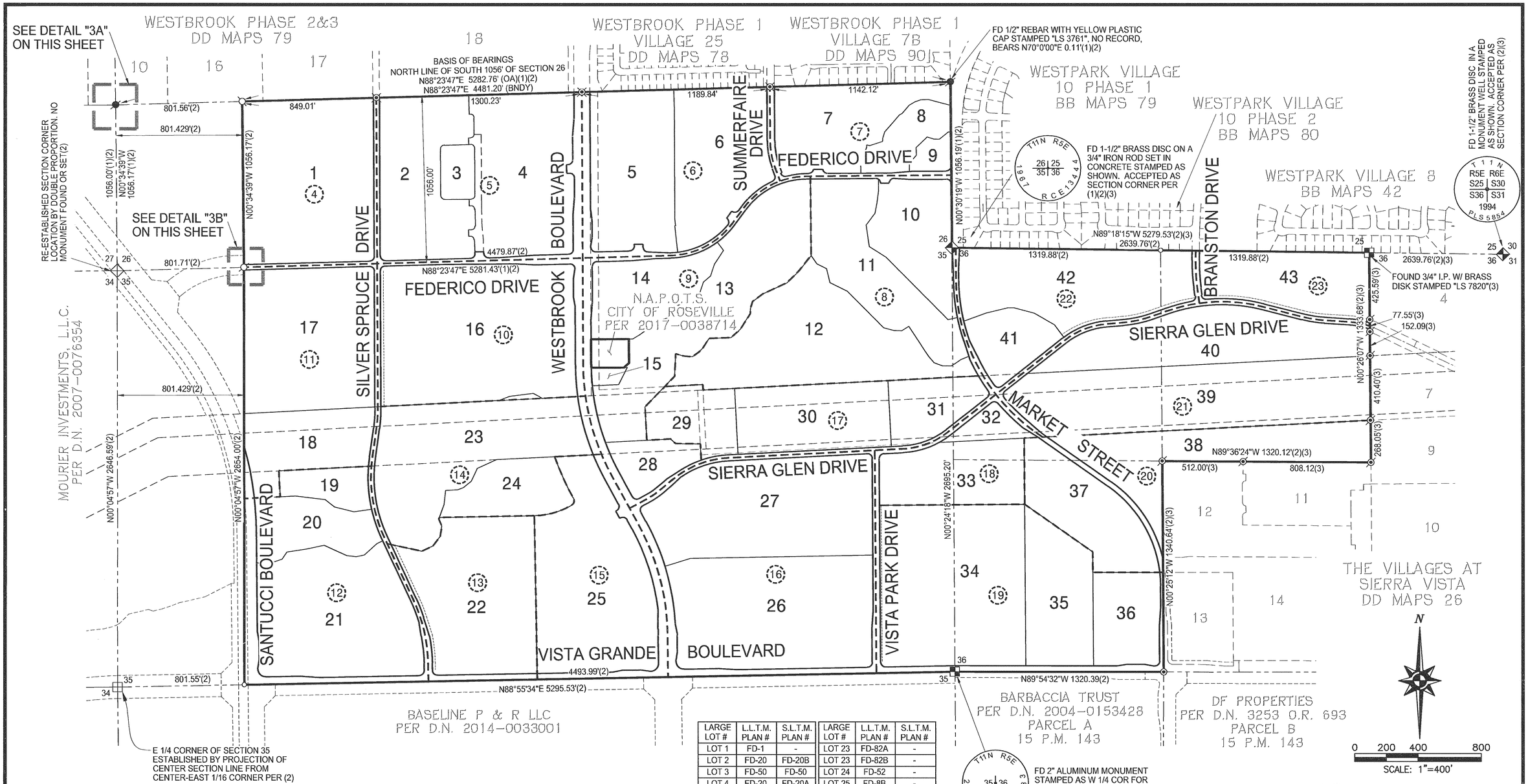
SUBDIVISION NO. PL15-0192

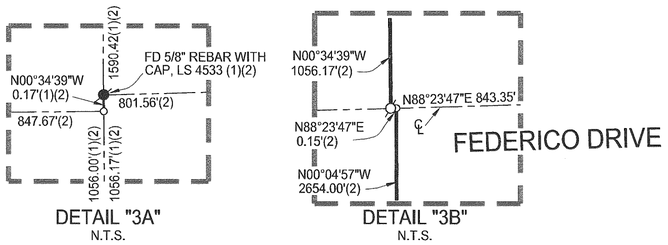
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JANUARY 2018

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ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189





LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
LOT 1	FD-1	-
LOT 2	FD-20	FD-20B
LOT 3	FD-50	FD-50
LOT 4	FD-20	FD-20A
LOT 5	FD-22	FD-22A
LOT 6	FD-22	FD-22B
LOT 7	FD-3	-
LOT 8	FD-83	-
LOT 9	FD-51	-
LOT 10	FD-4	-
LOT 11	FD-84B	-
LOT 12	FD-5	-
LOT 13	FD-84A	-
LOT 14	FD-60	FD-34
LOT 15	FD-62	-
LOT 16	FD-21	-
LOT 17	FD-2	-
LOT 18	FD-40	-
LOT 19	FD-63	-
LOT 20	FD-80	-
LOT 21	FD-23	-
LOT 22	FD-8A	-

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
LOT 23	FD-82A	-
LOT 23	FD-82B	-
LOT 24	FD-52	-
LOT 25	FD-8B	-
LOT 26	FD-10	-
LOT 27	FD-9	-
LOT 28	FD-64	-
LOT 29	FD-85A	-
LOT 30	FD-85B	-
LOT 31	FD-85C	-
LOT 32	FD-86	-
LOT 33	FD-53	-
LOT 34	FD-65	-
LOT 35	FD-33	-
LOT 36	FD-41	-
LOT 37	FD-32	-
LOT 38	FD-24	-
LOT 39	FD-88B	-
LOT 40	FD-88A	-
LOT 41	FD-87A	-
LOT 42	FD-6	-
LOT 43	FD-7	-

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

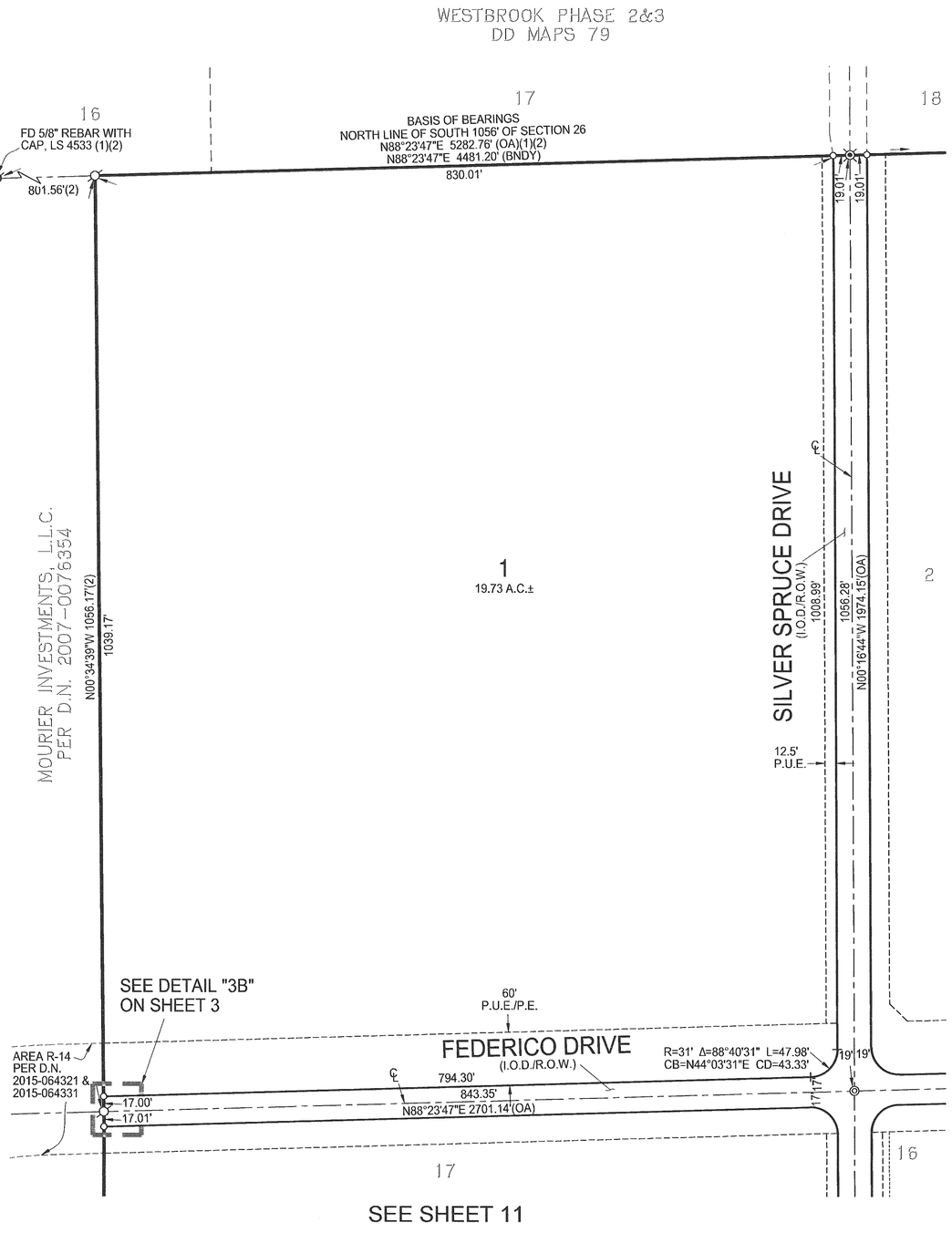
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CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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LEGEND

◆	FOUND SECTION CORNER AS NOTED
⊕	SECTION CORNER, NO MONUMENT FOUND OR SET
■	FOUND QUARTER SECTION CORNER AS NOTED
⊞	QUARTER SECTION CORNER, NO MONUMENT FOUND OR SET
●	FOUND MONUMENT AS NOTED
◉	FOUND 2" DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL.(3)
⊗	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
⊙	FOUND 3/4" IRON PIPE W/ BRASS DISC STAMPED "LS 7820"(3)
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
○	SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"
o	DIMENSION POINT (NOTHING FOUND OR SET)
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
℄	CENTERLINE
D.N.	DOCUMENT NUMBER
E.E.	ELECTRICAL EASEMENT
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
M.A.E.	MAINTENANCE ACCESS EASEMENT
NAPOTS	NOT A PART OF THIS SURVEY
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
S.L.T.M.	SMALL LOT TENTATIVE MAP
S.M.U.D.	SACRAMENTO MUNICIPAL UTILITY DISTRICT
L.L.T.M.	LARGE LOT TENTATIVE MAP
( )	DENOTES RECORD INFORMATION
(1)	SHEET INDEX

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
2. TOTAL AREA FOR THIS SUBDIVISION IS 505.05± ACRES, CONSISTING OF 43 LARGE LOTS.
3. THE EASEMENT FOR TEMPORARY INGRESS / EGRESS EASEMENT GRANTED TO FRANK T. CHAN, TRUST OF THE FRANK T. CHAN FAMILY TRUST U/A DATED DECEMBER 8, 2003, ET AL, IN DEED RECORDED AUGUST 13, 2015, AS INSTRUMENT NO. 2015-0070559, OFFICIAL RECORDS OF PLACER COUNTY IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
4. THE CITY WILL NOT BE MAINTAINING LANDSCAPING ON LOTS 14, 34 & 37 SHOWN HEREON.
5. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   - A. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - B. AREA O-7, O-8, O-9, O-10, O-11, O-12 AND O-13 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - C. AREA PQP-2, PQP-3, PQP-4 AND PQP-5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - D. AREA E-6, E-7, E-8, E-12, E-17 AND E-19 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
   - E. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
   - F. A PORTION OF THAT CERTAIN DRAINAGE EASEMENT SHOWN AS SHOWN PARCEL 2 AND DESCRIBED IN EXHIBIT "B-1 AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 14, 2006 IN DOCUMENT NO. 2006-0122389, OFFICIAL RECORDS PLACER COUNTY, NOT SHOWN WITHIN LOT 7.

BASIS OF BEARINGS:

THE BEARING N 88°23'47" E, BEING THE NORTH LINE OF THE SOUTH 1056.00' OF SECTION 26 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) CC MAPS 85
(2) 22 R.S. 135
(3) DD MAPS 26
(4) DOC. NO. 2017-0038714

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

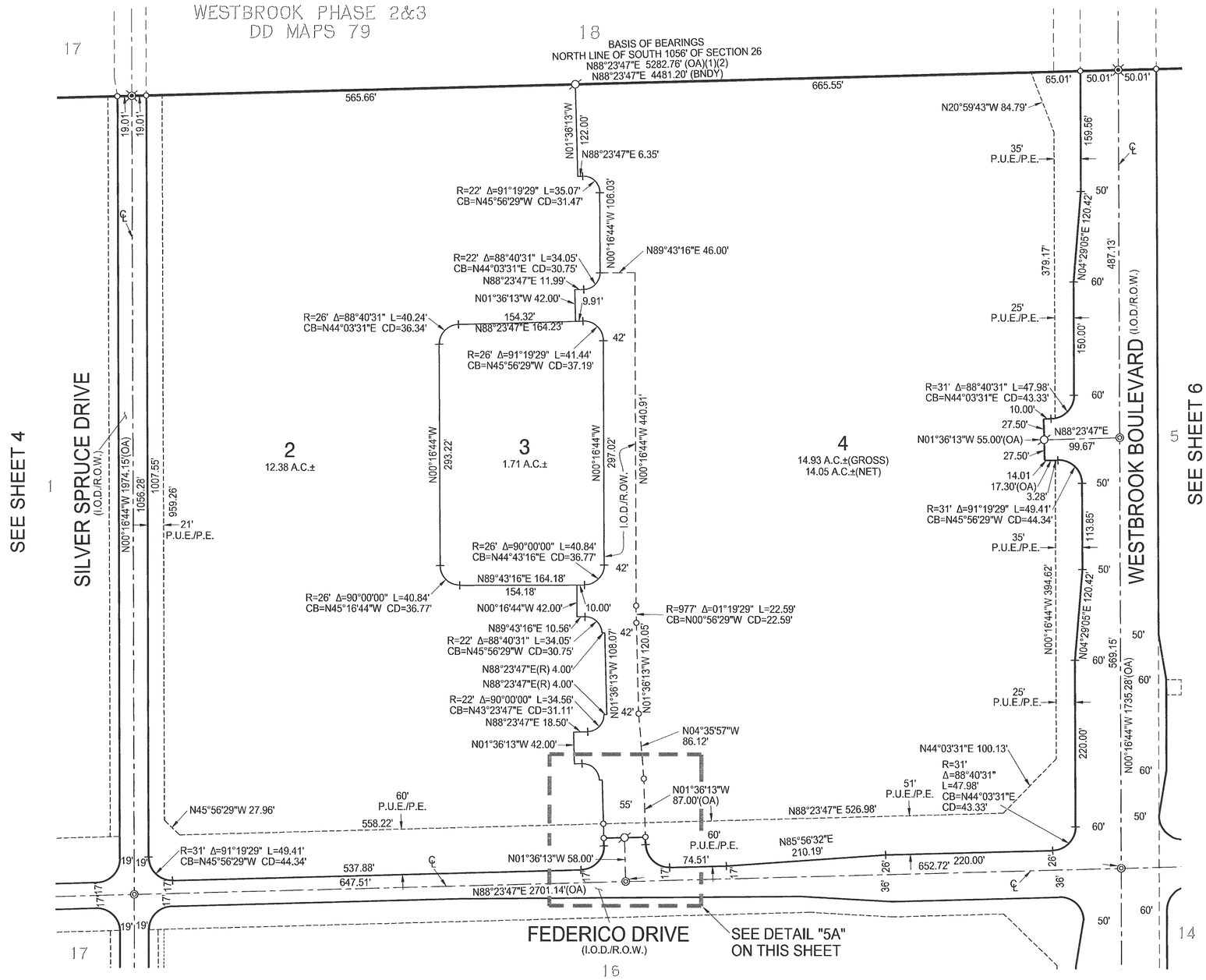
SUBDIVISION NO. PL15-0192

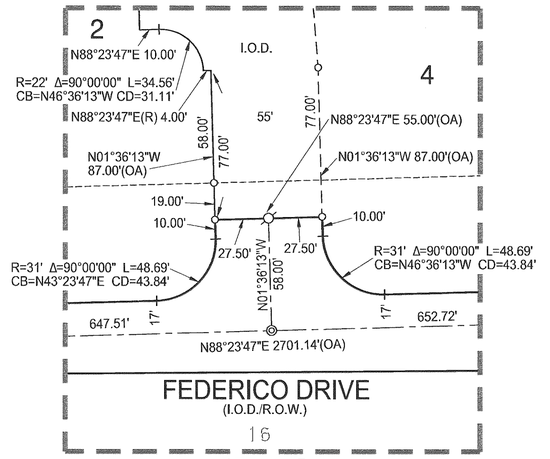
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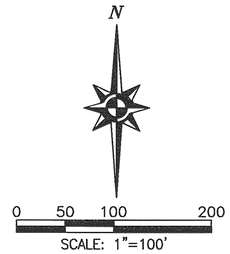
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JANUARY 2018





DETAIL "5A"
N.T.S.



FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

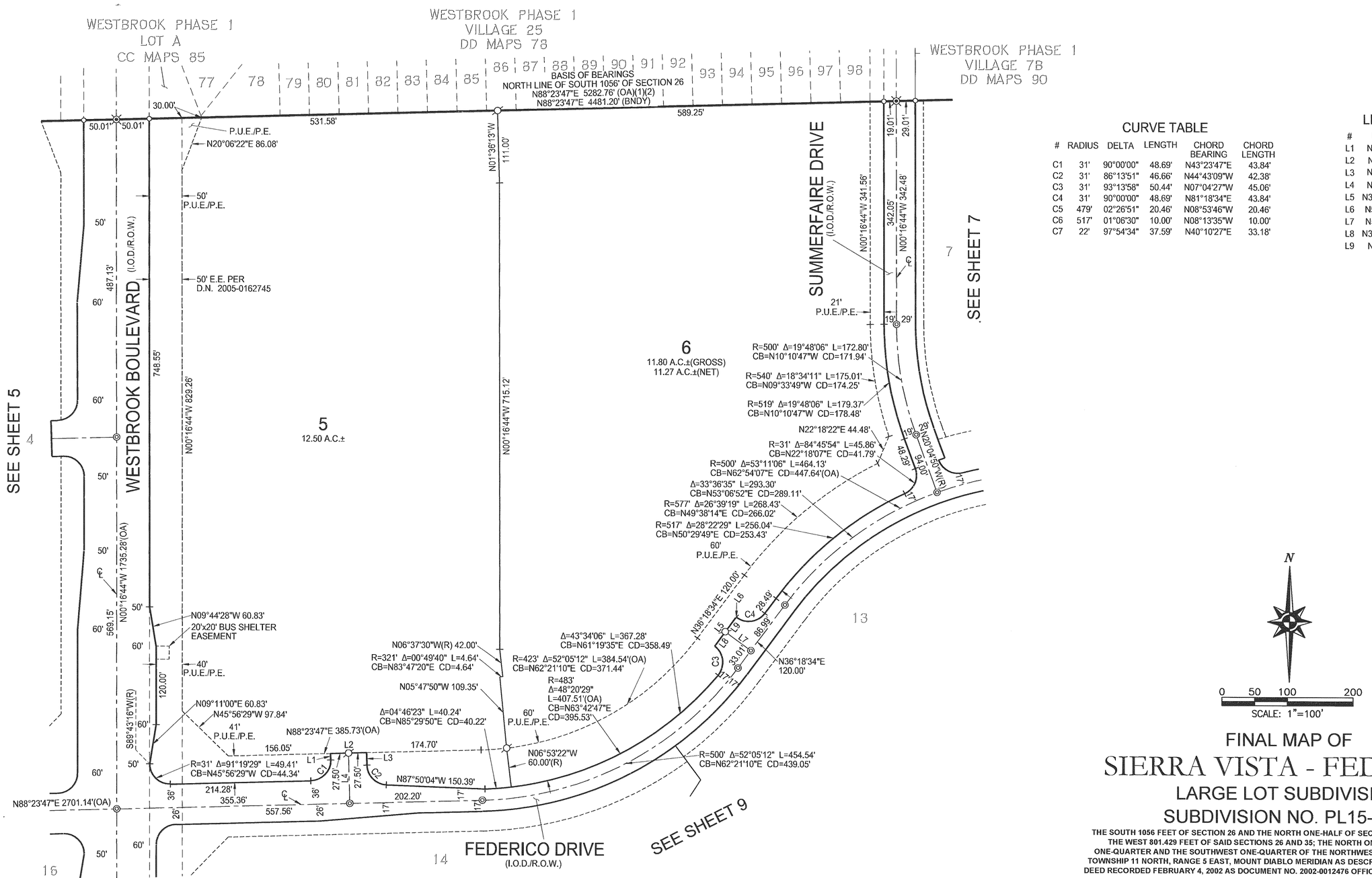
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CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N43°23'47"E	43.84'
C2	31'	86°13'51"	46.66'	N44°43'09"W	42.38'
C3	31'	93°13'58"	50.44'	N07°04'27"W	45.06'
C4	31'	90°00'00"	48.69'	N81°18'34"E	43.84'
C5	479'	02°26'51"	20.46'	N08°53'46"W	20.46'
C6	517'	01°06'30"	10.00'	N08°13'35"W	10.00'
C7	22'	97°54'34"	37.59'	N40°10'27"E	33.18'

LINE TABLE

#	BEARING	LENGTH
L1	N01°36'13"W	10.00'
L2	N88°23'47"E	55.00'
L3	N01°36'13"W	19.16'
L4	N01°36'13"W	77.00'
L5	N36°18'34"E(R)	55.00'
L6	N53°41'26"W	0.72'
L7	N53°41'26"W	48.72'
L8	N36°18'34"E(R)	29.50'
L9	N36°18'34"E	29.50'

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

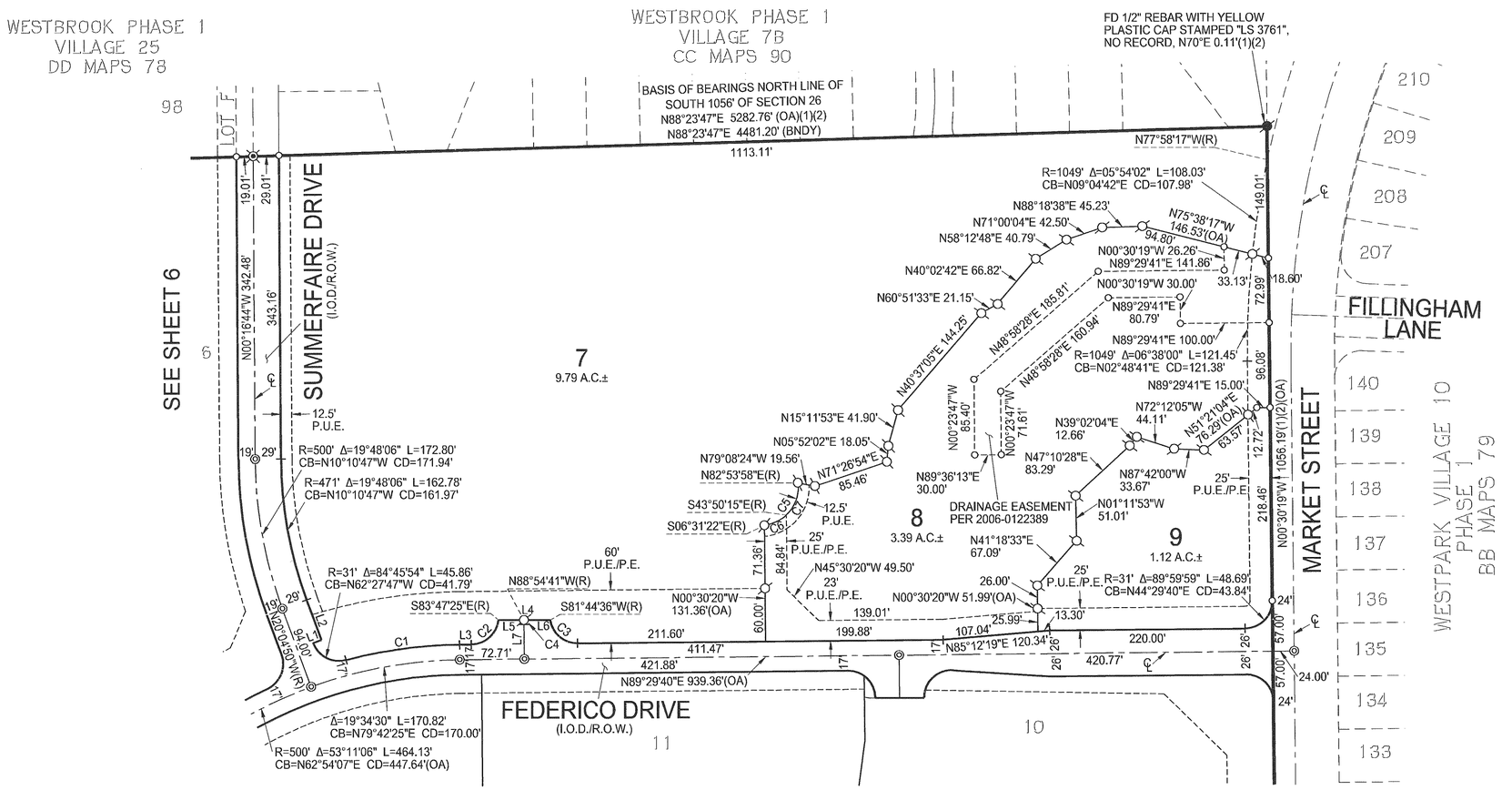
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SEE SHEET 9

SEE SHEET 8

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	517'	14°20'24"	129.40'	N82°19'28"E	129.06'
C2	31'	83°17'05"	45.06'	N47°51'07"E	41.20'
C3	31'	82°14'56"	44.50'	N49°22'52"W	40.78'
C4	250'	00°34'59"	2.54'	N00°47'50"W	2.54'
C5	43'	90°34'40"	67.98'	N38°11'18"E	61.12'
C6	43'	37°18'53"	28.00'	N64°49'12"E	27.51'
C7	43'	53°15'48"	39.97'	N19°31'52"E	38.55'

LINE TABLE

#	BEARING	LENGTH
L1	N69°55'10"E(R)	10.00'
L2	N20°04'50"W	48.29'
L3	N89°29'40"E	13.18'
L4	N89°57'30"W	58.20'
L5	N89°57'30"W	28.73'
L6	N89°57'30"W	29.47'
L7	N00°30'20"W	41.56'

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

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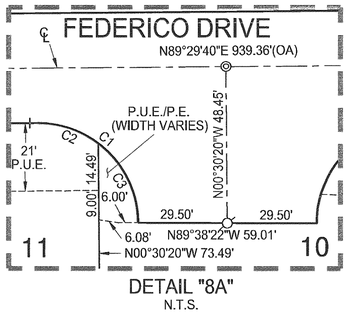
SHEET 8 OF 23 18254.FED

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

N

0 50 100 200

SCALE: 1"=100'



DETAIL "8A"
N.T.S.

SEE SHEET 7

SEE DETAIL "8A" ON THIS SHEET

FEDERICO DRIVE
(I.O.D./R.O.W.)

7 8 9

72.71' 421.88' 436.09' N89°29'40"E 939.36'(OA) 411.61' 420.77' 109.25' 220.00'

N86°12'59"W N88°58'37"W 269.05' N45°30'19"W 98.90'

24.47' 21.00' 21' P.U.E./P.E. N37°17'39"E(R) N00°30'20"W 73.49' N89°43'57"W 55.01'(OA) N89°29'40"E(R) N07°40'29"E 79.19' N10°32'32"E 65.65' N36°33'42"E 93.49' N07°57'44"W 138.02' N57°41'52"W 126.29' N00°30'20"W 488.08' 467.08'

P.U.E./P.E. (WIDTH VARIES)

C1 31' 90°00'00" 48.69' N45°30'20"W 43.84'
C2 31' 37°47'59" 20.45' N71°36'21"W 20.08'
C3 31' 52°12'01" 28.24' N26°36'21"W 27.28'
C4 31' 77°34'05" 41.97' N54°59'59"E 38.84'
C5 31' 16°43'16" 9.05' N07°51'18"E 9.01'
C6 31' 94°17'21" 51.02' N46°38'20"E 45.45'

L1 N00°30'20"W 48.37'
L2 N89°38'22"W 27.50
L3 N89°38'22"W 27.50

R=31' Δ=90°00'01" L=48.69' CB=N45°30'21"W CD=43.84'

N00°30'19"W 1056.19'(1)(2)(OA) N00°30'19"W 463.16' 405.66' 554.09'

10
7.70 A.C.±

53' P.U.E./P.E.

WESTPARK VILLAGE 10 PHASE 1 BB MAPS 79

136 135 134 133 132 131 130 129 128

FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)

T11N R5E 26 25 35 36 1967 RCE 13444

N89°18'15"W 2639.76(BNDY)

24.01' 23.98' 26' 25 35 36

RE-SET WITH MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:

T11N R5E 26 25 35 36 2017 RP LS 7344

N03°10'05"W 150.67' N00°30'19"W 207.94' 57.93' 17 17

42

60' P.U.E./P.E.

Δ=11°11'46" L=237.81' CB=N06°06'12"W CD=237.44'

MARKET STREET (I.O.D./R.O.W.)

SEE SHEET 22

N44°39'27"W 556.60'

R=1217' Δ=19°36'36" L=416.53'(OA) CB=N10°18'37"W CD=414.50'

N78°17'55"E(R) 60.00'

41

Δ=08°24'49" L=178.71' CB=N15°54'30"W CD=178.55'

23' P.U.E./P.E.

S69°53'05"W(R) 17 17

77.67' N17°42'11"W 105.66'(OA) N66°14'46"E 54.27' 27.99' 26' 26'

R=1200' Δ=54°20'44" L=1138.21' CB=N27°40'41"W CD=1096.02'(OA)

N40°51'50"W 53.28' N57°05'51"E 72.52'

N69°26'38"W 56.45' N90°00'00"E 55.43' S64°56'43"W(R) 51' P.U.E./P.E. Δ=05°12'05" L=111.30' CB=N27°39'20"W CD=111.26'

57.09' S59°44'38"W(R) R=1226' Δ=10°30'00" L=224.67' CB=N30°18'17"W CD=224.36'(OA)

515.01'

N33°30'04"W 228.85'

N75°04'19"W 66.62' N88°11'43"W 50.25' N57°51'26"E 51.88'

12
17.51 A.C.±

11
10.92 A.C.±

N35°04'49"W 63.75' N38°29'54"E 129.05' N63°28'49"W 67.96' N13°10'51"W 92.70' N64°13'33"W 123.20' N44°32'47"W 326.51'

N45°28'48"E 102.71' N65°04'39"E 164.95' N53°33'38"E 83.61' N16°50'56"E 46.67' N01°52'29"E 33.45' N32°20'52"E 115.87' N47°36'55"E 79.73' N88°03'55"E 139.31' N32°24'38"E 71.33' N42°26'21"E 31.08' N54°17'35"E 57.31' N85°30'27"W 55.68' N73°48'43"W 52.11'

13

SEE SHEET 9

SEE SHEET 9

35' E.E. PER D.N. 2005-0162745

N43°39'58"E 270.37'(OA) N02°37'38"E 143.41' 89.82' N87°02'25"E 240.13' N02°57'35"W 35.00'

29

35' E.E. PER D.N. 2005-0162745

30

N87°02'25"E 1743.05'

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

31

SEE SHEET 17

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1450'	04°32'23"	114.89'	N03°20'10"W	114.86'
C2	1450'	02°29'20"	62.99'	N06°51'01"W	62.98'
C3	1450'	04°59'06"	126.16'	N10°35'14"W	126.12'
C4	1450'	07°07'32"	180.33'	N16°38'33"W	180.21'
C5	1450'	03°07'37"	79.14'	N21°46'08"W	79.13'
C6	1450'	05°14'48"	132.78'	N25°57'21"W	132.73'
C7	1450'	14°35'58"	369.47'	N12°54'20"W	368.48'

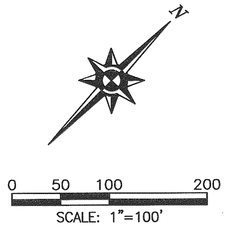
SEE SHEET 10
SEE SHEET 14
SEE SHEET 15
SEE SHEET 6
SEE SHEET 7
SEE SHEET 17
SEE SHEET 8
SEE SHEET 8

WESTBROOK BOULEVARD (I.O.D./R.O.W.)
FEDERICO DRIVE (I.O.D./R.O.W.)
SUMMERFAIRE DRIVE (I.O.D./R.O.W.)
SIERRA GLEN DRIVE (I.O.D./R.O.W.)

N.A.P.O.T.S.
CITY OF ROSEVILLE
PER D.N. 2017-0038714

14 — 7.04 A.C.±
15 — 21,943 S.F.±
13 — 16.28 A.C.±
28 — 3.19 A.C.±
29

50' E.E. PER D.N. 2005-0162745
35' E.E. PER D.N. 2005-0162745
50' P.U.E./P.E. SEE NOTE 4 ON SHEET 4
30' P.U.E./P.E. SEE NOTE 4 ON SHEET 4
40' P.U.E./P.E.
21' P.U.E./P.E.
50' P.U.E./P.E.
50' P.U.E. / L.S.E.(4)
125' SMUD EASEMENT PER D.N. 935 O.R. 29
250' TOWER EASEMENT PER D.N. 612 O.R. 534



FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

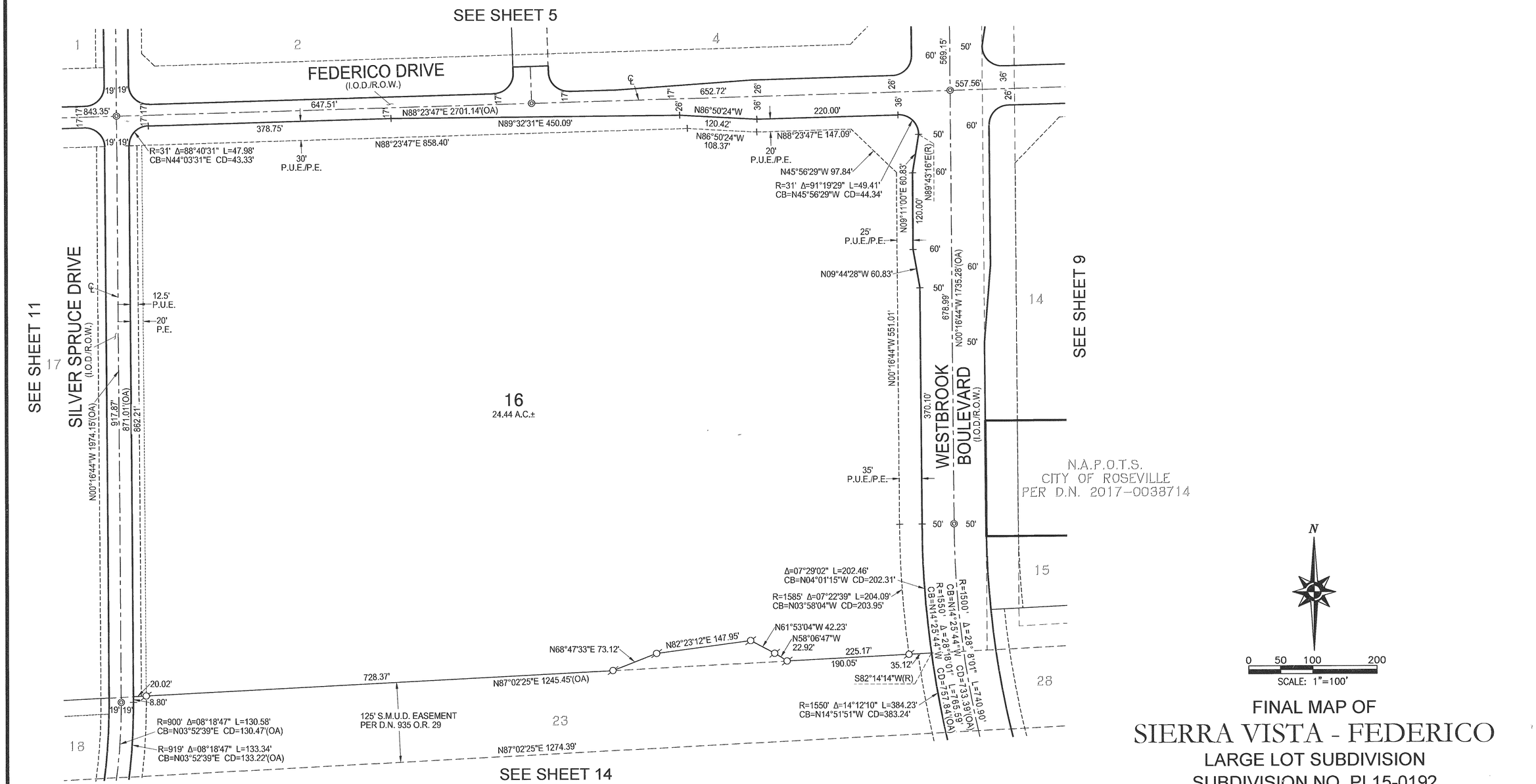
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

BOOK EE OF MAPS, PAGE 6

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 4

AREA R-14 PER DOC. No. 2015-064321 & 2015-064331

17.00'
17.01'

843.35'
N88°23'47"E 2701.14'(OA)
792.68'

30' P.U.E./P.E.

FEDERICO DRIVE
(I.O.D./R.O.W.)

R=31' Δ=91°19'29" L=49.41'
CB=N45°56'29"W CD=44.34'

MOURIER INVESTMENTS, L.L.C.
PER 2007-0076354

913.09'

17
17.12 A.C.±

12.5' P.U.E.

861.68'
917.87'
N00°16'44"W 1974.15'(OA)

SILVER SPRUCE DRIVE
(I.O.D./R.O.W.)

SEE SHEET 10

AREA E-19 PER D.N. 2015-064331

815.71'
N87°02'25"E 828.22'(OA)

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

25' P.U.E.

R=881' Δ=08°18'47" L=127.82'
CB=N03°52'39"E CD=127.71'

R=900' Δ=08°18'47" L=130.58'
CB=N03°52'39"E CD=130.47'

12.51'
7.02'

AREA E-6 PER D.N. 2015-064331

207.99'

N87°02'25"E

12.5' P.U.E.

188.12'
N08°02'03"E 188.12'

AREA R-1 PER D.N. 2015-064321 & D.N. 2015-064331

N74°18'22"E(R)

250' USA EASEMENT PER D.N. 612 O.R. 534

18
7.55 A.C.±

Δ=03°34'13" L=57.27'
CB=N06°14'56"E CD=57.26'

R=900' Δ=32°59'30" L=518.23'
CB=N08°27'42"W CD=511.10'(OA)

554.06'
N87°02'25"E 566.66'(OA)

N85°32'10"W(R)

12.60'

SEE SHEET 14

C1
C2
C3

309.89'

N00°04'57"W 2654.00'(2)(OA)

40' P.U.E./P.E.

R=2061'
Δ=15°03'24"
L=541.61'
CB=N08°09'56"W
CD=540.05'(OA)

N02°57'35"W 165.00'

R=919' Δ=32°59'30" L=529.17'
CB=N08°27'42"W CD=521.89'(OA)

SANTUCCI BOULEVARD
(I.O.D./R.O.W.)

N82°53'18"E(R)

61'

40.07'

124.29'

N87°02'25"E 260.78'(OA)

N83°38'45"E(R)

R=2000' Δ=06°28'29" L=226.01'
CB=N03°52'28"W CD=225.89'(OA)

SEE SHEET 12

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'
C2	2061'	04°43'44"	170.10'	N13°19'46"W	170.05'
C3	2061'	09°20'23"	335.96'	N11°01'26"W	335.59'

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

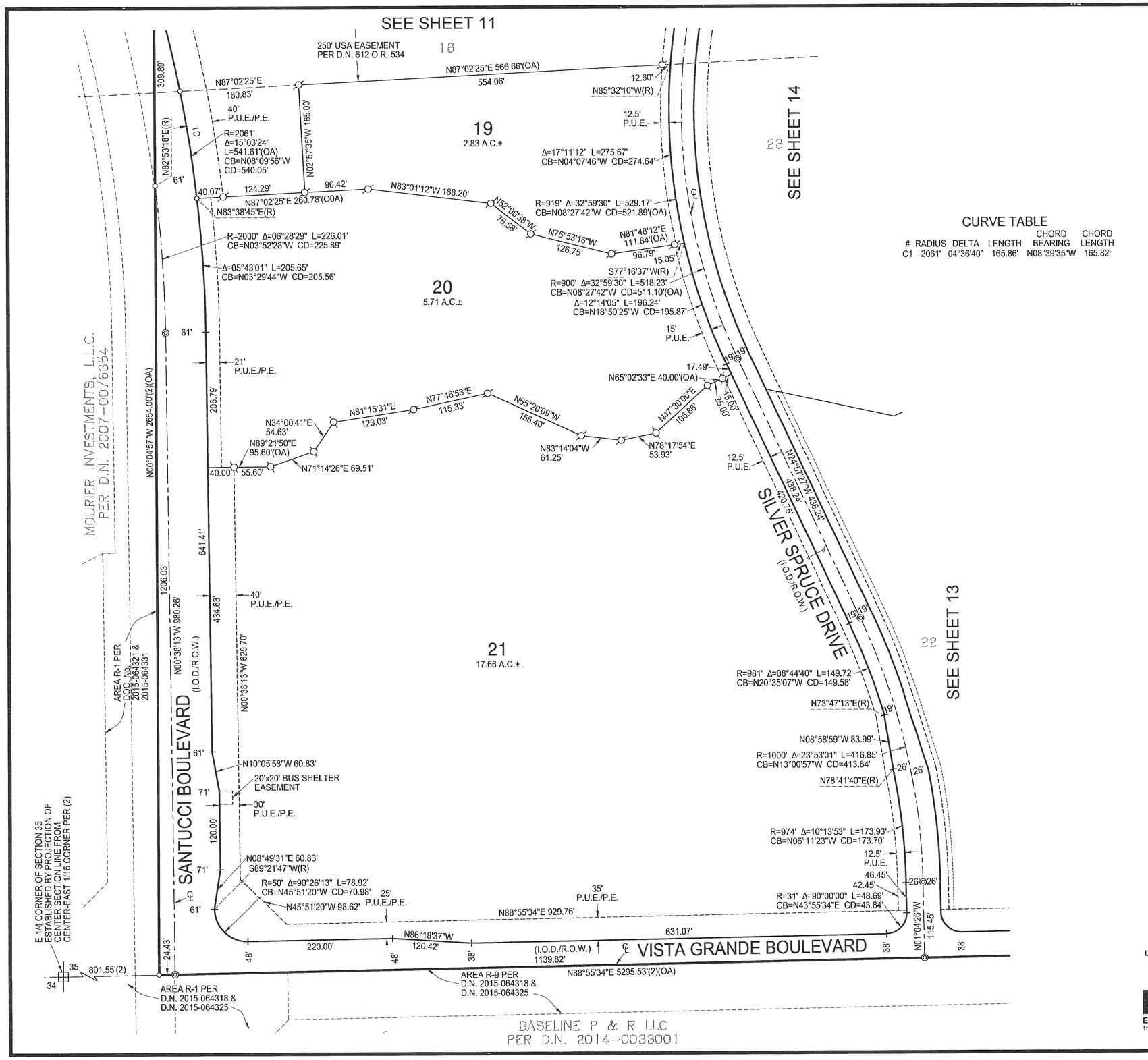
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JANUARY 2018

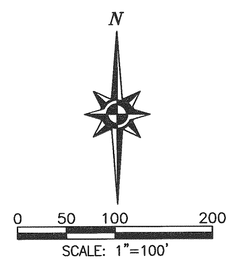
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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'



FINAL MAP OF SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

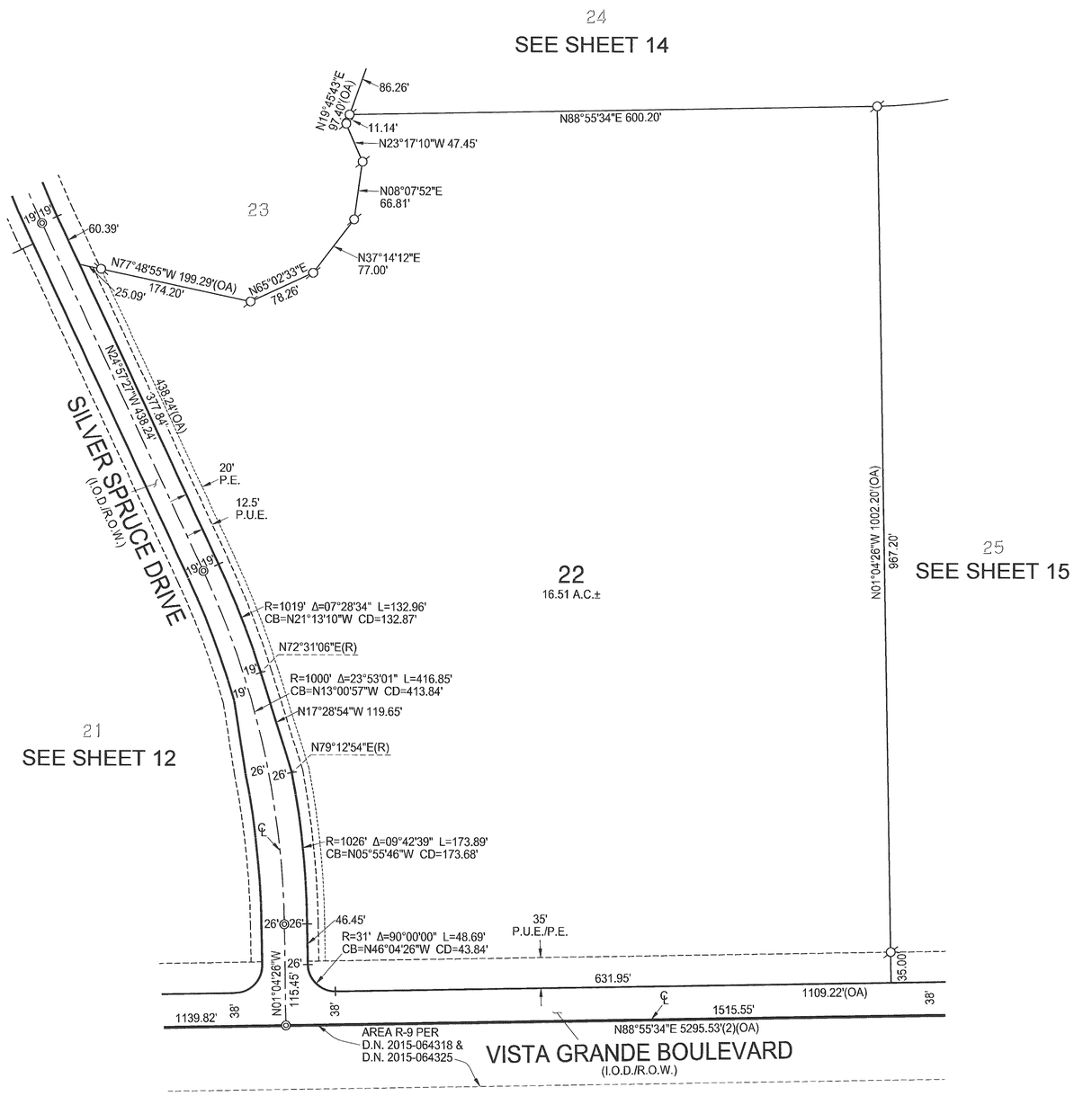
SUBDIVISION NO. PL15-0192

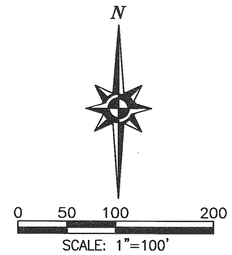
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FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

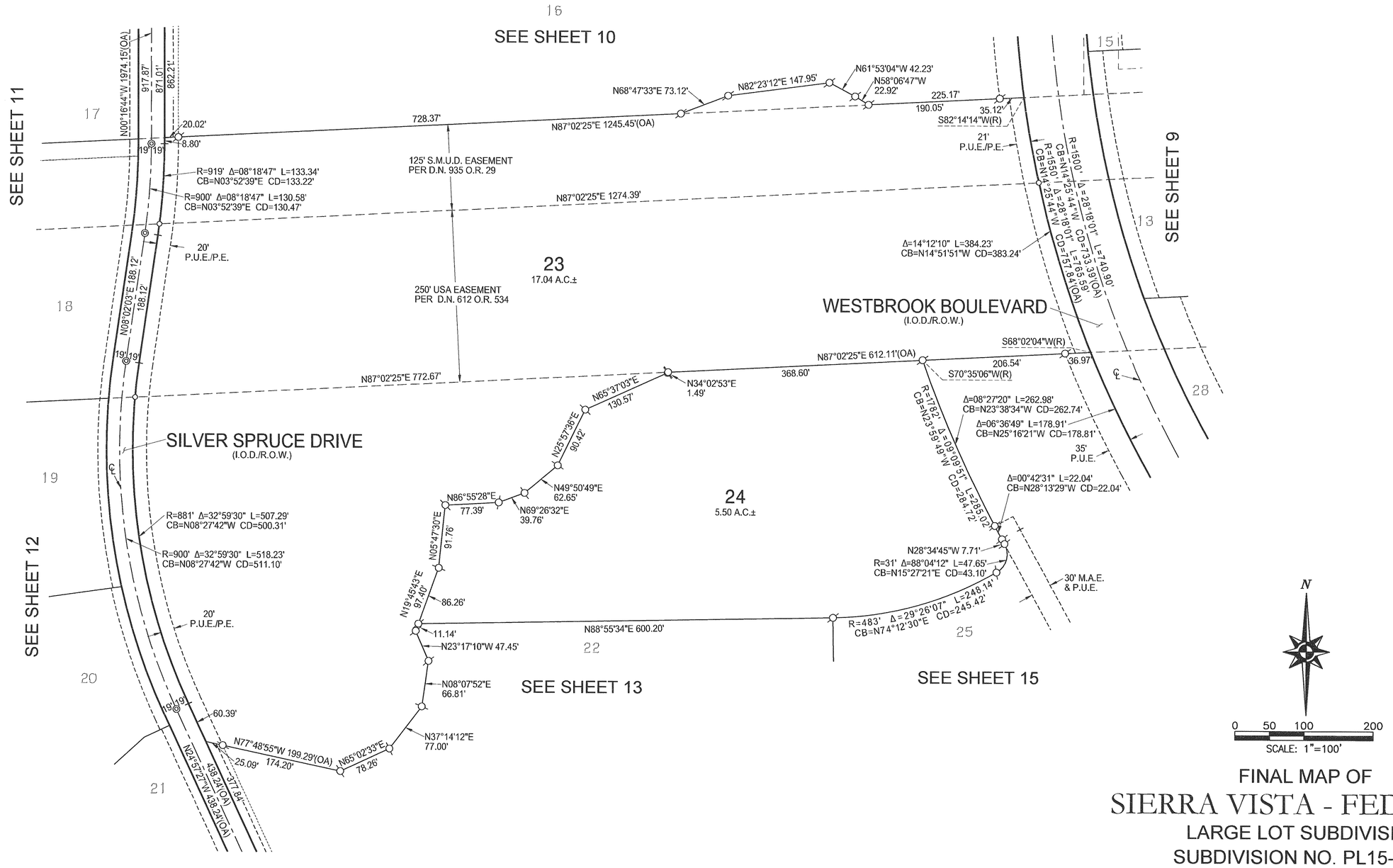
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0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

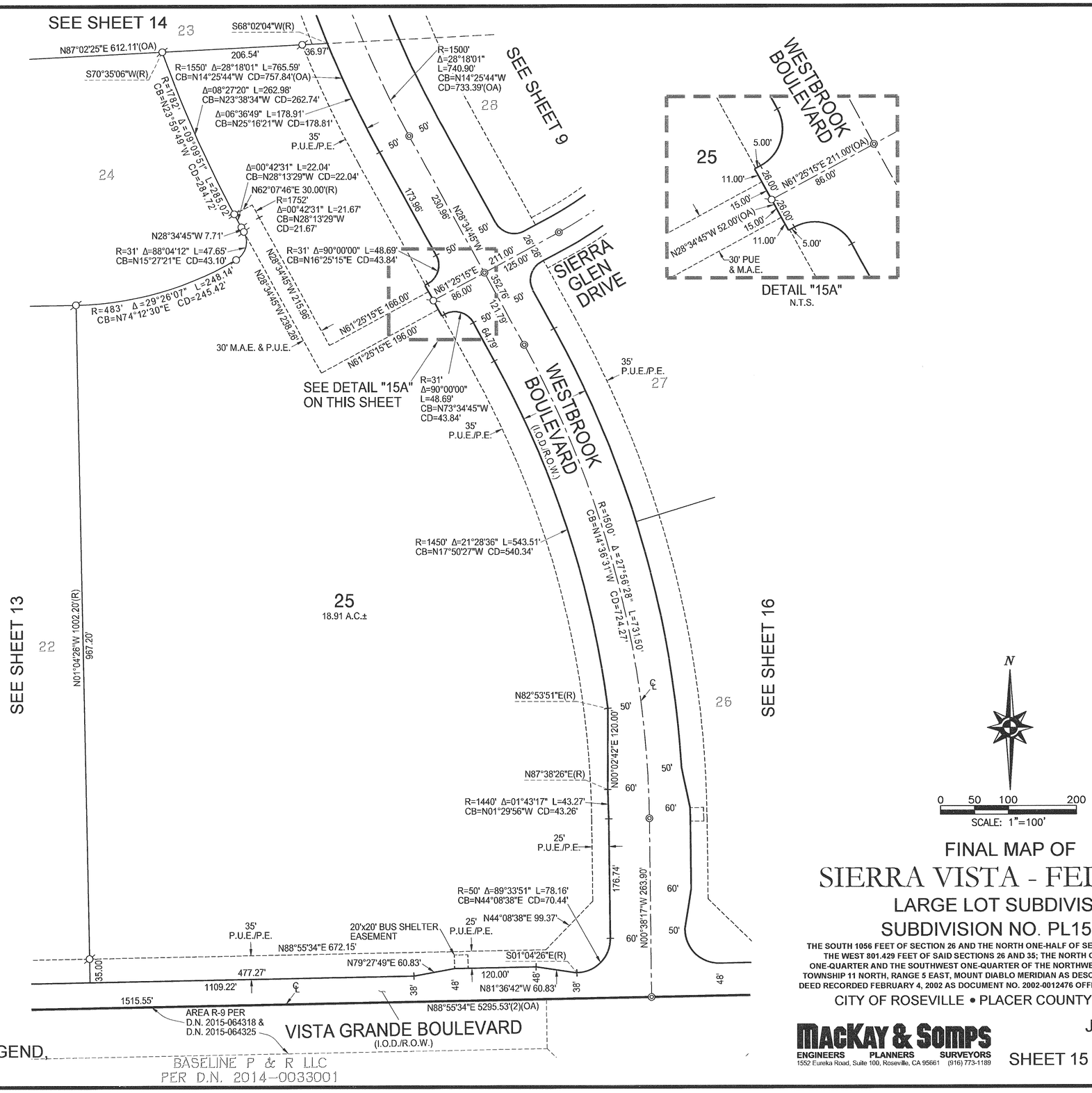
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JANUARY 2018



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FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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BOOK EE OF MAPS, PAGE 6

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 17

SEE SHEET 9

SEE SHEET 18

SEE SHEET 19

SEE SHEET 15

SEE SHEET 25

SEE SHEET 33

SEE SHEET 34

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

WESTBROOK BOULEVARD
(I.O.D./R.O.W.)

VISTA PARK DRIVE
(I.O.D./R.O.W.)

VISTA GRANDE BOULEVARD
(I.O.D./R.O.W.)

27
19.23 A.C.±

26
20.46 A.C.±

N87°02'25"E 1106.51'(OA)
927.46'
877.18'

R=600' Δ=36°59'07" L=387.31'
CB=N68°32'51"E CD=380.62'

R=581' Δ=31°36'19" L=320.49'
CB=N71°14'15"E CD=316.44'

R=31' Δ=92°33'17" L=50.08'
CB=N46°40'57"W CD=44.81'

N34°33'54"W(R)
N47°03'37"E 85.00'
N50°03'17"E 102.79'

R=526' Δ=11°21'58" L=104.35'
CB=N55°44'16"E CD=104.17'
R=500' Δ=11°21'58" L=99.19'
CB=N55°44'16"E CD=99.03'

R=31' Δ=90°00'00" L=48.69'
CB=N16°25'15"E CD=43.84'

N28°34'45"W 250.96'
N61°25'15"E 86.00'
211.00'
125.00'
352.76'(OA)
121.79'
64.79'
44.00'

35'
P.U.E./P.E.

Δ=11°28'49" L=310.57'
CB=N22°50'20"W CD=310.05'

R=1500' Δ=27°56'28" L=731.50'
CB=N14°36'31"W CD=724.27'

N72°54'04"E(R) 169.56'(OA)
134.56'
35.00'

N88°55'34"E 1154.21'(OA)
1141.71'

R=1550' Δ=25°10'22" L=680.99'(OA)
CB=N15°59'34"W CD=675.53'

Δ=13°41'33" L=370.42'
CB=N10°15'09"W CD=369.54'

R=1585' Δ=16°27'39" L=455.36'
CB=N08°52'06"W CD=453.80'

N86°35'37"E(R)
N11°42'26"W 61.14'
N88°48'58"E(R)
20'x20' BUS SHELTER EASEMENT
R=1560' Δ=00°32'45" L=14.86'
CB=N00°54'39"W CD=14.86'

N08°49'27"E 60.83'
N00°38'17"W 263.90'
105.14'
25'
P.U.E./P.E.
N00°38'17"W 120.26'

S89°21'43"W(R)
R=50' Δ=90°26'09" L=78.92'
CB=N45°51'22"W CD=70.98'
N45°51'22"W 98.62'

N04°16'21"E 110.37'
N00°24'18"W 1415.68'
613.63'
965.14'
351.51'
220.00'

R=31' Δ=89°19'52" L=48.33'
CB=N44°15'38"E CD=43.58'

N86°18'37"W 120.42'
220.00'
820.31'
1317.25'
1515.55'
496.93'

N88°55'34"E 5295.53'(2)(OA)

AREA R-9 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-2 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-10 PER D.N. 2015-064318 & D.N. 2015-064325

BASELINE P & R LLC
PER D.N. 2014-0033001

12.5' P.U.E.
20' P.U.E./P.E.

N

0 50 100 200
SCALE: 1"=100'

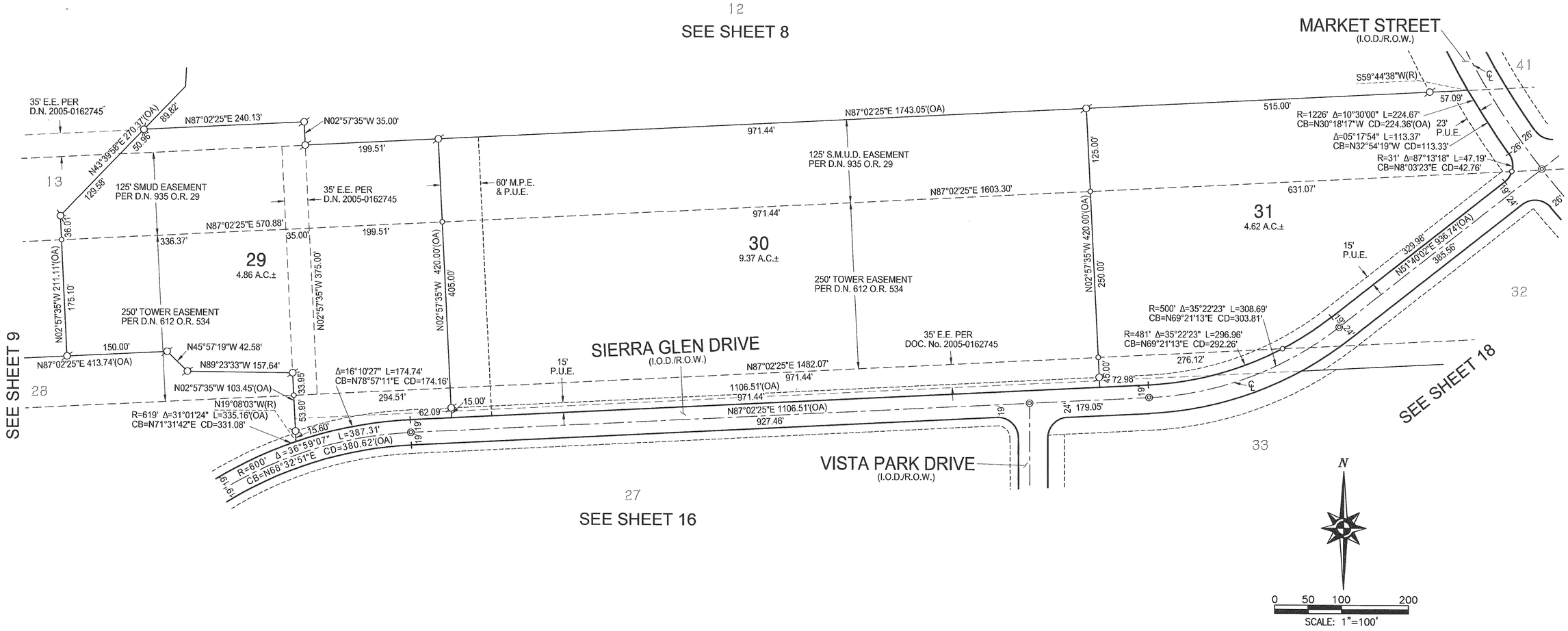
FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

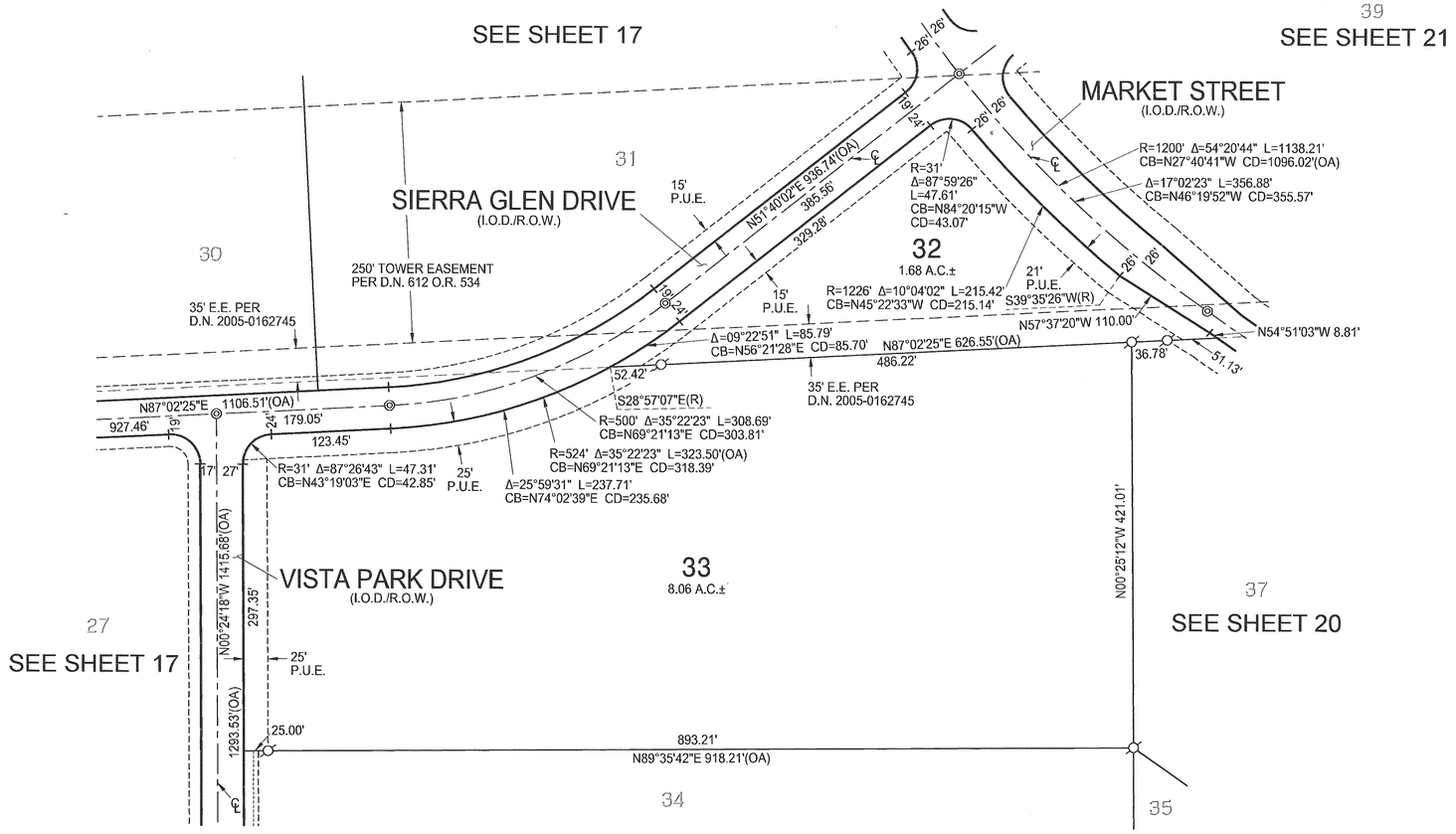
SUBDIVISION NO. PL15-0192

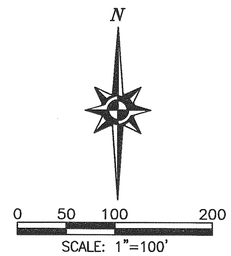
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JANUARY 2018





FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

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SEE SHEET 18

33

25.00'

893.21'

N89°35'42"E 918.21'(OA)

421.01'

N54°51'03"W 525.87'

27

37

SEE SHEET 20

SEE SHEET 16

17' 27'

1293.53'(OA)

12.5' P.U.E.

10' P.E. SEE NOTE 4 ON SHEET 4

N00°24'18"W 1415.68'(OA)

996.18'

34

21.59 A.C.±

N00°25'12"W 1446.95'(OA)

975.94'

129.35'

R=800' Δ=54°25'51" L=760.00'

CB=N27°38'08"W CD=731.74'(OA)

N00°25'12"W 165.80'

391.92'

N89°54'32"W 422.15'(OA)

30.23'

N83°11'08"E(R)

15' P.U.E.

R=783.00' Δ=054°25'51" L=743.85'(OA)

CB=N27°38'08"W CD=716.19'

Δ=06°23'40" L=87.38'

CB=N03°37'02"W CD=87.34'

VISTA PARK DRIVE

(I.O.D./R.O.W.)

MARKET STREET

(I.O.D./R.O.W.)

136.01'

N03°52'09"E 120.34'

1340.64'(2)(3)(OA)

13

DD MAPS 26

26

17'

35

8.59 A.C.±

N00°25'12"W 723.87'(OA)

544.52'

36

5.71 A.C.±

26' P.U.E.

545.52'

N00°25'12"W

220.00'

R=31' Δ=90°30'41" L=48.97'

CB=N44°50'08"E CD=44.04'

27' 27'

VISTA GRANDE BOULEVARD

(I.O.D./R.O.W.)

35' P.U.E.

50' P.U.E.

40' P.U.E.

20'x20' BUS SHELTER EASEMENT

R=31' Δ=90°40'08" L=49.06'

CB=N45°44'22"W CD=44.10'

N80°37'44"E 60.83'

S00°05'28"W(R)

146.74'

120.00'

N80°26'48"W 60.83'

448.66'

427.77'

1023.16'

438.51'

496.93'

1317.25'

N88°55'34"E 5295.53'(2)(OA)

N89°54'32"W 1320.39(2)

38'

48'

50.00'

AREA R-10 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-10 PER D.N. 2015-064323 & D.N. 2015-064333

AREA E-10 PER D.N. 2015-064333

AREA R-3 PER D.N. 2015-064323 & D.N. 2015-064333

BASELINE P & R LLC
PER D.N. 2014-0033001

BARBACCIA TRUST
PER D.N. 2004-0153428
PARCEL A
15 P.M. 143

DF PROPERTIES
PER 32 O.R. 693
PARCEL B
15 P.M. 143

FD 2" ALUMINUM MONUMENT STAMPED AS WEST 1/4 COR FOR SECTION 35 PER(2)

T11N R5E 35 36 2005 RCE 45333

RE-SET WITH MONUMENT WELL STAMPED:

T11N R5E 35 36 2017 LS 7944

N

0 50 100 200

SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JANUARY 2018

SEE SHEET 18

32

33

34

35

36

37
8.74 A.C.±

38
12.06 A.C.±

39

SEE SHEET 21

N87°02'25"E 100.17'

N87°02'25"E

36.78'

51.13'

35.64'

8.81'

97.22'

60'
P.U.E./P.E.

35' E.E. PER
D.N. 2005-0162745

N87°02'25"E 2050.82'(OA)
1953.60'

35' E.E. PER
D.N. 2005-0162745

30'
P.U.E./P.E.
SEE NOTE 4
ON SHEET 4

N54°51'03"W 563.91'
540.17'
548.99'(OA)

MARKET STREET
(I.O.D./R.O.W.)

N00°23'36"E 328.72'

AREA E-20(2)

N00°23'36"E 334.58'

25.00'

100.00'

512.00'(3)

1195.12'

808.12'(3)

N89°36'24"W 1320.12'(2)(3)

268.05'(3)

N00°26'07"W 1333.68'(2)(OA)

9
DD MAPS 26

11
DD MAPS 26

N00°25'12"W 1446.95'(OA)
421.01'

1025.94'

N54°51'03"W 525.87'

R=817'
Δ=42°43'20"
L=609.19'
CB=N33°29'23"W
CD=595.18'

60'
P.U.E./P.E.

629.32'

12
DD MAPS 26

30'
P.U.E./P.E.
SEE NOTE 4
ON SHEET 4

Δ=48°02'12" L=656.46'
CB=N30°49'58"W CD=637.41'

R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'

R=783' Δ=54°25'51" L=743.85'
CB=N27°38'08"W CD=716.19'(OA)

N77°52'16"E(R)

N77°52'16"E(R)(3)(OA)

SEE DETAIL "20A"
ON THIS SHEET

N00°25'12"W 1340.64'(2)(3)(OA)

14
DD MAPS 26

165.80'

N83°11'08"E(R)

391.92'

N89°54'32"W 422.15'(OA)

15'
P.U.E.

N00°25'12"W 723.87'(OA)

129.35'

594.52'

Δ=06°23'40" L=87.38'
CB=N03°37'02"W CD=87.34'

13
DD MAPS 26

SEE SHEET 19

MARKET STREET
(I.O.D./R.O.W.)

629.32'

R=817'
Δ=42°43'20"
L=609.19'
CB=N33°29'23"W
CD=595.18'

R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'(OA)

N77°52'16"E(R)

R=783' Δ=54°25'51" L=743.85'
CB=N27°38'08"W CD=716.19'(OA)

17'

17'

37

N89°54'32"W 422.15'(OA)

30.23'

N83°11'08"E(R)

165.80'

N00°25'12"W 1340.64'(2)(3)(OA)

36

17'

545.52'

DETAIL "20A"
N.T.S.

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

BRANSTON DRIVE
(I.O.D./R.O.W.)

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

MARKET STREET
(I.O.D./R.O.W.)

SEE SHEET 22

SEE SHEET 23

SEE SHEET 18

SEE SHEET 20

SEE SHEET 20

SEE DETAIL "21A" ON THIS SHEET

R=1050' Δ=11°36'41" L=212.79'
CB=N76°22'41"E CD=212.42'

N07°48'59"W
95.49'

R=1050' Δ=22°11'19" L=406.63'
CB=N86°43'20"W CD=404.09'

N70°34'20"E
100.00'
100.00'

R=500' Δ=33°21'12" L=291.06'
CB=N68°20'38"E CD=286.97'

N85°01'14"E
103.90'
103.90'

R=481' Δ=33°21'12" L=280.00'
CB=N68°20'38"E CD=276.07'

R=750' Δ=14°26'53" L=189.13'
CB=N77°47'47"E CD=188.63'

R=769' Δ=14°26'53" L=193.92'
CB=N77°47'47"E CD=193.40'

R=1031' Δ=33°47'59" L=608.21'
CB=N87°28'20"E CD=599.42'

R=1050' Δ=33°47'59" L=619.41'
CB=N87°28'20"E CD=610.47'(OA)

15'
P.U.E.

DRAINAGE EASEMENT
PER DOC. No. 2006-0122389
SEE SHEET 23

N75°37'40"W 256.37'
256.37'

N86°25'23"W 152.38'
152.38'

R=750' Δ=10°47'43" L=141.31'
CB=N81°01'32"W CD=141.10'

R=769' Δ=10°47'43" L=144.89'
CB=N81°01'32"W CD=144.67'

R=481' Δ=16°35'06" L=139.23'
CB=N78°07'50"W CD=138.74'

R=500' Δ=15°46'08" L=137.61'
CB=N78°32'19"W CD=137.17'

40
13.17 A.C.±

39
20.89 A.C.±

38

41

42

43

32

33

37

N87°02'25"E 2169.57'(OA)
2143.66'

125' S.M.U.D. EASEMENT
PER D.N. 935 O.R. 29

N87°02'25"E

250' TOWER EASEMENT
PER D.N. 612 O.R. 534

N87°02'25"E 2050.82'(OA)
1953.60'

35' E.E. PER
D.N. 2005-0162745

N87°02'25"E 100.17'

AREA E-20(2)

N00°23'36"E 328.72'

N00°23'36"E 334.58'

N00°26'07"W 1333.68'(2)(3)

168.15'

125.12'

410.40'(3)

250.24'

35.03'

268.05'(3)

N51°40'02"E 996.74'(OA)
493.57'

311.08'

182.49'

25.91'

R=31' Δ=91°57'33" L=49.75'
CB=N05°41'16"E CD=44.58'

23'
P.U.E.

R=1174' Δ=10°45'09" L=220.32'
CB=N45°40'05"W CD=220.00'

R=1200' Δ=17°02'23" L=356.88'
CB=N46°19'52"W CD=355.57'

S38°57'20"W(R)

N48°48'10"W 110.00'

35.64'

97.22'

532.46'(OA)
496.82'

N54°51'03"W 563.91'

60'
P.U.E./P.E.

26'

25.00'

100.00'

1195.12'(OA)

512.00'(3)

N89°36'24"W 1320.12'(2)(3)(OA)

DETAIL "21A"
N.T.S.

N18°35'35"E(R)

446.70'

425.93'(3)

21.11'

20.14'

N19°20'44"E(R)

20.24'

N20°09'42"E(R)

16.06'

152.09'(3)

N00°26'07"W 1333.68'(2)(3)(OA)

R=500' Δ=06°18'11" L=55.00'
CB=N67°30'10"W CD=54.98'(3)(TIE)

N

0 50 100 200
SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

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FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)

T11N R5E 26|25 35|36 1967 R C E 13444

RE-SET WITH STANDARD MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:

T11N R5E 26|25 35|36 2017 RP L S 7944

WESTPARK VILLAGE 10 PHASE 2 BB MAPS 79

WESTPARK VILLAGE 10 PHASE 2 BB MAPS 80

N89°18'15"W 5279.53'(2)(3)(OA)
N89°18'15"W 2639.76(BNDY)
1471.28'

N00°30'19"W 207.94'
24.01'
23.98'
N02°10'00"E 149.66'
57.94'

30' P.U.E./P.E.

MARKET STREET (I.O.D./R.O.W.)

Δ=12°41'42" L=262.12'
CB=N06°51'10"W CD=261.58'

R=1183' Δ=18°41'15" L=385.84'(OA)
CB=N09°50'56"W CD=384.14'

N90°00'00"E 41.70'
N75°34'56"W 129.46'
N59°52'08"W 149.51'
N76°33'23"E 136.57'
N69°56'26"E 154.17'(OA)
123.95'
30.22'

S76°47'59"W(R)
Δ=05°59'32" L=123.72'
CB=N16°11'47"W CD=123.67'
Δ=37°18'21" L=781.33'
CB=N19°09'29"W CD=767.60'
S70°48'26"W(R)
N26°32'48"W 110.00'
S65°28'31"W(R)
21' P.U.E.
R=1174' Δ=10°45'09" L=220.32'
CB=N29°54'04"W CD=220.00'

R=31' Δ=93°03'20" L=50.35'
CB=N81°48'18"W CD=44.99'
N87°02'25"E 186.99'

R=1200' Δ=54°20'44" L=1138.21'
CB=N27°40'41"W CD=1096.02'(OA)

R=1174' Δ=03°42'13" L=75.89'
CB=N33°25'32"W CD=75.87'

Δ=01°17'52" L=11.75'
CB=N52°18'58"E CD=11.75'

15' P.U.E.
492.61'(OA)
364.60'
936.74'(OA)
551.16'
N51°40'02"E 126.01'

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

385.56'

SIERRA GLEN DRIVE (I.O.D./R.O.W.)

42
14.51 A.C.±

41
4.35 A.C.±

40
SEE SHEET 21

SEE SHEET 8

SEE SHEET 23

BRANSTON DRIVE (I.O.D./R.O.W.)

R=1200' Δ=08°30'42" L=178.27'
CB=N03°33'38"W CD=178.11'
R=1223' Δ=08°30'42" L=181.69'
CB=N03°33'38"W CD=181.52'

23.00'
62.28'
23.00'
N00°41'43"E 62.28'

12.5' P.U.E.
46.63'
N82°11'01"E(R) 4.00'
R=31' Δ=87°23'41" L=47.29'
CB=N35°52'52"E CD=42.83'
R=1050' Δ=11°36'41" L=212.79'
CB=N76°22'41"E CD=212.42'
R=1069' Δ=09°00'22" L=168.03'
CB=N75°04'31"E CD=167.86'
N07°48'59"W 95.49'

R=750' Δ=14°26'53" L=189.13'
CB=N77°47'47"E CD=188.63'
R=731' Δ=14°26'53" L=184.33'
CB=N77°47'47"E CD=183.85'
Δ=32°03'20" L=290.37'
CB=N68°59'34"E CD=286.60'
20' P.E.
R=519' Δ=33°21'12" L=302.12'(OA)
CB=N68°20'38"E CD=297.87'
12.5' P.U.E.
N37°02'06"W(R) 98.86'(OA) 83.73' 15.13'
R=500' Δ=33°21'12" L=291.06'
CB=N68°20'38"E CD=286.97'
103.90'
N85°01'14"E 103.90'
100.00'
N70°34'20"E 100.00'

N
0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

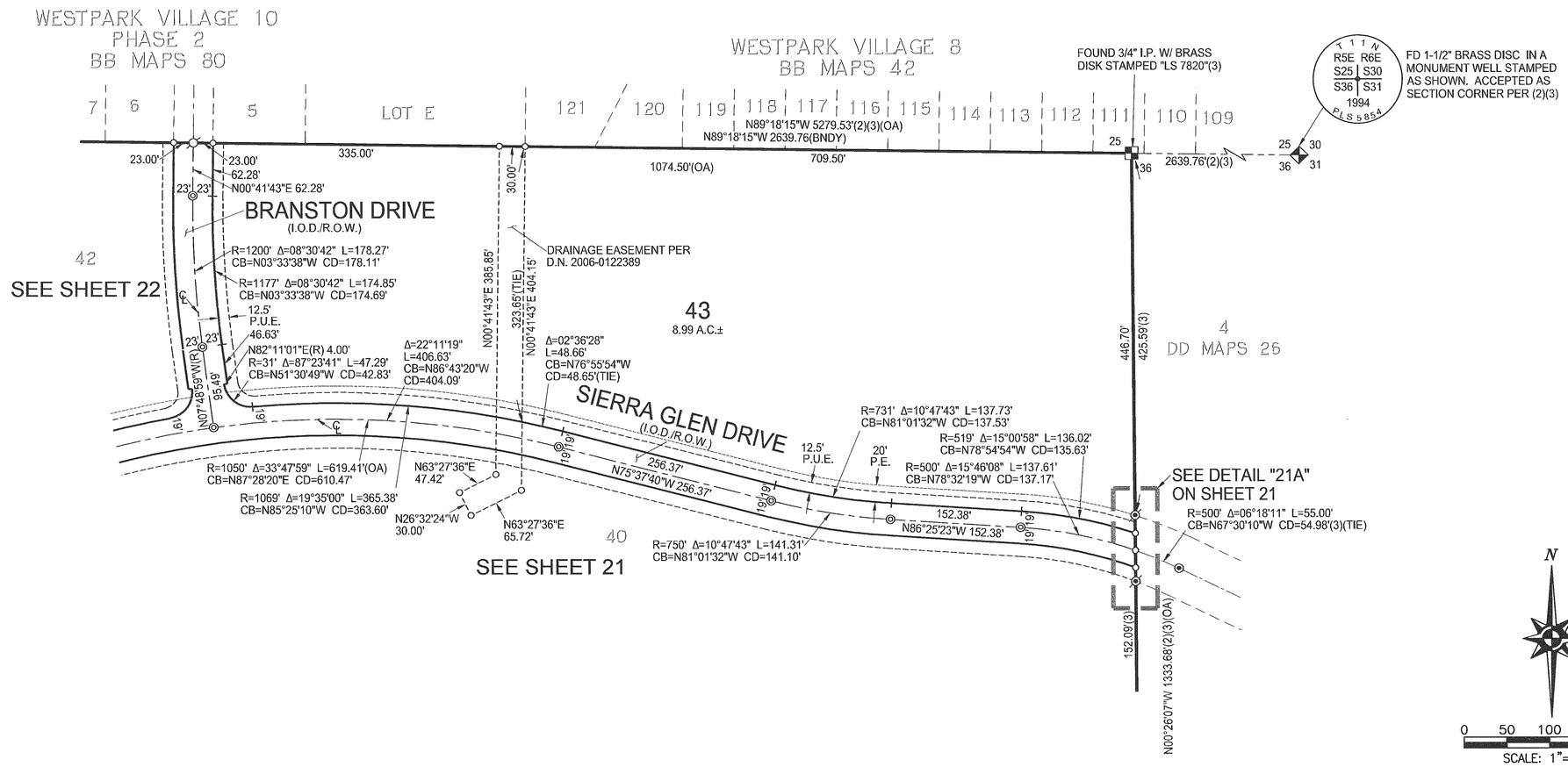
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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

COUNCIL COMMUNICATION

CC #: 2291
File #: 0400-04-12-1

Title:	Sierra Vista Community Facilities District - Phase 10A - Notice of Completion
Contact:	Jeremy Knuthson 916-223-3859 jknuthson@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Community Facilities District (CFD) - Phase 10A, CWJ # 190565, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

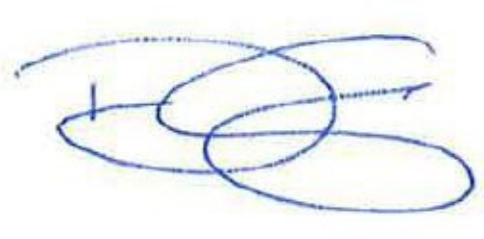
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeremy Knuthson, Construction Inspector

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-345

Notice of Completion

Exhibit A - Vicinity Map

Final Map 1 of 2

Final Map 2 of 2

RESOLUTION NO. 22-345

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Sierra Vista CFD – Phase 10A PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista CFD – Phase 10A is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of The Villages at Sierra Vista recorded in Book DD of Maps, Page 26, and Sierra Vista Federico recorded in Book EE of Maps, Page 6, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Sierra Vista CFD – Phase 10A.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

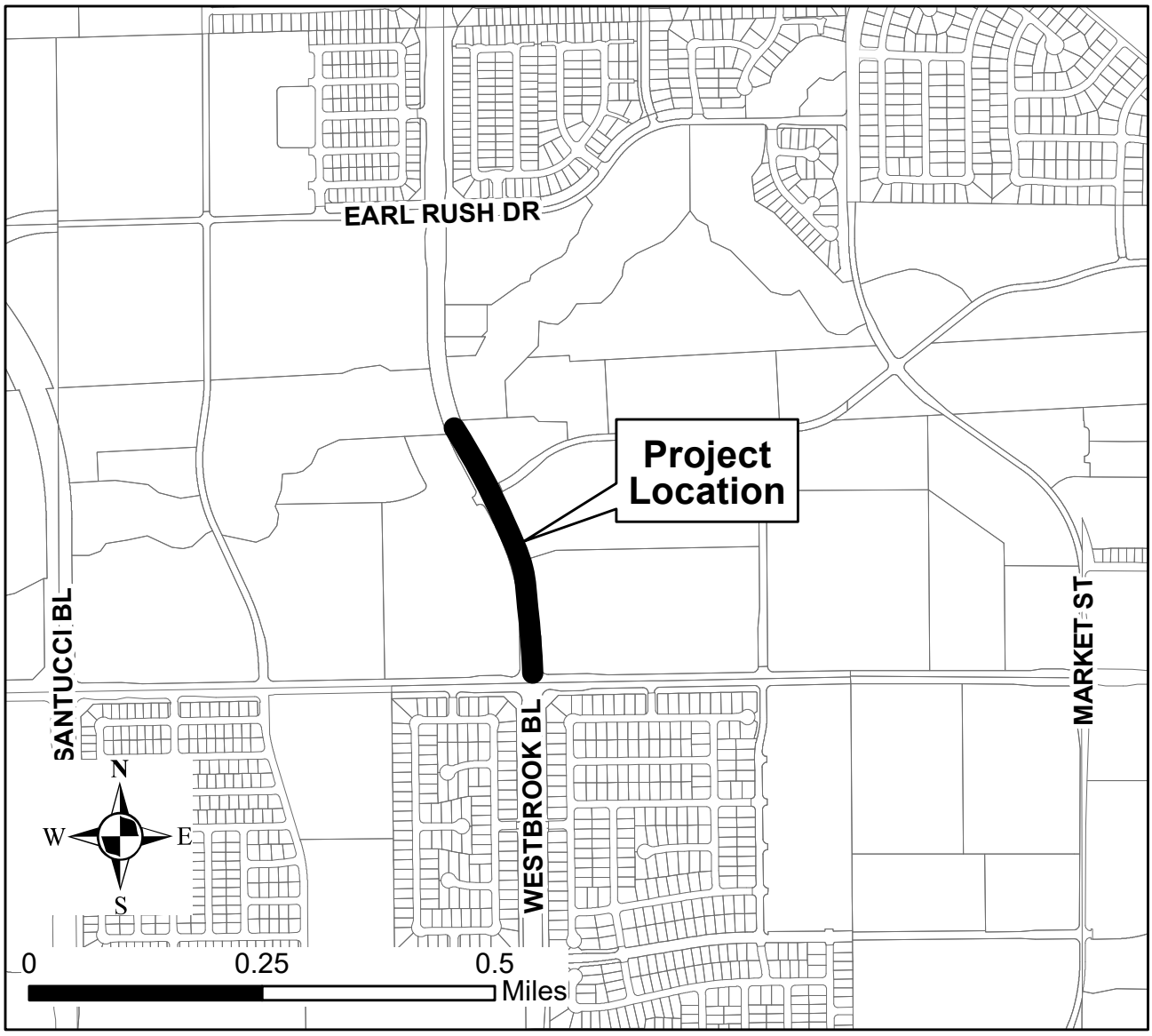
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Sierra Vista CFD
Phase 10A



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC UTILITY EASEMENT (P.U.E.) FOR INSTALLATION AND MAINTENANCE OF WATER, SEWER, GAS PIPES, ELECTROLIERS , TRAFFIC CONTROL APPURTENANCES, AND FOR POLES AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC POWER THAT IS LIMITED BY THIS EASEMENT TO A MAXIMUM OF 13,000 VOLTS, AND TELEVISION AND TELEPHONE SERVICES TOGETHER WITH ALL APPURTENANCES PERTAINING THERETO, ON, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE SIDELINES OF THE RIGHTS OF WAY AND THE LINES DELINEATED P.U.E., LOCATED ON LOT 34.

(C) PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "M.A.E." (MAINTENANCE ACCESS EASEMENT).

(D) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

(E) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SANTUCCI BOULEVARD, VISTA GRANDE BOULEVARD, WESTBROOK BOULEVARD, BRANSTON DRIVE, FEDERICO DRIVE, SIERRA GLEN DRIVE, SUMMERFAIRE DRIVE, SILVER SPRUCE DRIVE, VISTA PARK DRIVE, MARKET STREET AND THE AREAS SHOWN HEREON AS I.O.D. / R.O.W.

(B) LOT 28 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A FIRE STATION.

(C) LOTS 8, 11, 13, 20, 23, 29, 30, 31, 32, 39 AND 40 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

(D) LOTS 3, 9, 24 AND 33 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK PURPOSES.

(E) LOT 34 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.

(F) LOT 19 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A WATER TREATMENT/ WELL SITE.

(G) LOT 15 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A RECYCLING CENTER.

FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP
BY: THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
TRUSTEE OF THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST, AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: _____
LEONARD A. FEDERICO,
GENERAL PARTNER

SEE SHEET 2 FOR ADDITIONAL OWNER'S SIGNATURES

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Fresno

ON December 21, 2017 BEFORE ME, Pauline J. Moore, Notary Public,

PERSONALLY APPEARED Leonard A. Federico

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) (IS) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT (HE)/SHE/THEY EXECUTED THE SAME IN (HIS)/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY (HIS)/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal.

Pauline J Moore — Pauline J. Moore
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Fresno COUNTY

MY COMMISSION EXPIRES: July 31, 2019 MY COMMISSION NUMBER: 2118207

PAULINE J. MOORE
Commission # 2118207
Notary Public - California
Fresno County
My Comm. Expires Jul 31, 2019

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 15, 19 & 28 AS DEDICATED TO THE CITY ON THE MAP OF SUBDIVISION NO. PL15-0192, SIERRA VISTA FEDERICO LARGE LOT SUBDIVISION, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: FEDERICO / TYLER FAMILY LIMITED PARTNERSHIP
A CALIFORNIA LIMITED PARTNERSHIP

ADDRESS: 2144 SHEILAH WAY
SACRAMENTO, CA 95822

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND WESTPARK SIERRA VISTA LLC, IN NOVEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

_____
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2019

DATE: 12/14/17

LICENSED LAND SURVEYOR
CRAIG E. SPIESS
12/31/19
No. 7944
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: 1/10/18
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: 1/10/18
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-19
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION AND EASEMENT LISTED HEREON WITHIN NOTE 5 ON SHEET 4.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: 01 11 18 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 16th DAY OF February, 2018, AT 9:36 A.M. IN BOOK EE OF MAPS, AT PAGE 6, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2018-0010061
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: $ 149.00
DEPUTY

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

OWNER'S STATEMENT CONTINUED

BY: Anna J. Starks
ANNA J. STARKS,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED ANNA J. STARKS
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal.

Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Janet M Wright
JANET M. WRIGHT,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN. 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED JANET M. WRIGHT
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official seal

Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Gary J. Federico
GARY J. FEDERICO,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC

PERSONALLY APPEARED GARY J. FEDERICO
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND and official seal.

Sandra Lessard — SANDRA LESSARD
SIGNATURE — PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: Oct 18, 2020 MY COMMISSION NUMBER: 2165215

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

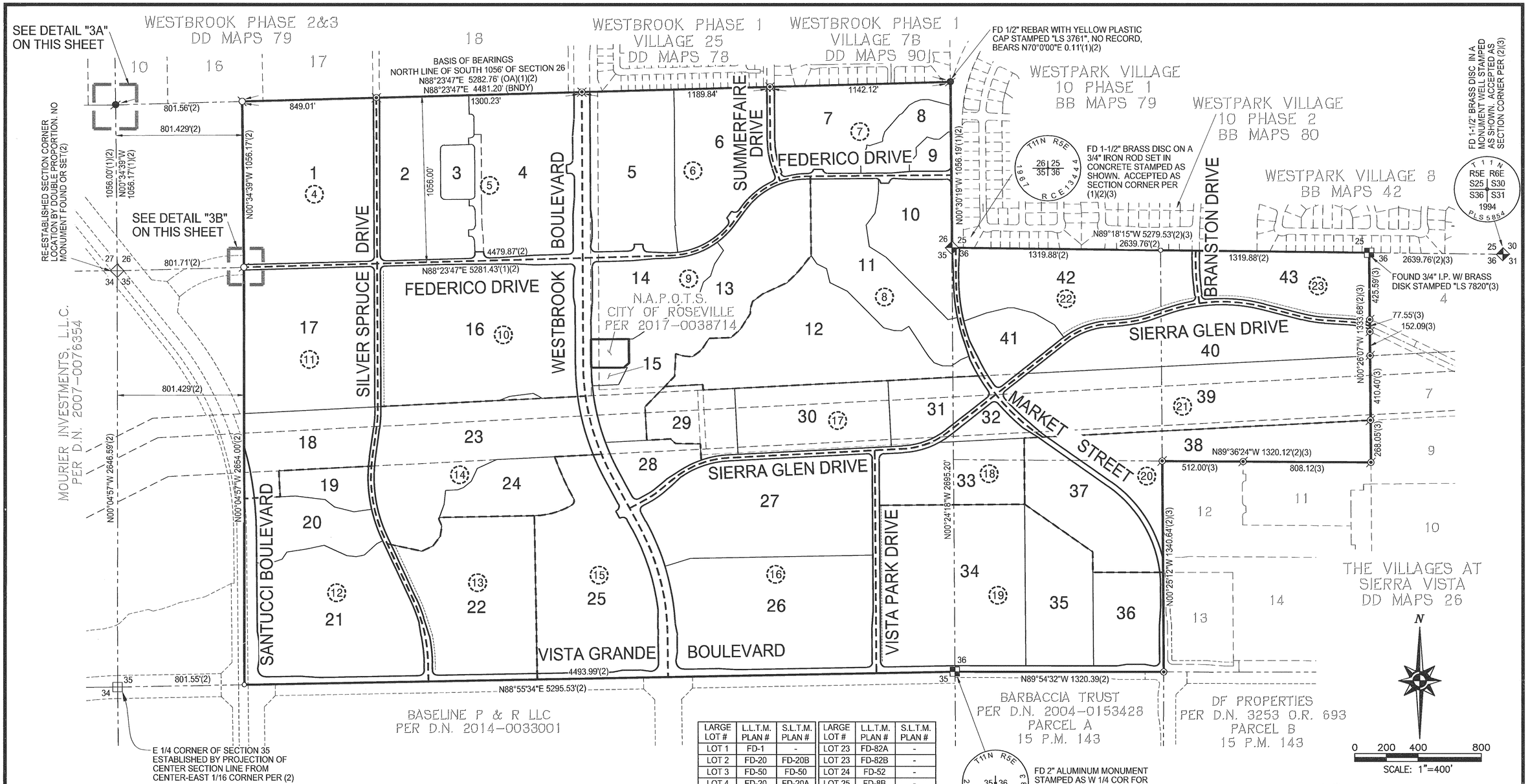
SUBDIVISION NO. PL15-0192

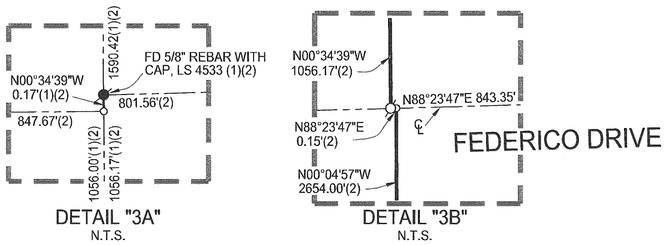
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CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189





LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
LOT 1	FD-1	-
LOT 2	FD-20	FD-20B
LOT 3	FD-50	FD-50
LOT 4	FD-20	FD-20A
LOT 5	FD-22	FD-22A
LOT 6	FD-22	FD-22B
LOT 7	FD-3	-
LOT 8	FD-83	-
LOT 9	FD-51	-
LOT 10	FD-4	-
LOT 11	FD-84B	-
LOT 12	FD-5	-
LOT 13	FD-84A	-
LOT 14	FD-60	FD-34
LOT 15	FD-62	-
LOT 16	FD-21	-
LOT 17	FD-2	-
LOT 18	FD-40	-
LOT 19	FD-63	-
LOT 20	FD-80	-
LOT 21	FD-23	-
LOT 22	FD-8A	-

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
LOT 23	FD-82A	-
LOT 23	FD-82B	-
LOT 24	FD-52	-
LOT 25	FD-8B	-
LOT 26	FD-10	-
LOT 27	FD-9	-
LOT 28	FD-64	-
LOT 29	FD-85A	-
LOT 30	FD-85B	-
LOT 31	FD-85C	-
LOT 32	FD-86	-
LOT 33	FD-53	-
LOT 34	FD-65	-
LOT 35	FD-33	-
LOT 36	FD-41	-
LOT 37	FD-32	-
LOT 38	FD-24	-
LOT 39	FD-88B	-
LOT 40	FD-88A	-
LOT 41	FD-87A	-
LOT 42	FD-6	-
LOT 43	FD-7	-

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

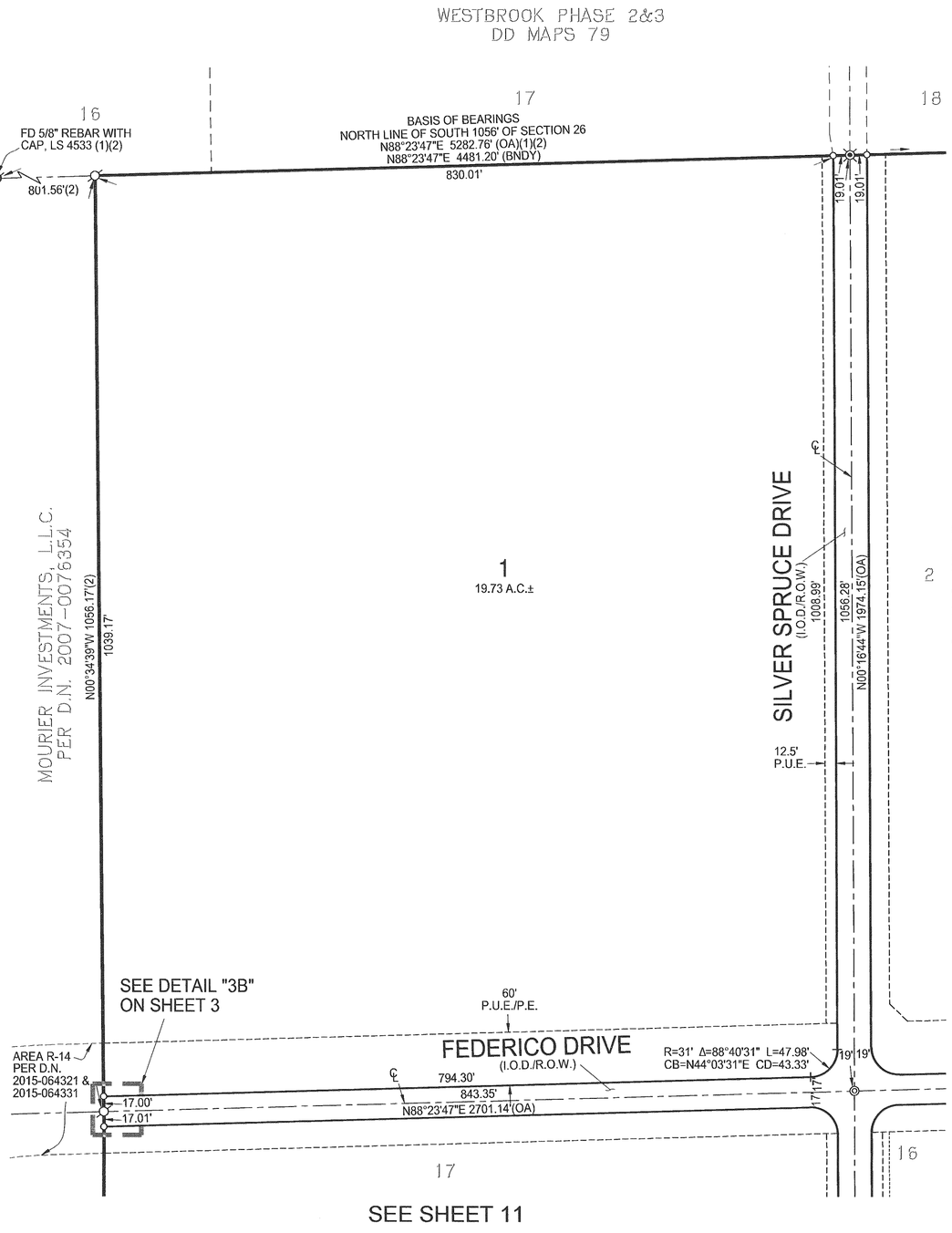
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CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189



LEGEND

◆	FOUND SECTION CORNER AS NOTED
⊕	SECTION CORNER, NO MONUMENT FOUND OR SET
■	FOUND QUARTER SECTION CORNER AS NOTED
⊞	QUARTER SECTION CORNER, NO MONUMENT FOUND OR SET
●	FOUND MONUMENT AS NOTED
◉	FOUND 2" DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL.(3)
⊗	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
⊙	FOUND 3/4" IRON PIPE W/ BRASS DISC STAMPED "LS 7820"(3)
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
○	SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"
o	DIMENSION POINT (NOTHING FOUND OR SET)
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
℄	CENTERLINE
D.N.	DOCUMENT NUMBER
E.E.	ELECTRICAL EASEMENT
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
M.A.E.	MAINTENANCE ACCESS EASEMENT
NAPOTS	NOT A PART OF THIS SURVEY
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
S.L.T.M.	SMALL LOT TENTATIVE MAP
S.M.U.D.	SACRAMENTO MUNICIPAL UTILITY DISTRICT
L.L.T.M.	LARGE LOT TENTATIVE MAP
( )	DENOTES RECORD INFORMATION
(1)	SHEET INDEX

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
2. TOTAL AREA FOR THIS SUBDIVISION IS 505.05± ACRES, CONSISTING OF 43 LARGE LOTS.
3. THE EASEMENT FOR TEMPORARY INGRESS / EGRESS EASEMENT GRANTED TO FRANK T. CHAN, TRUST OF THE FRANK T. CHAN FAMILY TRUST U/A DATED DECEMBER 8, 2003, ET AL, IN DEED RECORDED AUGUST 13, 2015, AS INSTRUMENT NO. 2015-0070559, OFFICIAL RECORDS OF PLACER COUNTY IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
4. THE CITY WILL NOT BE MAINTAINING LANDSCAPING ON LOTS 14, 34 & 37 SHOWN HEREON.
5. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   - A. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - B. AREA O-7, O-8, O-9, O-10, O-11, O-12 AND O-13 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - C. AREA PQP-2, PQP-3, PQP-4 AND PQP-5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
   - D. AREA E-6, E-7, E-8, E-12, E-17 AND E-19 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
   - E. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
   - F. A PORTION OF THAT CERTAIN DRAINAGE EASEMENT SHOWN AS SHOWN PARCEL 2 AND DESCRIBED IN EXHIBIT "B-1 AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 14, 2006 IN DOCUMENT NO. 2006-0122389, OFFICIAL RECORDS PLACER COUNTY, NOT SHOWN WITHIN LOT 7.

BASIS OF BEARINGS:

THE BEARING N 88°23'47" E, BEING THE NORTH LINE OF THE SOUTH 1056.00' OF SECTION 26 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) CC MAPS 85
(2) 22 R.S. 135
(3) DD MAPS 26
(4) DOC. NO. 2017-0038714

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

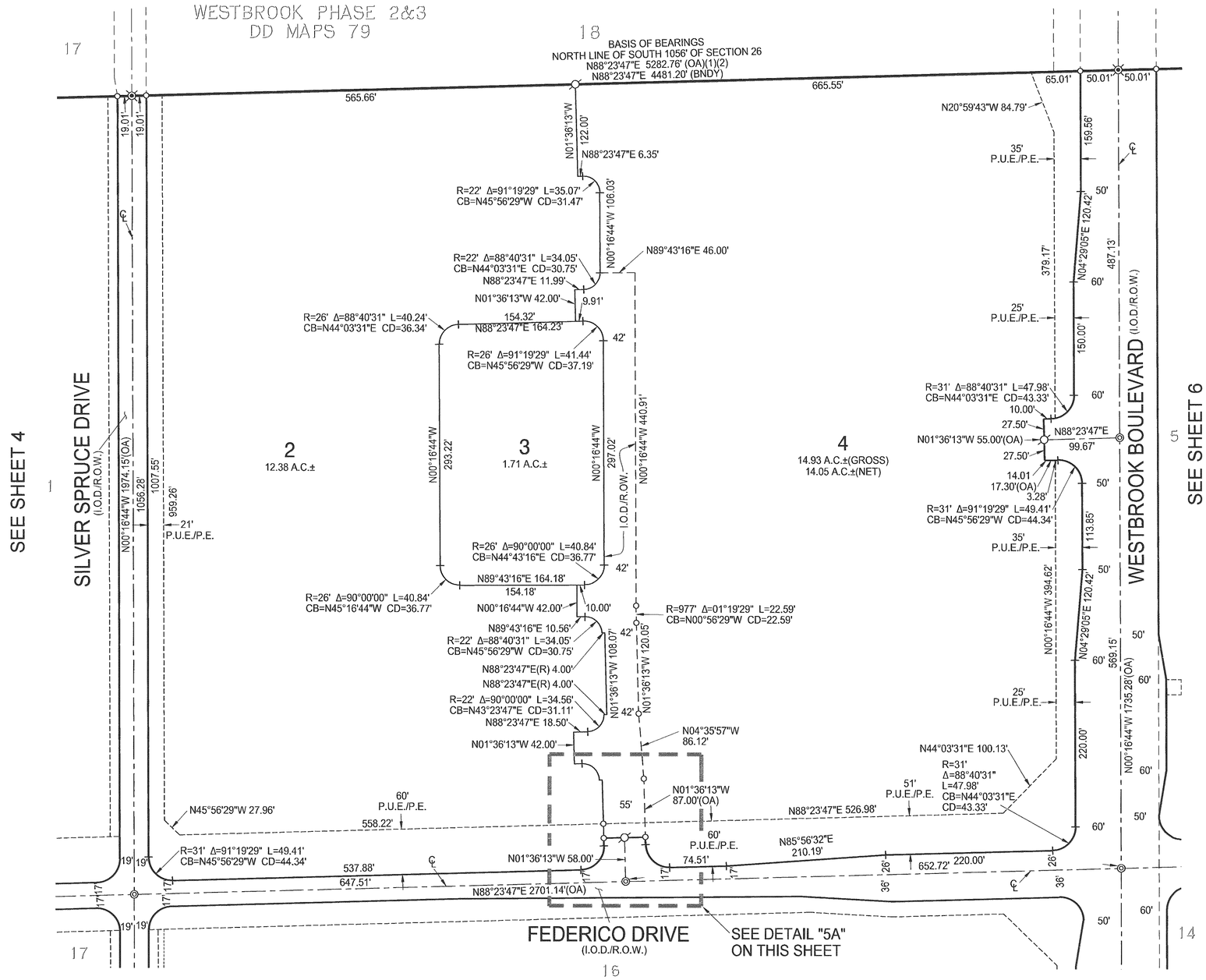
SUBDIVISION NO. PL15-0192

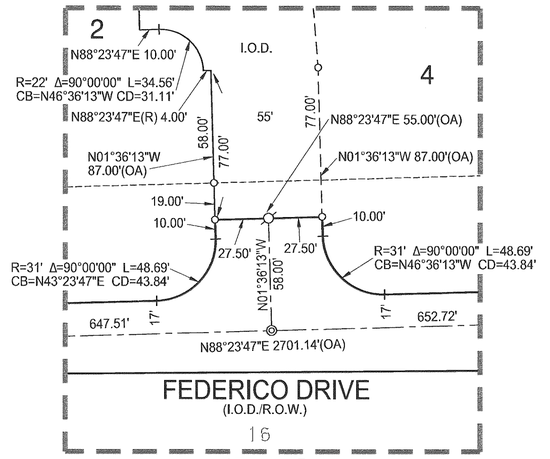
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

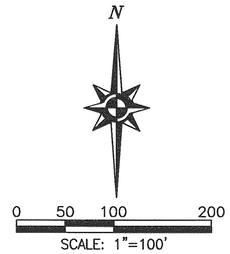
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JANUARY 2018





DETAIL "5A"
N.T.S.



FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

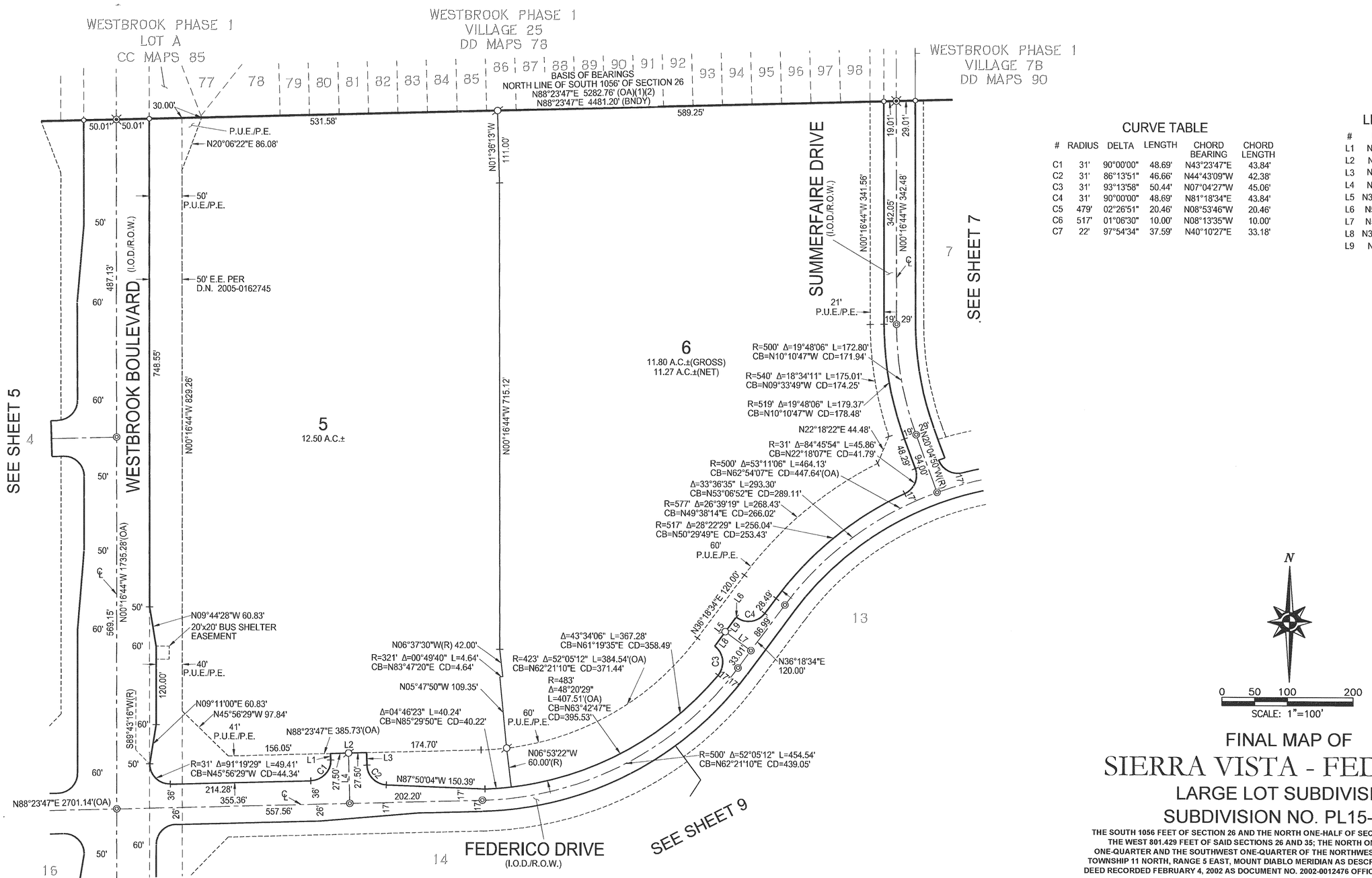
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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N43°23'47"E	43.84'
C2	31'	86°13'51"	46.66'	N44°43'09"W	42.38'
C3	31'	93°13'58"	50.44'	N07°04'27"W	45.06'
C4	31'	90°00'00"	48.69'	N81°18'34"E	43.84'
C5	479'	02°26'51"	20.46'	N08°53'46"W	20.46'
C6	517'	01°06'30"	10.00'	N08°13'35"W	10.00'
C7	22'	97°54'34"	37.59'	N40°10'27"E	33.18'

LINE TABLE

#	BEARING	LENGTH
L1	N01°36'13"W	10.00'
L2	N88°23'47"E	55.00'
L3	N01°36'13"W	19.16'
L4	N01°36'13"W	77.00'
L5	N36°18'34"E(R)	55.00'
L6	N53°41'26"W	0.72'
L7	N53°41'26"W	48.72'
L8	N36°18'34"E(R)	29.50'
L9	N36°18'34"E	29.50'

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

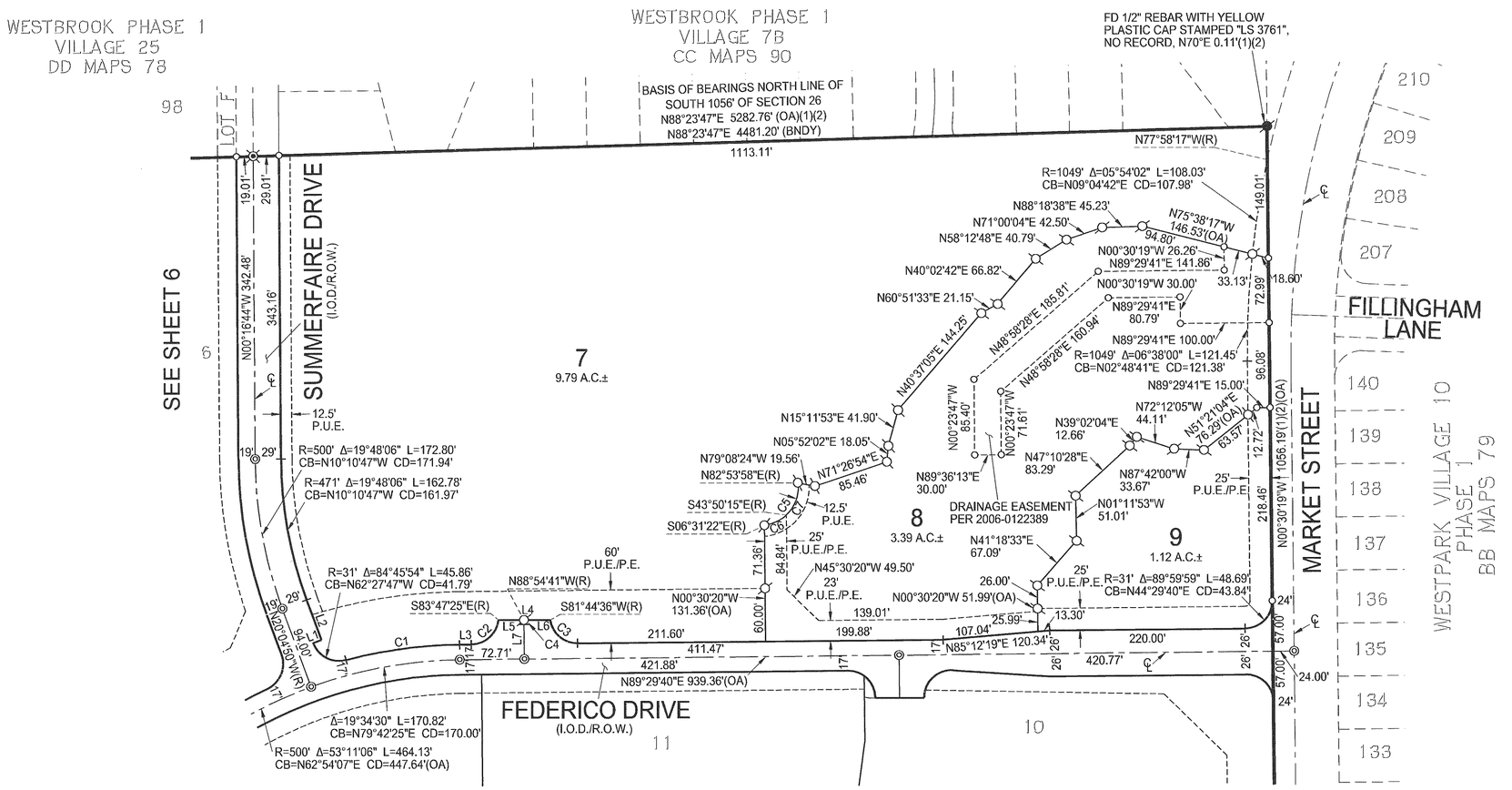
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JANUARY 2018

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



SEE SHEET 9

SEE SHEET 8

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	517'	14°20'24"	129.40'	N82°19'28"E	129.06'
C2	31'	83°17'05"	45.06'	N47°51'07"E	41.20'
C3	31'	82°14'56"	44.50'	N49°22'52"W	40.78'
C4	250'	00°34'59"	2.54'	N00°47'50"W	2.54'
C5	43'	90°34'40"	67.98'	N38°11'18"E	61.12'
C6	43'	37°18'53"	28.00'	N64°49'12"E	27.51'
C7	43'	53°15'48"	39.97'	N19°31'52"E	38.55'

LINE TABLE

#	BEARING	LENGTH
L1	N69°55'10"E(R)	10.00'
L2	N20°04'50"W	48.29'
L3	N89°29'40"E	13.18'
L4	N89°57'30"W	58.20'
L5	N89°57'30"W	28.73'
L6	N89°57'30"W	29.47'
L7	N00°30'20"W	41.56'

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

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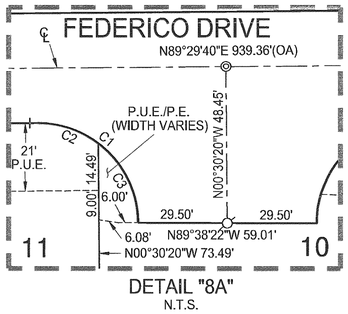
SHEET 8 OF 23 18254.FED

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

N

0 50 100 200

SCALE: 1"=100'



DETAIL "8A"
N.T.S.

SEE SHEET 7

SEE DETAIL "8A" ON THIS SHEET

FEDERICO DRIVE
(I.O.D./R.O.W.)

7 8 9

72.71' 421.88' 436.09' N89°29'40"E 939.36'(OA) 411.61' 420.77' 109.25' 220.00'

N86°12'59"W N88°58'37"W 269.05' N45°30'19"W 98.90'

24.47' 21.00' 21' P.U.E./P.E. N37°17'39"E(R) N00°30'20"W 73.49' N89°43'57"W 55.01'(OA) N89°29'40"E(R) N07°40'29"E 79.19' N10°32'32"E 65.65' N36°33'42"E 93.49' N07°57'44"W 138.02' N57°41'52"W 126.29' N00°30'20"W 488.08' 467.08'

P.U.E./P.E. (WIDTH VARIES)

C1 31' 90°00'00" 48.69' N45°30'20"W 43.84'
C2 31' 37°47'59" 20.45' N71°36'21"W 20.08'
C3 31' 52°12'01" 28.24' N26°36'21"W 27.28'
C4 31' 77°34'05" 41.97' N54°59'59"E 38.84'
C5 31' 16°43'16" 9.05' N07°51'18"E 9.01'
C6 31' 94°17'21" 51.02' N46°38'20"E 45.45'

L1 N00°30'20"W 48.37'
L2 N89°38'22"W 27.50
L3 N89°38'22"W 27.50

R=31' Δ=90°00'01" L=48.69' CB=N45°30'21"W CD=43.84'

N00°30'19"W 1056.19'(1)(2)(OA) N00°30'19"W 463.16' 405.66' 554.09'

10
7.70 A.C.±

53' P.U.E./P.E.

WESTPARK VILLAGE 10 PHASE 1 BB MAPS 79

136 135 134 133 132 131 130 129 128

FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)

T11N R5E 26 25 35 36 1967 RCE 13444

N89°18'15"W 2639.76(BNDY)

24.01' 23.98' 26' 25 35 36

RE-SET WITH MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:

T11N R5E 26 25 35 36 2017 RP LS 7344

N03°10'05"W 150.67' N00°30'19"W 207.94' 57.93' 17 17

42

60' P.U.E./P.E.

Δ=11°11'46" L=237.81' CB=N06°06'12"W CD=237.44'

MARKET STREET (I.O.D./R.O.W.)

SEE SHEET 22

N44°39'27"W 556.60'

R=1217' Δ=19°36'36" L=416.53'(OA) CB=N10°18'37"W CD=414.50'

N78°17'55"E(R) 60.00'

41

Δ=08°24'49" L=178.71' CB=N15°54'30"W CD=178.55'

23' P.U.E./P.E.

S69°53'05"W(R) 17 17

77.67' N17°42'11"W 105.66'(OA) N66°14'46"E 54.27' 27.99' 26' 26'

R=1200' Δ=54°20'44" L=1138.21' CB=N27°40'41"W CD=1096.02'(OA)

N40°51'50"W 53.28' N57°05'51"E 72.52'

N69°26'38"W 56.45' N90°00'00"E 55.43' S64°56'43"W(R) 51' P.U.E./P.E. Δ=05°12'05" L=111.30' CB=N27°39'20"W CD=111.26'

57.09' S59°44'38"W(R) R=1226' Δ=10°30'00" L=224.67' CB=N30°18'17"W CD=224.36'(OA)

515.01'

N33°30'04"W 228.85'

N75°04'19"W 66.62' N88°11'43"W 50.25' N57°51'26"E 51.88'

12
17.51 A.C.±

11
10.92 A.C.±

N35°04'49"W 63.75' N38°29'54"E 129.05' N63°28'49"W 67.96' N13°10'51"W 92.70' N64°13'33"W 123.20' N44°32'47"W 326.51'

N45°28'48"E 102.71' N65°04'39"E 164.95' N53°33'38"E 83.61' N16°50'56"E 46.67' N01°52'29"E 33.45' N32°20'52"E 115.87' N47°36'55"E 79.73' N88°03'55"E 139.31' N32°24'38"E 71.33' N42°26'21"E 31.08' N54°17'35"E 57.31' N85°30'27"W 55.68' N73°48'43"W 52.11'

13

SEE SHEET 9

SEE SHEET 9

35' E.E. PER D.N. 2005-0162745

N43°39'58"E 270.37'(OA) N02°37'38"E 143.41' 89.82' N87°02'25"E 240.13' N02°57'35"W 35.00'

29

35' E.E. PER D.N. 2005-0162745

30

N87°02'25"E 1743.05'

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

31

SEE SHEET 17

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1450'	04°32'23"	114.89'	N03°20'10"W	114.86'
C2	1450'	02°29'20"	62.99'	N06°51'01"W	62.98'
C3	1450'	04°59'06"	126.16'	N10°35'14"W	126.12'
C4	1450'	07°07'32"	180.33'	N16°38'33"W	180.21'
C5	1450'	03°07'37"	79.14'	N21°46'08"W	79.13'
C6	1450'	05°14'48"	132.78'	N25°57'21"W	132.73'
C7	1450'	14°35'58"	369.47'	N12°54'20"W	368.48'

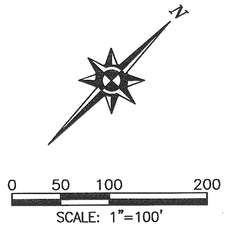
SEE SHEET 10
SEE SHEET 14
SEE SHEET 15
SEE SHEET 6
SEE SHEET 7
SEE SHEET 17
SEE SHEET 8
SEE SHEET 8

WESTBROOK BOULEVARD (I.O.D./R.O.W.)
FEDERICO DRIVE (I.O.D./R.O.W.)
SUMMERFAIRE DRIVE (I.O.D./R.O.W.)
SIERRA GLEN DRIVE (I.O.D./R.O.W.)

N.A.P.O.T.S.
CITY OF ROSEVILLE
PER D.N. 2017-0038714

14 — 7.04 A.C.±
15 — 21,943 S.F.±
13 — 16.28 A.C.±
28 — 3.19 A.C.±
29

50' E.E. PER D.N. 2005-0162745
35' E.E. PER D.N. 2005-0162745
50' P.U.E./P.E. SEE NOTE 4 ON SHEET 4
30' P.U.E./P.E. SEE NOTE 4 ON SHEET 4
40' P.U.E./P.E.
21' P.U.E./P.E.
50' P.U.E./P.E.
50' P.U.E. / L.S.E.(4)
125' SMUD EASEMENT PER D.N. 935 O.R. 29
250' TOWER EASEMENT PER D.N. 612 O.R. 534



FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

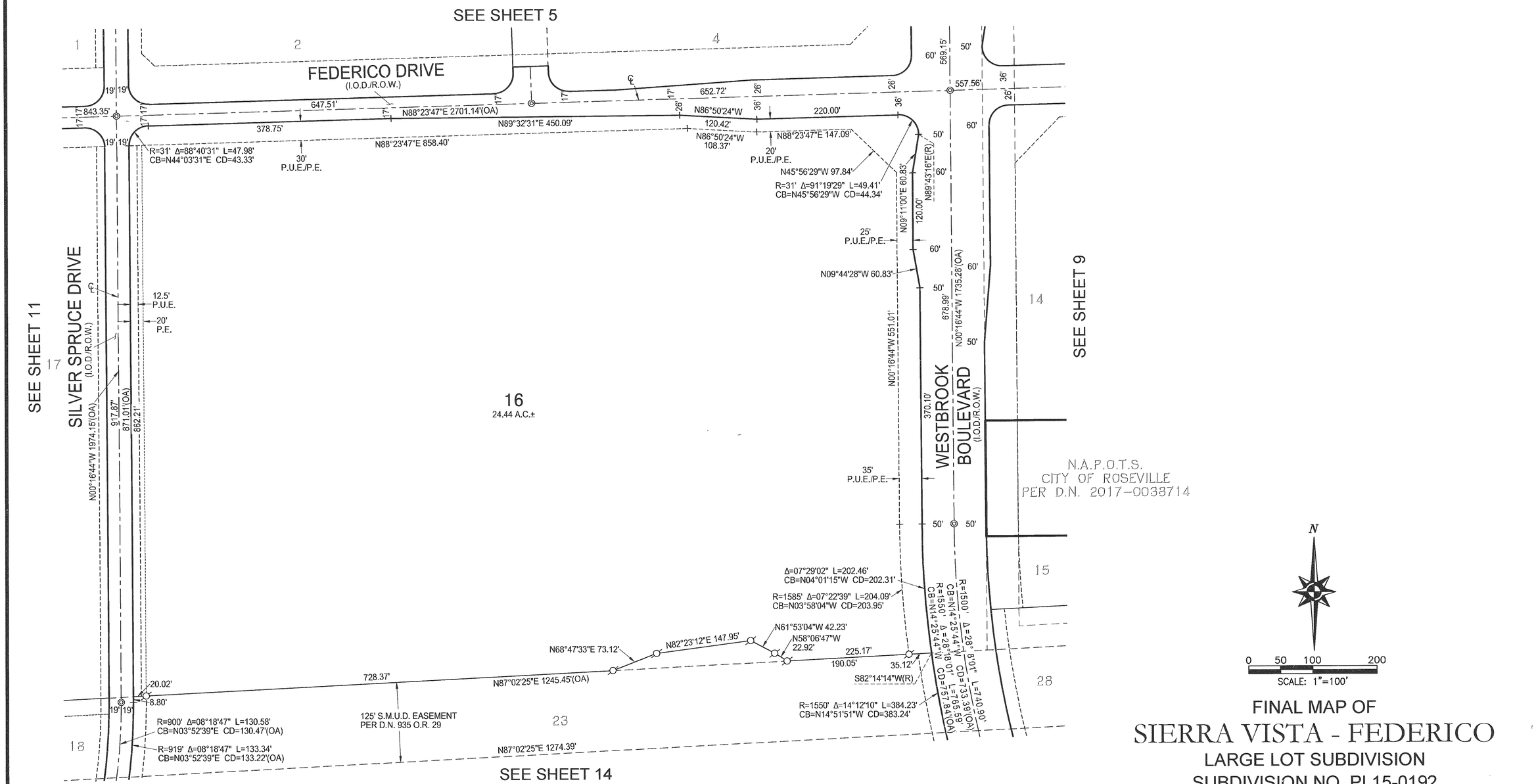
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JANUARY 2018

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FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

BOOK EE OF MAPS, PAGE 6

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 4

AREA R-14 PER DOC. No. 2015-064321 & 2015-064331

17.00'
17.01'

843.35'
N88°23'47"E 2701.14'(OA)
792.68'

30' P.U.E./P.E.

FEDERICO DRIVE
(I.O.D./R.O.W.)

R=31' Δ=91°19'29" L=49.41'
CB=N45°56'29"W CD=44.34'

MOURIER INVESTMENTS, L.L.C.
PER 2007-0076354

913.09'

17
17.12 A.C.±

12.5' P.U.E.

861.68'
917.87'
N00°16'44"W 1974.15'(OA)

SILVER SPRUCE DRIVE
(I.O.D./R.O.W.)

SEE SHEET 10

AREA E-19 PER D.N. 2015-064331

815.71'
N87°02'25"E 828.22'(OA)

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

25' P.U.E.

R=881' Δ=08°18'47" L=127.82'
CB=N03°52'39"E CD=127.71'

R=900' Δ=08°18'47" L=130.58'
CB=N03°52'39"E CD=130.47'

12.51'
7.02'

AREA E-6 PER D.N. 2015-064331

207.99'

N87°02'25"E

12.5' P.U.E.

188.12'
N08°02'03"E 188.12'

AREA R-1 PER D.N. 2015-064321 & D.N. 2015-064331

N74°18'22"E(R)

250' USA EASEMENT PER D.N. 612 O.R. 534

18
7.55 A.C.±

Δ=03°34'13" L=57.27'
CB=N06°14'56"E CD=57.26'

R=900' Δ=32°59'30" L=518.23'
CB=N08°27'42"W CD=511.10'(OA)

554.06'
N87°02'25"E 566.66'(OA)

N85°32'10"W(R)

12.60'

SEE SHEET 14

C1
C2
C3

309.89'

N00°04'57"W 2654.00'(2)(OA)

40' P.U.E./P.E.

R=2061'
Δ=15°03'24"
L=541.61'
CB=N08°09'56"W
CD=540.05'(OA)

N02°57'35"W 165.00'

R=919' Δ=32°59'30" L=529.17'
CB=N08°27'42"W CD=521.89'(OA)

SANTUCCI BOULEVARD
(I.O.D./R.O.W.)

N82°53'18"E(R)

61'

40.07'

124.29'

N87°02'25"E 260.78'(OA)

N83°38'45"E(R)

R=2000' Δ=06°28'29" L=226.01'
CB=N03°52'28"W CD=225.89'(OA)

SEE SHEET 12

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'
C2	2061'	04°43'44"	170.10'	N13°19'46"W	170.05'
C3	2061'	09°20'23"	335.96'	N11°01'26"W	335.59'

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

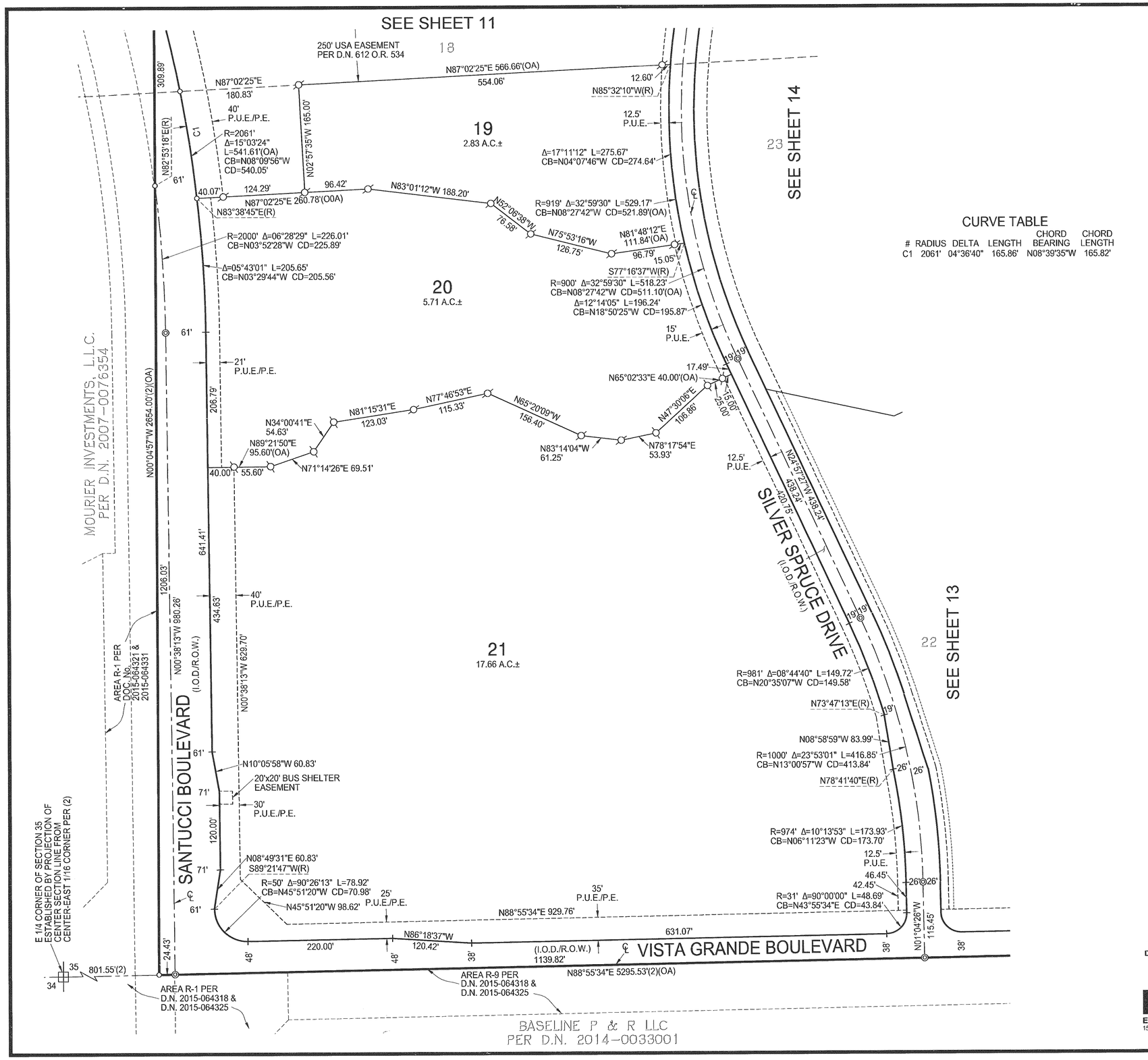
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JANUARY 2018

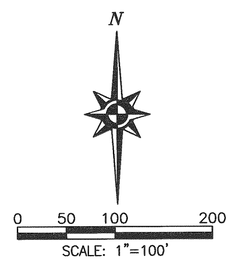
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1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'



FINAL MAP OF SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

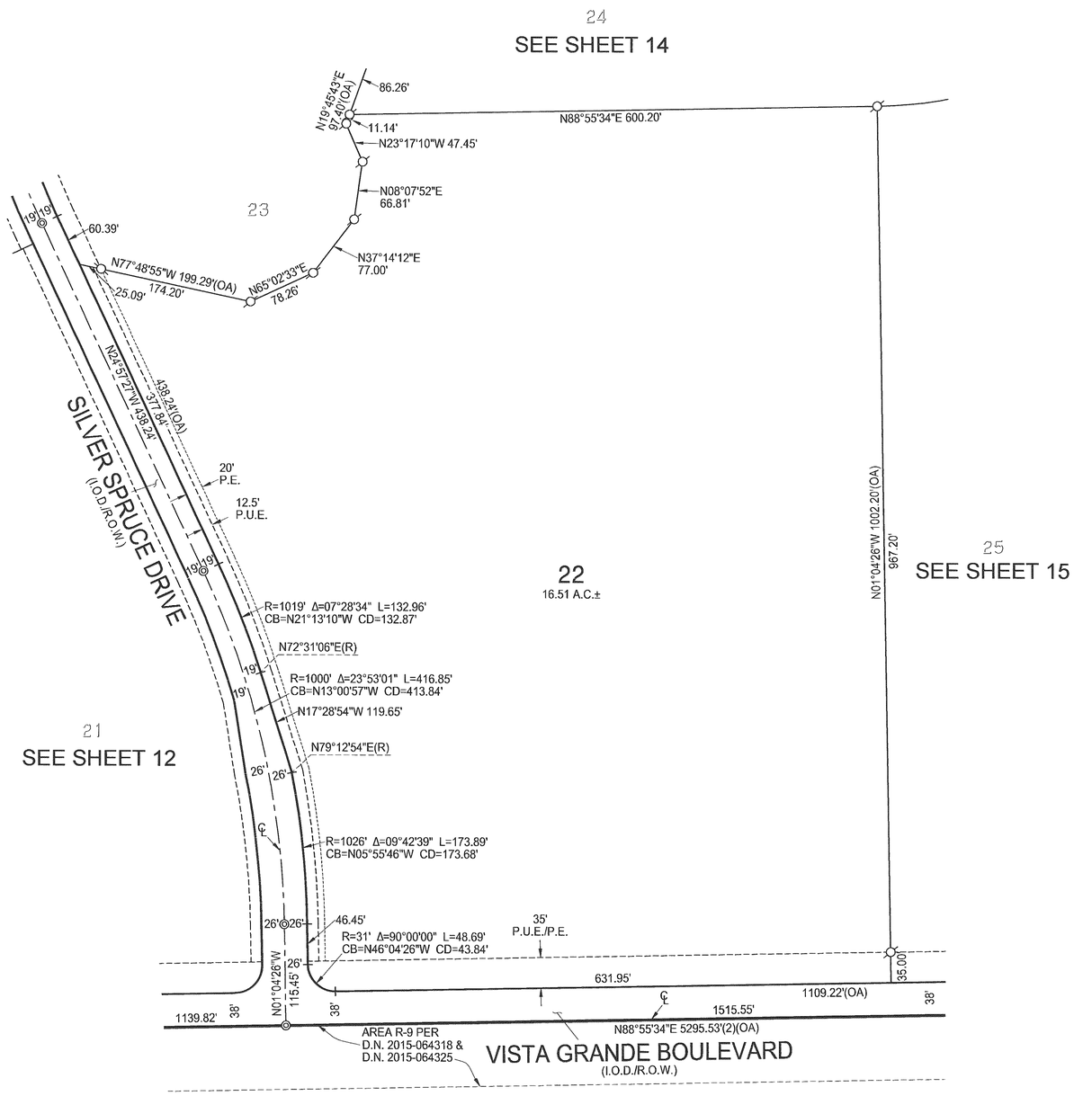
SUBDIVISION NO. PL15-0192

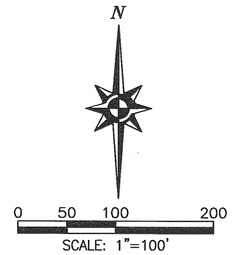
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

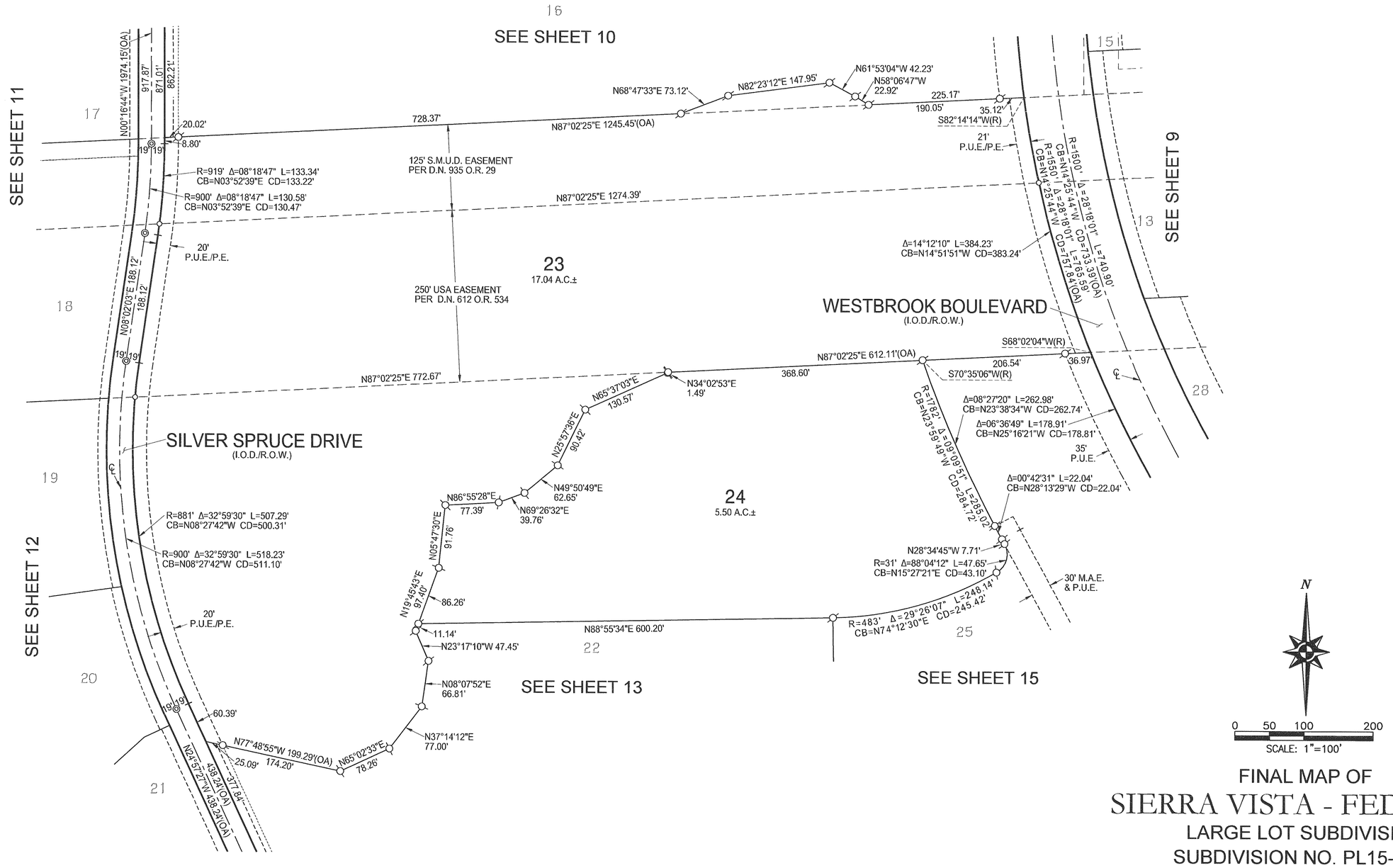
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0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

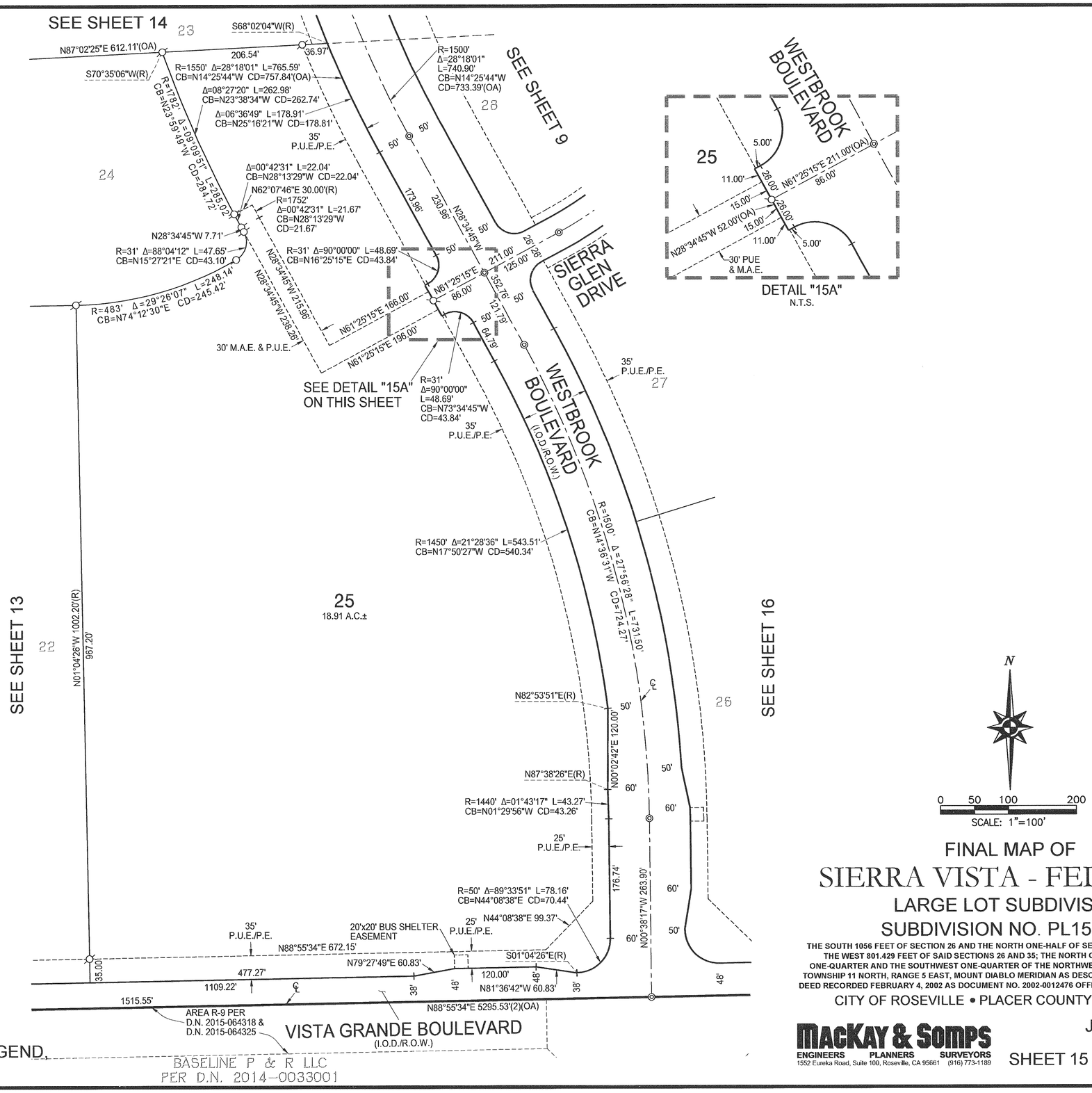
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SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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SEE SHEET 18

SEE SHEET 19

SEE SHEET 15

SEE SHEET 25

SEE SHEET 33

SEE SHEET 34

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

WESTBROOK BOULEVARD
(I.O.D./R.O.W.)

VISTA PARK DRIVE
(I.O.D./R.O.W.)

VISTA GRANDE BOULEVARD
(I.O.D./R.O.W.)

27
19.23 A.C.±

26
20.46 A.C.±

N87°02'25"E 1106.51'(OA)
927.46'
877.18'

R=600' Δ=36°59'07" L=387.31'
CB=N68°32'51"E CD=380.62'

R=581' Δ=31°36'19" L=320.49'
CB=N71°14'15"E CD=316.44'

R=31' Δ=92°33'17" L=50.08'
CB=N46°40'57"W CD=44.81'

N34°33'54"W(R)
N47°03'37"E 85.00'
N50°03'17"E 102.79'

R=526' Δ=11°21'58" L=104.35'
CB=N55°44'16"E CD=104.17'
R=500' Δ=11°21'58" L=99.19'
CB=N55°44'16"E CD=99.03'

R=31' Δ=90°00'00" L=48.69'
CB=N16°25'15"E CD=43.84'

N28°34'45"W 250.96'
N61°25'15"E 86.00'
211.00'
125.00'
352.76'(OA)
121.79'
64.79'
44.00'

35'
P.U.E./P.E.

Δ=11°28'49" L=310.57'
CB=N22°50'20"W CD=310.05'

R=1500' Δ=27°56'28" L=731.50'
CB=N14°36'31"W CD=724.27'

N72°54'04"E(R) 169.56'(OA)
134.56'
35.00'

N88°55'34"E 1154.21'(OA)
1141.71'

R=1550' Δ=25°10'22" L=680.99'(OA)
CB=N15°59'34"W CD=675.53'

Δ=13°41'33" L=370.42'
CB=N10°15'09"W CD=369.54'

R=1585' Δ=16°27'39" L=455.36'
CB=N08°52'06"W CD=453.80'

N86°35'37"E(R)
N11°42'26"W 61.14'
N88°48'58"E(R)
20'x20' BUS SHELTER EASEMENT
R=1560' Δ=00°32'45" L=14.86'
CB=N00°54'39"W CD=14.86'

N08°49'27"E 60.83'
N00°38'17"W 263.90'
105.14'
25'
P.U.E./P.E.
N00°38'17"W 120.26'

S89°21'43"W(R)
R=50' Δ=90°26'09" L=78.92'
CB=N45°51'22"W CD=70.98'
N45°51'22"W 98.62'

N04°16'21"E 110.37'
N00°24'18"W 1415.68'
613.63'
965.14'
351.51'
220.00'

R=31' Δ=89°19'52" L=48.33'
CB=N44°15'38"E CD=43.58'

N86°18'37"W 120.42'
220.00'
820.31'
1317.25'
1515.55'
496.93'

N88°55'34"E 5295.53'(2)(OA)

AREA R-9 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-2 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-10 PER D.N. 2015-064318 & D.N. 2015-064325

BASELINE P & R LLC
PER D.N. 2014-0033001

12.5' P.U.E.
20' P.U.E./P.E.

N

0 50 100 200
SCALE: 1"=100'

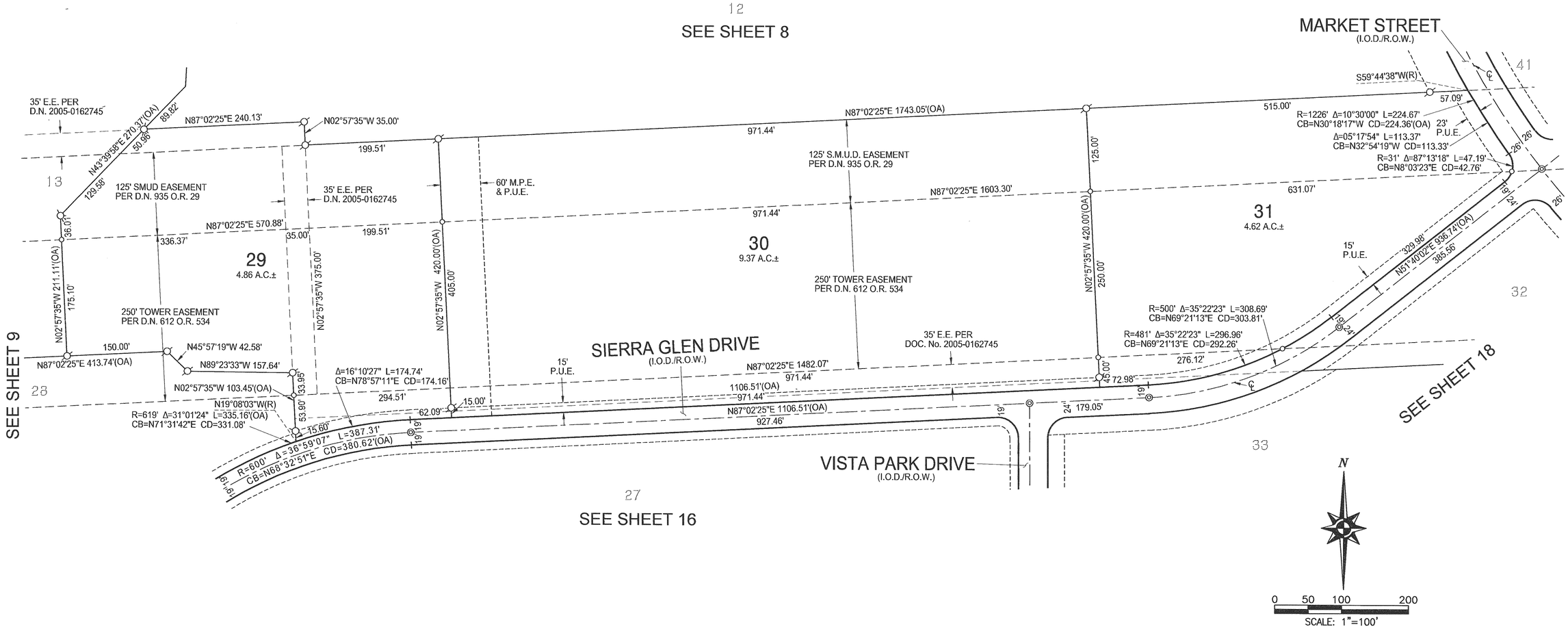
FINAL MAP OF
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LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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JANUARY 2018

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SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

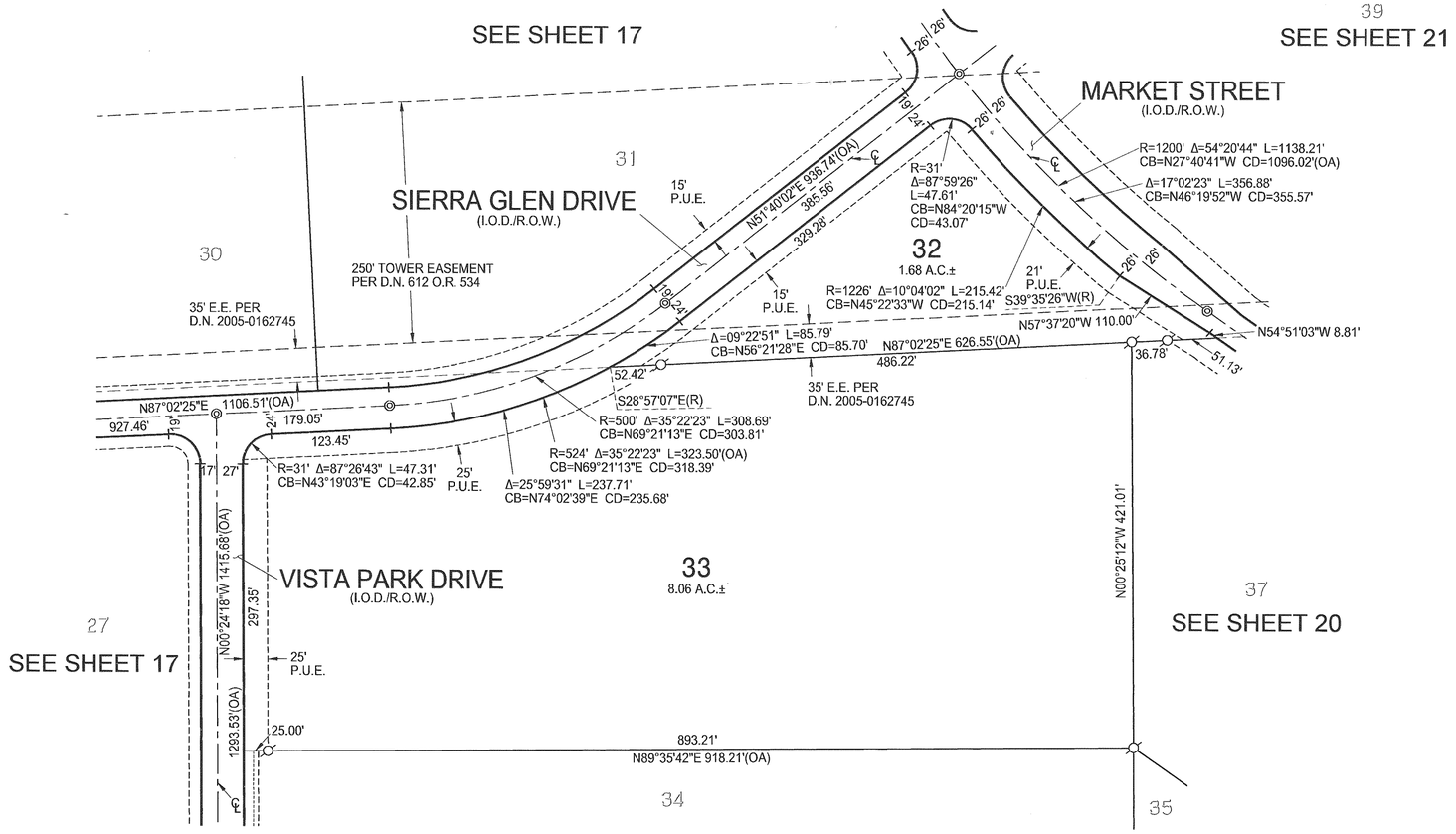
SUBDIVISION NO. PL15-0192

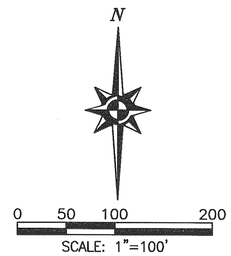
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JANUARY 2018





FINAL MAP OF

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JANUARY 2018

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SEE SHEET 18

33

25.00'

893.21'

N89°35'42"E 918.21'(OA)

421.01'

N54°51'03"W 525.87'

27

37

SEE SHEET 20

SEE SHEET 16

17' 27'

1293.53'(OA)

12.5' P.U.E.

10' P.E. SEE NOTE 4 ON SHEET 4

N00°24'18"W 1415.68'(OA)

996.18'

34

21.59 A.C.±

N00°25'12"W 1446.95'(OA)

975.94'

129.35'

R=800' Δ=54°25'51" L=760.00'

CB=N27°38'08"W CD=731.74'(OA)

N00°25'12"W 165.80'

391.92'

N89°54'32"W 422.15'(OA)

30.23'

N83°11'08"E(R)

15' P.U.E.

R=783.00' Δ=054°25'51" L=743.85'(OA)

CB=N27°38'08"W CD=716.19'

Δ=06°23'40" L=87.38'

CB=N03°37'02"W CD=87.34'

VISTA PARK DRIVE

(I.O.D./R.O.W.)

MARKET STREET

(I.O.D./R.O.W.)

136.01'

N03°52'09"E 120.34'

1340.64'(2)(3)(OA)

13

DD MAPS 26

26

17'

35

8.59 A.C.±

N00°25'12"W 723.87'(OA)

544.52'

36

5.71 A.C.±

26' P.U.E.

545.52'

N00°25'12"W

220.00'

R=31' Δ=90°30'41" L=48.97'

CB=N44°50'08"E CD=44.04'

27' 27'

VISTA GRANDE BOULEVARD

(I.O.D./R.O.W.)

35' P.U.E.

50' P.U.E.

40' P.U.E.

20'x20' BUS SHELTER EASEMENT

R=31' Δ=90°40'08" L=49.06'

CB=N45°44'22"W CD=44.10'

N80°37'44"E 60.83'

S00°05'28"W(R)

146.74'

120.00'

N80°26'48"W 60.83'

448.66'

427.77'

1023.16'

438.51'

496.93'

1317.25'

N88°55'34"E 5295.53'(2)(OA)

N89°54'32"W 1320.39(2)

38'

48'

50.00'

AREA R-10 PER D.N. 2015-064318 & D.N. 2015-064325

AREA R-10 PER D.N. 2015-064323 & D.N. 2015-064333

AREA E-10 PER D.N. 2015-064333

AREA R-3 PER D.N. 2015-064323 & D.N. 2015-064333

BASELINE P & R LLC
PER D.N. 2014-0033001

BARBACCIA TRUST
PER D.N. 2004-0153428
PARCEL A
15 P.M. 143

DF PROPERTIES
PER 32 O.R. 693
PARCEL B
15 P.M. 143

FD 2" ALUMINUM MONUMENT STAMPED AS WEST 1/4 COR FOR SECTION 35 PER(2)

T11N R5E 35 36 2005 RCE 45333

RE-SET WITH MONUMENT WELL STAMPED:

T11N R5E 35 36 2017 LS 7944

N

0 50 100 200

SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
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LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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JANUARY 2018

SEE SHEET 18

32

33

34

35

36

37
8.74 A.C.±

38
12.06 A.C.±

39

SEE SHEET 21

N87°02'25"E 100.17'

N87°02'25"E

36.78'

51.13'

35.64'

8.81'

97.22'

60'
P.U.E./P.E.

35' E.E. PER
D.N. 2005-0162745

N87°02'25"E 2050.82'(OA)
1953.60'

35' E.E. PER
D.N. 2005-0162745

30'
P.U.E./P.E.
SEE NOTE 4
ON SHEET 4

N54°51'03"W 563.91'
540.17'
548.99'(OA)

MARKET STREET
(I.O.D./R.O.W.)

N00°23'36"E 328.72'

AREA E-20(2)

N00°23'36"E 334.58'

25.00'

100.00'

512.00'(3)

1195.12'

808.12'(3)

N89°36'24"W 1320.12'(2)(3)

268.05'(3)

N00°26'07"W 1333.68'(2)(OA)

9
DD MAPS 26

11
DD MAPS 26

N00°25'12"W 1446.95'(OA)
421.01'

1025.94'

N54°51'03"W 525.87'

R=817'
Δ=42°43'20"
L=609.19'
CB=N33°29'23"W
CD=595.18'

60'
P.U.E./P.E.

629.32'

12
DD MAPS 26

30'
P.U.E./P.E.
SEE NOTE 4
ON SHEET 4

Δ=48°02'12" L=656.46'
CB=N30°49'58"W CD=637.41'

R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'

R=783' Δ=54°25'51" L=743.85'
CB=N27°38'08"W CD=716.19'(OA)

N77°52'16"E(R)

N77°52'16"E(R)(3)(OA)

SEE DETAIL "20A"
ON THIS SHEET

N00°25'12"W 1340.64'(2)(3)(OA)

14
DD MAPS 26

165.80'

N83°11'08"E(R)

391.92'

N89°54'32"W 422.15'(OA)

15'
P.U.E.

N00°25'12"W 723.87'(OA)

129.35'

594.52'

Δ=06°23'40" L=87.38'
CB=N03°37'02"W CD=87.34'

13
DD MAPS 26

SEE SHEET 19

MARKET STREET
(I.O.D./R.O.W.)

629.32'

R=817'
Δ=42°43'20"
L=609.19'
CB=N33°29'23"W
CD=595.18'

R=800' Δ=54°25'51" L=760.00'
CB=N27°38'08"W CD=731.74'(OA)

N77°52'16"E(R)

R=783' Δ=54°25'51" L=743.85'
CB=N27°38'08"W CD=716.19'(OA)

17'

17'

37

N89°54'32"W 422.15'(OA)

30.23'

N83°11'08"E(R)

165.80'

N00°25'12"W 1340.64'(2)(3)(OA)

36

17'

545.52'

DETAIL "20A"
N.T.S.

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

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BRANSTON DRIVE
(I.O.D./R.O.W.)

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

SIERRA GLEN DRIVE
(I.O.D./R.O.W.)

MARKET STREET
(I.O.D./R.O.W.)

SEE SHEET 22

SEE SHEET 23

SEE SHEET 18

SEE SHEET 20

SEE SHEET 20

SEE DETAIL "21A" ON THIS SHEET

R=1050' Δ=11°36'41" L=212.79'
CB=N76°22'41"E CD=212.42'

N07°48'59"W
95.49'

R=1050' Δ=22°11'19" L=406.63'
CB=N86°43'20"W CD=404.09'

N70°34'20"E
100.00'
100.00'

R=500' Δ=33°21'12" L=291.06'
CB=N68°20'38"E CD=286.97'

N85°01'14"E
103.90'
103.90'

R=481' Δ=33°21'12" L=280.00'
CB=N68°20'38"E CD=276.07'

R=750' Δ=14°26'53" L=189.13'
CB=N77°47'47"E CD=188.63'

R=769' Δ=14°26'53" L=193.92'
CB=N77°47'47"E CD=193.40'

R=1031' Δ=33°47'59" L=608.21'
CB=N87°28'20"E CD=599.42'

R=1050' Δ=33°47'59" L=619.41'
CB=N87°28'20"E CD=610.47'(OA)

15'
P.U.E.

DRAINAGE EASEMENT
PER DOC. No. 2006-0122389
SEE SHEET 23

N75°37'40"W 256.37'
256.37'

N86°25'23"W 152.38'
152.38'

R=750' Δ=10°47'43" L=141.31'
CB=N81°01'32"W CD=141.10'

R=769' Δ=10°47'43" L=144.89'
CB=N81°01'32"W CD=144.67'

R=481' Δ=16°35'06" L=139.23'
CB=N78°07'50"W CD=138.74'

R=500' Δ=15°46'08" L=137.61'
CB=N78°32'19"W CD=137.17'

40
13.17 A.C.±

39
20.89 A.C.±

38

41

42

43

32

33

37

N87°02'25"E 2169.57'(OA)
2143.66'

125' S.M.U.D. EASEMENT
PER D.N. 935 O.R. 29

N87°02'25"E

250' TOWER EASEMENT
PER D.N. 612 O.R. 534

N87°02'25"E 2050.82'(OA)
1953.60'

35' E.E. PER
D.N. 2005-0162745

N87°02'25"E 100.17'

AREA E-20(2)

N00°23'36"E 328.72'

N00°23'36"E 334.58'

N00°26'07"W 1333.68'(2)(3)

168.15'

125.12'

410.40'(3)

250.24'

35.03'

268.05'(3)

N51°40'02"E 996.74'(OA)
493.57'

311.08'

182.49'

25.91'

R=31' Δ=91°57'33" L=49.75'
CB=N05°41'16"E CD=44.58'

23'
P.U.E.

R=1174' Δ=10°45'09" L=220.32'
CB=N45°40'05"W CD=220.00'

R=1200' Δ=17°02'23" L=356.88'
CB=N46°19'52"W CD=355.57'

S38°57'20"W(R)

N48°48'10"W 110.00'

35.64'

97.22'

532.46'(OA)
496.82'

N54°51'03"W 563.91'

60'
P.U.E./P.E.

26'

25.00'

100.00'

1195.12'(OA)

512.00'(3)

N89°36'24"W 1320.12'(2)(3)(OA)

DETAIL "21A"
N.T.S.

N18°35'35"E(R)

446.70'

425.93'(3)

21.11'

20.14'

N19°20'44"E(R)

20.24'

N20°09'42"E(R)

16.06'

152.09'(3)

N00°26'07"W 1333.68'(2)(3)(OA)

R=500' Δ=06°18'11" L=55.00'
CB=N67°30'10"W CD=54.98'(3)(TIE)

N

0 50 100 200
SCALE: 1"=100'

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)

T11N R5E 26|25 35|36 1967 R C E 13444

RE-SET WITH STANDARD MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:

T11N R5E 26|25 35|36 2017 RP L S 7944

WESTPARK VILLAGE 10 PHASE 2 BB MAPS 79

WESTPARK VILLAGE 10 PHASE 2 BB MAPS 80

N89°18'15"W 5279.53'(2)(3)(OA)
N89°18'15"W 2639.76(BNDY)
1471.28'

N00°30'19"W 207.94'
24.01'
23.98'
N02°10'00"E 149.66'
57.94'

30' P.U.E./P.E.

MARKET STREET (I.O.D./R.O.W.)

Δ=12°41'42" L=262.12'
CB=N06°51'10"W CD=261.58'

R=1183' Δ=18°41'15" L=385.84'(OA)
CB=N09°50'56"W CD=384.14'

N90°00'00"E 41.70'
N75°34'56"W 129.46'
N59°52'08"W 149.51'
N76°33'23"E 136.57'
N69°56'26"E 154.17'(OA)
123.95'
30.22'

S76°47'59"W(R)
Δ=05°59'32" L=123.72'
CB=N16°11'47"W CD=123.67'
Δ=37°18'21" L=781.33'
CB=N19°09'29"W CD=767.60'
S70°48'26"W(R)
N26°32'48"W 110.00'
S65°28'31"W(R)
21' P.U.E.
R=1174' Δ=10°45'09" L=220.32'
CB=N29°54'04"W CD=220.00'

R=31' Δ=93°03'20" L=50.35'
CB=N81°48'18"W CD=44.99'
N87°02'25"E 186.99'

R=1200' Δ=54°20'44" L=1138.21'
CB=N27°40'41"W CD=1096.02'(OA)

R=1174' Δ=03°42'13" L=75.89'
CB=N33°25'32"W CD=75.87'

Δ=01°17'52" L=11.75'
CB=N52°18'58"E CD=11.75'

15' P.U.E.
492.61'(OA)
364.60'
936.74'(OA)
551.16'
N51°40'02"E 126.01'

125' S.M.U.D. EASEMENT PER D.N. 935 O.R. 29

385.56'

SIERRA GLEN DRIVE (I.O.D./R.O.W.)

42
14.51 A.C.±

41
4.35 A.C.±

40
SEE SHEET 21

SEE SHEET 8

SEE SHEET 23

BRANSTON DRIVE (I.O.D./R.O.W.)

R=1200' Δ=08°30'42" L=178.27'
CB=N03°33'38"W CD=178.11'
R=1223' Δ=08°30'42" L=181.69'
CB=N03°33'38"W CD=181.52'

23.00'
62.28'
23.00'
N00°41'43"E 62.28'

12.5' P.U.E.
46.63'
N82°11'01"E(R) 4.00'
R=31' Δ=87°23'41" L=47.29'
CB=N35°52'52"E CD=42.83'
R=1050' Δ=11°36'41" L=212.79'
CB=N76°22'41"E CD=212.42'
R=1069' Δ=09°00'22" L=168.03'
CB=N75°04'31"E CD=167.86'
N07°48'59"W 95.49'

R=750' Δ=14°26'53" L=189.13'
CB=N77°47'47"E CD=188.63'
R=731' Δ=14°26'53" L=184.33'
CB=N77°47'47"E CD=183.85'
Δ=32°03'20" L=290.37'
CB=N68°59'34"E CD=286.60'
20' P.E.
R=519' Δ=33°21'12" L=302.12'(OA)
CB=N68°20'38"E CD=297.87'
12.5' P.U.E.
N37°02'06"W(R) 98.86'(OA) 83.73' 15.13'
R=500' Δ=33°21'12" L=291.06'
CB=N68°20'38"E CD=286.97'
103.90'
N85°01'14"E 103.90'
100.00'
N70°34'20"E 100.00'

N
0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

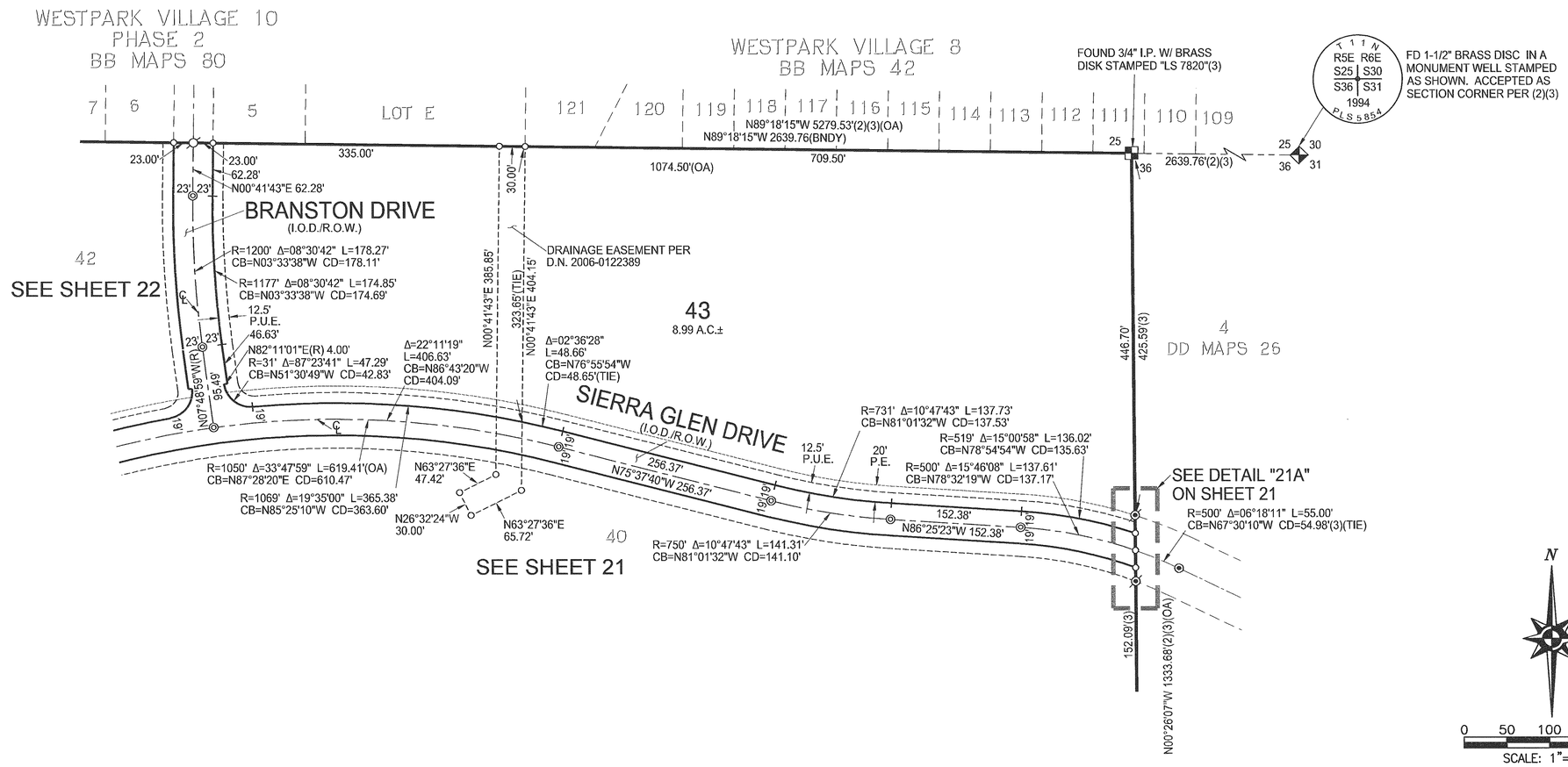
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

SIERRA VISTA - FEDERICO

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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JANUARY 2018

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302-805

BOOK DD OF MAPS, PAGE 26

A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157

ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F' AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15 OF PARCEL MAPS, AT PAGE 143.
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015

BAKER-WILLIAMS ENGINEERING GROUP
Sheet 1 of 10

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS PLAT OF " LARGE LOT SUBDIVISION MAP OF THE VILLAGES AT SIERRA VISTA " SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

*THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE DRIVE, STREET, ROAD, WAY AND BOULEVARD SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING WITHIN LOTS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(C) PUBLIC EASEMENTS FOR PEDESTRIAN ACCESS ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED 'P.E.' (PEDESTRIAN EASEMENT).

(D) PUBLIC EASEMENT FOR PEDESTRIAN AND BICYCLES ACCESS AND THE INSTALLATION AND MAINTENANCE OF A BIKE PATH, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED 'B.P.E.' (BIKE PATH EASEMENT)

(E) PUBLIC EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED 'M.A.E.' (MAINTENANCE ACCESS EASEMENT)

(F) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS FIDDYMENT ROAD, VISTA GRANDE BOULEVARD, UPLAND DRIVE, SIERRA GLEN DRIVE AND MARKET STREET.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) LOTS 3, 5, 6, 7, 24 AND 25 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

(B) LOTS 9, 17 AND 23 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PARK PURPOSES.

(C) LOT 8 SHOWN HEREON FOR A WELL SITE.

(D) LOT 10 SHOWN HEREON FOR A SCHOOL SITE

(E) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREET SHOWN HEREON AS BRAMBLEWOOD WAY AND SAN FERNANDO DRIVE.

MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: JOHN L. MOURIER III
MANAGING MEMBER

NOTARY STATEMENT:

CERTIFICATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS ~~STATEMENT~~ 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 PLACER)

ON JUNE 10th, 2015 BEFORE ME Karen Headley, NOTARY PUBLIC PERSONALLY APPEARED JOHN L. MOURIER III WHO PROVED TO ME ON BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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 SEAL.

NOTARY PUBLIC SIGNATURE

KAREN Headley
PRINT NAME

MY COMMISSION NO. IS 2086157.

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY.

MY COMMISSION EXPIRES Oct 16, 2018

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MOURIER LAND INVESTMENT CORP., IN AUGUST 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2016, THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE 6/08/15

JOHN KARL JEFFRIES L.S. 7820
EXPIRES 12/31/2015

LICENSED LAND SURVEYOR
JOHN KARL JEFFRIES
No. 7820
EXPIRES 12/31/2015
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "LARGE LOT SUBDIVISION MAP OF THE VILLAGES AT SIERRA VISTA" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED 7/20/15

MARC STOUT R.C.E. 69879
ACTING CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2016

I HEREBY STATE THAT I AM SATISFIED THAT THIS PLAT OF "LARGE LOT SUBDIVISION MAP OF THE VILLAGES AT SIERRA VISTA" IS TECHNICALLY CORRECT.

For Marc Stout, Acting City Engineer, City of Roseville

DATED 7/1/15

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
EXP. 12/31/15
STATE OF CALIFORNIA

TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2015

PUBLIC AGENCY STATEMENT:

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT, SHOULD THE CITY OF ROSEVILLE DETERMINE THAT THE PUBLIC PURPOSE FOR WHICH LOT 8 IS DEDICATED NO LONGER EXISTS, THE CITY OF ROSEVILLE SHALL RECONVEY THE PROPERTY TO THE GRANTOR, WHOSE CURRENT ADDRESS IS LISTED BELOW, OR TO THEIR SUCCESSOR(S) IN INTEREST:

MOURIER INVESTMENTS, LLC
1430 BLUE OAKS BOULEVARD, SUITE 190
ROSEVILLE, CA 95747

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF "LARGE LOT SUBDIVISION MAP OF THE VILLAGES AT SIERRA VISTA" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS AND RIGHTS-OF-WAY HEREON OFFERED FOR DEDICATION. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS.

DATED 7/21/15

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT 36 MINUTES AFTER 11 O'CLOCK A.M. ON THE 27th DAY OF July, 2015 AND RECORDED IN BOOK DD OF MAPS, AT PAGE 26.

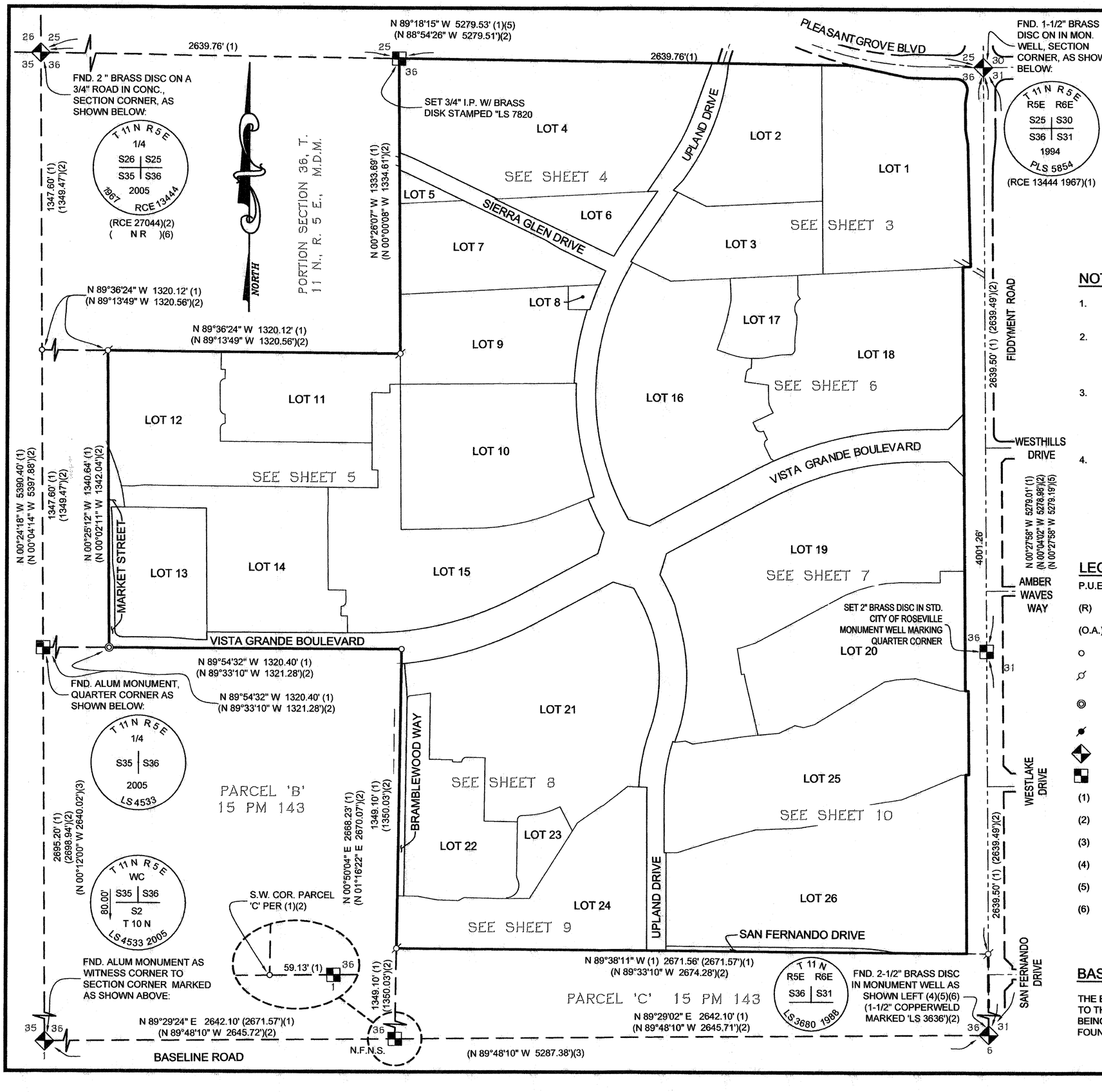
DOCUMENT NO. 2015-0065822

Jim McCauley
COUNTY RECORDER OF PLACER COUNTY

FEE $35.00

BY: L. McCann
DEPUTY

JOB NO. 14-07-024



A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157

ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F' AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15 OF PARCEL MAPS, AT PAGE 143.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 300'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 2 of 10

NOTES:

1. THE TOTAL AREA OF THIS SUBDIVISION INCLUDING 2012-0062888 IS 282.945 ACRES MORE OR LESS AND CONSISTS OF 26 LARGE LOTS.
2. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E133171.000 DATED SEPTEMBER 10, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT.
3. AN IRREVOCABLE OFFER OF DEDICATION IN FEE TO THE CITY OF ROSEVILLE FOR RIGHT-OF-WAY , OPEN SPACE AND WELL SITE DEDICATION, FILED AS INSTRUMENT NO. 2015-0064321, AFFECTS THE RIGHTS-OF-WAY SHOWN HEREON FOR DEDICATION IN FEE FOR PUBLIC PURPOSES AS ITEM (A) ON SHEET 1 AND LOTS 3, 6, 7, 8, 24 AND 25 SHOWN HEREON.
4. AN IRREVOCABLE OFFER OF DEDICATION OF EASEMENT TO THE CITY OF ROSEVILLE FOR PUBLIC UTILITY PURPOSES, FILED AS INSTRUMENT NO. 2015-0064331, AFFECTS THE RIGHTS-OF-WAY SHOWN HEREON FOR DEDICATION IN FEE FOR PUBLIC PURPOSES AS ITEM (A) ON SHEET 1 AND LOTS 2, 5, 6, 7, 8 AND 13 SHOWN HEREON.

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
(O.A.)	OVER ALL DISTANCE
o	DIMENSION POINT
⌀	SET 3/4" IRON PIPE W/ BRASS DISC STAMPED "LS 7820"
◎	SET 2" BRASS DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL
⌀	FOUND MONUMENT AS NOTED
◆	FOUND SECTION CORNER AS NOTED
■	FOUND QUARTER CORNER AS NOTED
(1)	RECORD PER 18 RS 118
(2)	RECORD PER 15 PM 143
(3)	RECORD PER 8 PM 53
(4)	RECORD PER 11 RS 102
(5)	RECORD PER 18 RS 49
(6)	RECORD PER 18 RS 64

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE EAST LINE OF SECTION 36, T. 11 N., R. 5 E., M.D.M., BEING N 00°27'58" W AND ESTABLISHED BY MONUMENTS FOUND AS SHOWN HEREON.

S.M. # = SUBDIVSION MAP LOT #
T.M. # = TENTATIVE MAP LOT #
S.P. # = SPECIFIC PLAN LOT #

S.M. #	T.M. #	S.P. #
1	LOT JM-41	JM-41
2	LOT JM-30	JM-30
3	LOT JM-83	JM-83
4	LOT JM-01	JM-1
5	LOT JM-80	JM-80
6	LOT JM-82	JM-82
7	LOT JM-81	JM-81
8	LOT JM-60	JM-60
9	LOT JM-50	JM-50
10	LOT JM-61	JM-61
11	LOT JM-20D	JM-20D
12	LOT JM-20C	JM-20D
13	LOT JM-40	JM-40
14	LOT JM-20B	JM-20B
15	LOT JM-20A	JM-20B
16	LOT JM-02A	JM-2A
17	LOT JM-51	JM-51
18	LOT JM-02B	JM-2B
19	LOT JM-03A	JM-3A/3B
20	LOT JM-03B	JM-3A/3B
21	LOT JM-04A	JM-4
22	LOT JM-04B	JM-4
23	LOT JM-52	JM-52
24	LOT JM-84	JM-84
25	LOT JM-85	JM-85
26	LOT JM-21	JM-21

JOB NO. 14-07-024

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C4	12.11'	87.00'	7° 58' 42"	S 9°55'36" W	12.10'
C5	48.21'	526.00'	5° 15' 04"	S 10°45'07" W	48.19'
C8	118.10'	1,200.00'	5° 38' 19"	S 31°22'59" W	118.05'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	73.74'	N 74° 40' 17" W
L3	47.06'	S 64° 21' 05" E

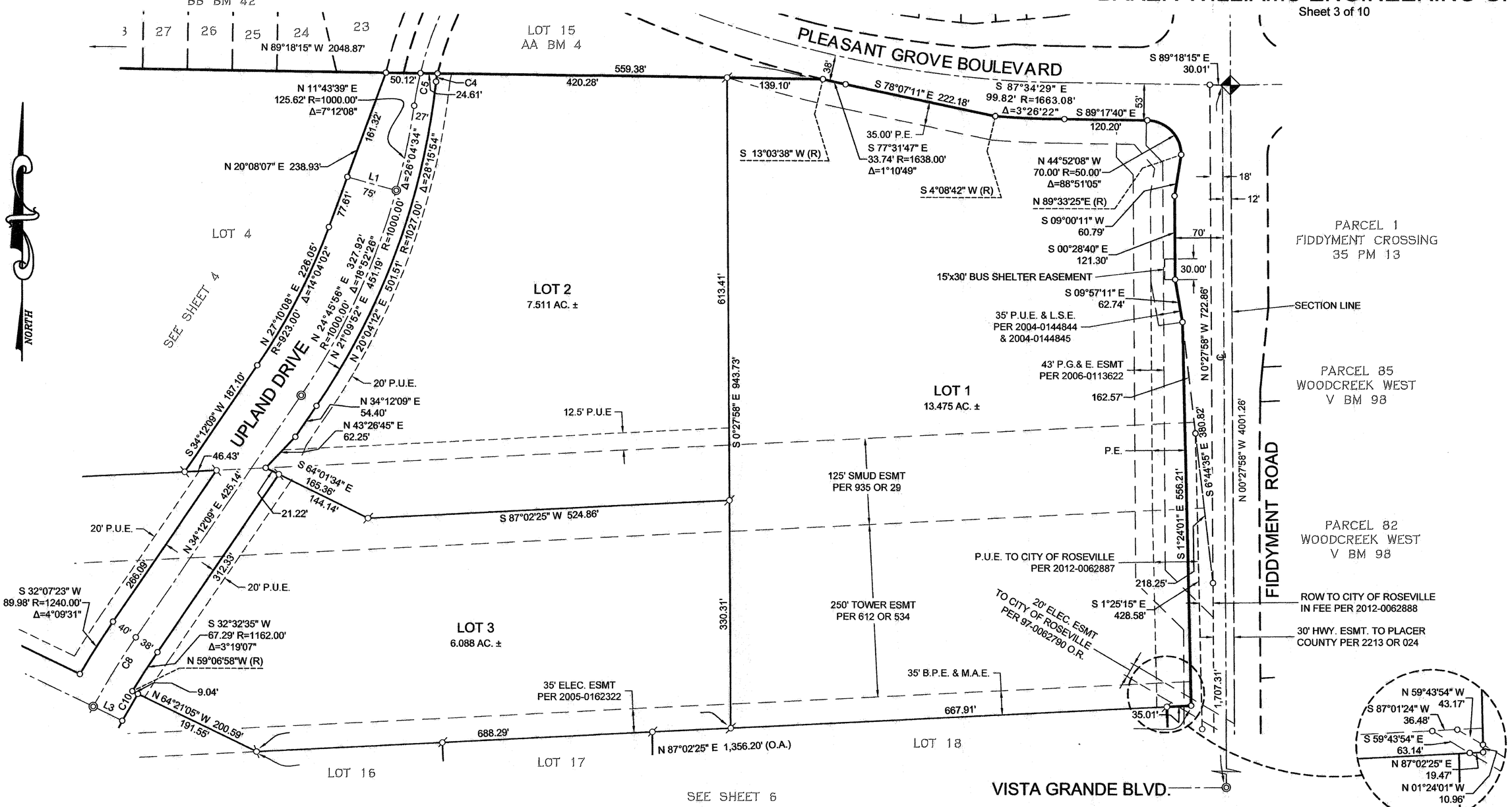
A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157
ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F' AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15 OF PARCEL MAPS, AT PAGE 143.
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 100'

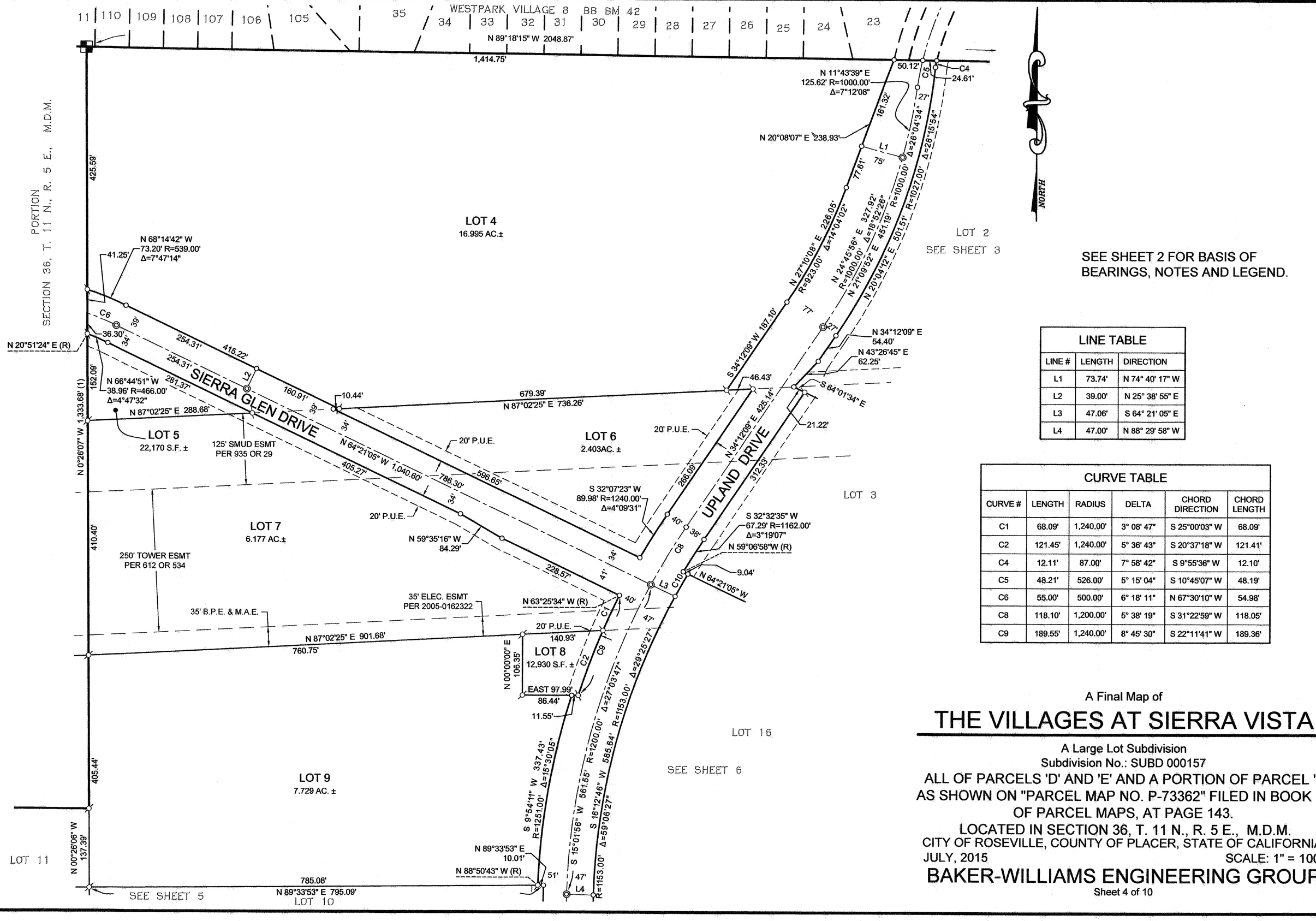
BAKER-WILLIAMS ENGINEERING GROUP

Sheet 3 of 10



SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

JOB NO. 14-07-024



SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	73.74'	N 74° 40' 17" W
L2	39.00'	N 25° 38' 55" E
L3	47.06'	S 64° 21' 05" E
L4	47.00'	N 88° 29' 58" W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	68.09'	1,240.00'	3° 08' 47"	S 25°00'03" W	68.09'
C2	121.45'	1,240.00'	5° 36' 43"	S 20°37'18" W	121.41'
C4	12.11'	87.00'	7° 58' 42"	S 9°55'36" W	12.10'
C5	48.21'	526.00'	5° 15' 04"	S 10°45'07" W	48.19'
C6	55.00'	500.00'	6° 18' 11"	N 67°30'10" W	54.98'
C8	118.10'	1,200.00'	5° 38' 19"	S 31°22'59" W	118.05'
C9	189.55'	1,240.00'	8° 45' 30"	S 22°11'41" W	189.36'

A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157
ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F'
AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15
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LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

JOB NO. 14-07-024

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision Subdivision No.: SUBD 000157

ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F' AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15 OF PARCEL MAPS, AT PAGE 143.

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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JULY, 2015 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 5 of 10

PORTION
SECTION 36, T. 11 N., R. 5 E., M.D.M.

PORTION
SECTION 36, T. 11 N., R. 5 E., M.D.M.

NORTH

LOT 9

SEE SHEET 4

LOT 10
11.831 AC. ±

LOT 11
6.774 AC. ±

LOT 12
10.211 AC. ±

LOT 13
5.652 AC. ±

LOT 14
9.497 AC. ±

LOT 15
13.171 AC. ±

LOT 16

SEE SHEET 6

LOT 21

SEE SHEET 8

LINE TABLE		
LINE #	LENGTH	DIRECTION
L4	47.00'	N 88° 29' 58" W
L5	73.23'	N 0° 26' 07" W
L6	15.29'	S 0° 26' 07" E
L7	27.65'	S 4° 45' 08" E
L8	73.00'	N 28° 10' 58" W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C7	30.14'	400.00'	4° 19' 01"	S 2°35'38" E	30.13'

MARKET STREET

VISTA GRANDE BOULEVARD

UPLAND DRIVE

20' P.U.E.

25' P.E. & P.U.E.

M.A.E.

PARCEL 'B'
15 PM 143

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

JOB NO. 14-07-024

SHEET 5 OF 10

PLEASANT GROVE BLVD.

SIERRA GLEN DRIVE

SEE SHEET 4

SEE SHEET 3

SEE SHEET 5

SEE SHEET 7

LOT 1

LOT 3

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 15

LOT 16
15.267 AC. ±

LOT 17
2.599 AC. ±

LOT 18
14.404 AC. ±

LOT 19

35' ACCESS ESMT

35' ELEC. ESMT TO CITY OF ROSEVILLE PER 2005-0162322

N 64°21'05" W 200.59'
191.55'

667.91'
746.70'

688.29'
304.76'
269.72'

N 87°02'25" E 1,356.20' (O.A.)
S 00°27'58" E 89.24'
S 32°10'35" E 20.00'
S 14°53'14" W 70.84' R=52.00' Δ=85°52'22"
S 3°46'44" W 62.13' R=327.00' Δ=10°54'08"
S 4°22'55" W 63.05' R=373.00' Δ=9°41'47"
S 00°27'58" E 23.01'
S 44°32'02" W 31.11' R=22.00' Δ=90°00'00"
S 89°32'02" W 15.00'
N 01°56'32" E 46.00'
S 84°03'35" W 89.69' R=327.00' Δ=15°45'54"
S 87°39'38" E 182.05' R=327.00' Δ=32°19'30"
S 82°51'20" W 69.31' R=298.00' Δ=13°21'24"
S 14°51'38" E 14.60' R=32.00' Δ=26°22'37"
N 4°59'31" E 42.06' R=152.00' Δ=15°54'13"
N 02°57'36" W 76.95'
N 12°56'37" E 74.03'
N 15°43'22" E 40.83' R=421.00' Δ=5°33'30"
N 18°30'07" E 98.00'
N 71°29'53" W 66.95'
S 79°46'40" E 94.18' R=327.00' Δ=16°33'35"
S 1°56'32" W (R)
N 08°29'02" E 103.98'
N 50°12'47" E 29.29' R=22.00' Δ=83°27'30"
N 08°29'02" E 37.75'
N 82°18'12" W 107.21'
N 00°14'06" W 61.35'
N 06°49'21" W 27.20'
N 25°24'13" W 41.73'
N 69°53'11" W 30.83' R=22.00' Δ=88°57'56"
N 64°35'47" E 100.00'
S 65°42'35" W 4.73' R=1715.00' Δ=0°09'29"
N 24°12'41" W 42.00'
S 25°24'13" E 30.31'
N 25°24'13" W 33.26'
S 25°24'13" E 227.72'
N 20°11'33" E 31.43' R=22.00' Δ=91°11'33"
N 25°24'13" W 64.24'
S 64°40'32" W 31.63' R=1573.00' Δ=1°09'08"
S 63°40'50" W 23.00' R=1573.00' Δ=0°50'16"
S 62°57'30" W 62.65' R=1573.00' Δ=2°16'56"
S 63°32'04" W 94.27' R=1573.00' Δ=3°26'03"

N 25°24'13" W 64.24'
N 36°15'11" W 8.66' R=23.00' Δ=21°41'55"
N 64°03'49" W 6.40'
S 77°23'34" W 661.67' R=1573.00' Δ=24°16'57"
S 42°53'52" W (R)

N 8°05'25" E 3.81' R=277.00' Δ=0°47'14"
N 08°29'02" E 37.75'
S 8°51'13" E 157.81' R=277.00' Δ=33°06'01"
N 82°18'12" W 107.21'

S 8°27'36" E 188.27' R=323.00' Δ=33°53'15"
M.A.E.
S 8°51'13" E 157.81' R=277.00' Δ=33°06'01"

S 77°23'34" W 661.67' R=1573.00' Δ=24°16'57"
S 75°40'32" W 753.54' R=1573.00' Δ=27°43'00"
S 76°48'16" W 661.04' R=1500.00' Δ=25°27'31"
S 75°40'32" W 718.57' R=1500.00' Δ=27°43'00"
S 76°47'17" W 629.67' R=1427.00' Δ=25°29'30"
S 75°40'32" W 683.60' R=1427.00' Δ=27°43'00"

N 01°24'01" W 33.72'
20.00' ELEC. EASEMENT TO CITY OF ROSEVILLE PER 97-0062790
35.01'
1,707.31'
85'
97.00'
43' P.G.& E. ESMT. PER 2006-0113622
43' P.G.& E. ESMT. PER 2006-0037597
N 0°27'58" W 628.98'
S 0°27'58" E 770.36'
N 89°18'15" W 4001.26'
CONSTRUCTION CENTERLINE
18.00'
12.00'
R/W TO CITY OF ROSEVILLE IN FEE PER 2012-0062888
30' HWY. ESMT. TO PLACER COUNTY PER 2213 O.R. 024
FIDDYMENT ROAD
CITY OF ROSEVILLE 3870 OR 612
R/W TO CITY OF ROSEVILLE IN FEE PER 2012-0062888
30' HWY. ESMT. TO PLACER COUNTY PER 2213 OR 024
P.U.E. TO CITY OF ROSEVILLE PER 2012-0062887
S 44°32'02" W 98.99'
143.65'
S 89°32'02" W 298.65'
S 08°59'47" W 60.77'
S 00°27'58" E 20.17'
S 09°55'41" E 60.77'
S 45°27'58" E 99.00'
PARCEL 83 WOODCREEK WEST V BM 98
WESTHILLS DRIVE
WOODCREEK WEST PARCEL 16 Y BM 32
81
82
83

EAST 11.55'
51'
S 9°54'11" W 337.43' R=1251.00' Δ=15°30'05"
S 15°01'58" W 561.55' R=1200.00' Δ=56°44'47" (O.A.)
S 16°12'46" W 585.64' R=1153.00' Δ=59°06'27"
N 89°33'53" E 10.01'
N 88°50'43" W (R)
L4
S 0°11'26" W 1137.41' R=1153.00' Δ=56°31'19"
S 3°00'35" W 1243.00' R=1241.00' Δ=19°15'58"
20' P.U.E.
41'
S 7°21'35" E 415.33'
UPLAND DRIVE
S 1°22'16" W 1137.41' R=1153.00' Δ=29°41'00"
S 1°22'16" W 614.76' R=1200.00' Δ=29°41'00"
S 16°20'28" E 590.68' R=1153.00' Δ=29°20'28"
S 16°20'28" E 538.26'
N 67°54'44" E 28.10'
S 68°08'12" W (R)
S 25°01'23" E 140.77' R=1277.00' Δ=6°19'09"
N 28°10'58" W 27.25'
S 16°49'02" W 98.99'
N 73°10'58" W 98.99'
47'
77'
73'
N 28°10'58" W 27.25'
N 73°10'58" W 98.99'
S 28°10'58" E 170.25'
N 61°49'02" E 655.26'
529.26'
VISTA GRANDE BOULEVARD
S 16°49'02" W 98.99'
N 28°10'58" W 205.55'
N 73°10'58" W 98.99'

C1 C2 C8 C9 C10 C11 C12 C13 L3 L4 L9 L10

LINE TABLE		
LINE #	LENGTH	DIRECTION
L3	47.06'	S 64° 21' 05" E
L4	47.00'	N 88° 29' 58" W
L9	73.00'	N 25° 16' 50" W
L10	73.00'	N 25° 24' 13" W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	68.09'	1,240.00'	3° 08' 47"	S 25°00'03" W	68.09'
C2	121.45'	1,240.00'	5° 36' 43"	S 20°37'18" W	121.41'
C8	118.10'	1,200.00'	5° 38' 19"	S 31°22'59" W	118.05'
C9	189.55'	1,240.00'	8° 45' 30"	S 22°11'41" W	189.36'
C10	45.12'	1,153.00'	2° 14' 32"	S 29°48'13" W	45.12'
C11	60.35'	327.00'	10° 34' 30"	S 82°46'13" E	60.27'
C12	34.16'	327.00'	5° 59' 06"	S 74°29'26" E	34.14'
C13	59.11'	1,500.00'	2° 15' 29"	S 62°56'46" W	59.11'

A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157
ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F' AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15 OF PARCEL MAPS, AT PAGE 143.
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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 6 of 10

JOB NO. 14-07-024

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C13	59.11'	1,500.00'	2° 15' 29"	S 62°56'46" W	59.11'
C14	530.96'	847.00'	35° 55' 00"	N 1°33'06" E	522.30'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L9	73.00'	N 25° 16' 50" W
L10	73.00'	N 25° 24' 13" W
L11	47.03'	N 89° 16' 45" E
L12	77.00'	N 88° 42' 34" W

SEE SHEET 6

LOT 18

LOT 16

LOT 19
19.543 AC. ±

LOT 20
10.632 AC. ±

LOT 21

LOT 25

SEE SHEET 8

SEE SHEET 10

VISTA GRANDE BOULEVARD

UPLAND DRIVE

FIDDYMENT ROAD

WESTHILLS DRIVE

AMBER WAVES WAY

P.U.E. TO CITY OF ROSEVILLE PER 2012-0062887

PARCEL 83 WOODCREEK WEST V BM 98

PARCEL 16 WOODCREEK WEST Y BM 32

PARCEL 2A WOODCREEK WEST X BM 83

43' P.G.& E. ESMT. PER 2006-0037597

ROW TO CITY OF ROSEVILLE IN FEE PER 2012-0062888

30' HWY. ESMT. TO PLACER COUNTY PER 2213 O.R. 024

CONSTRUCTION CENTERLINE

SET 2" BRASS DISC IN STD. CITY OF ROSEVILLE MONUMENT WELL MARKING QUARTER CORNER

M.A.E.

NORTH

A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157
ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F'
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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015
SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 7 of 10

JOB NO. 14-07-024

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

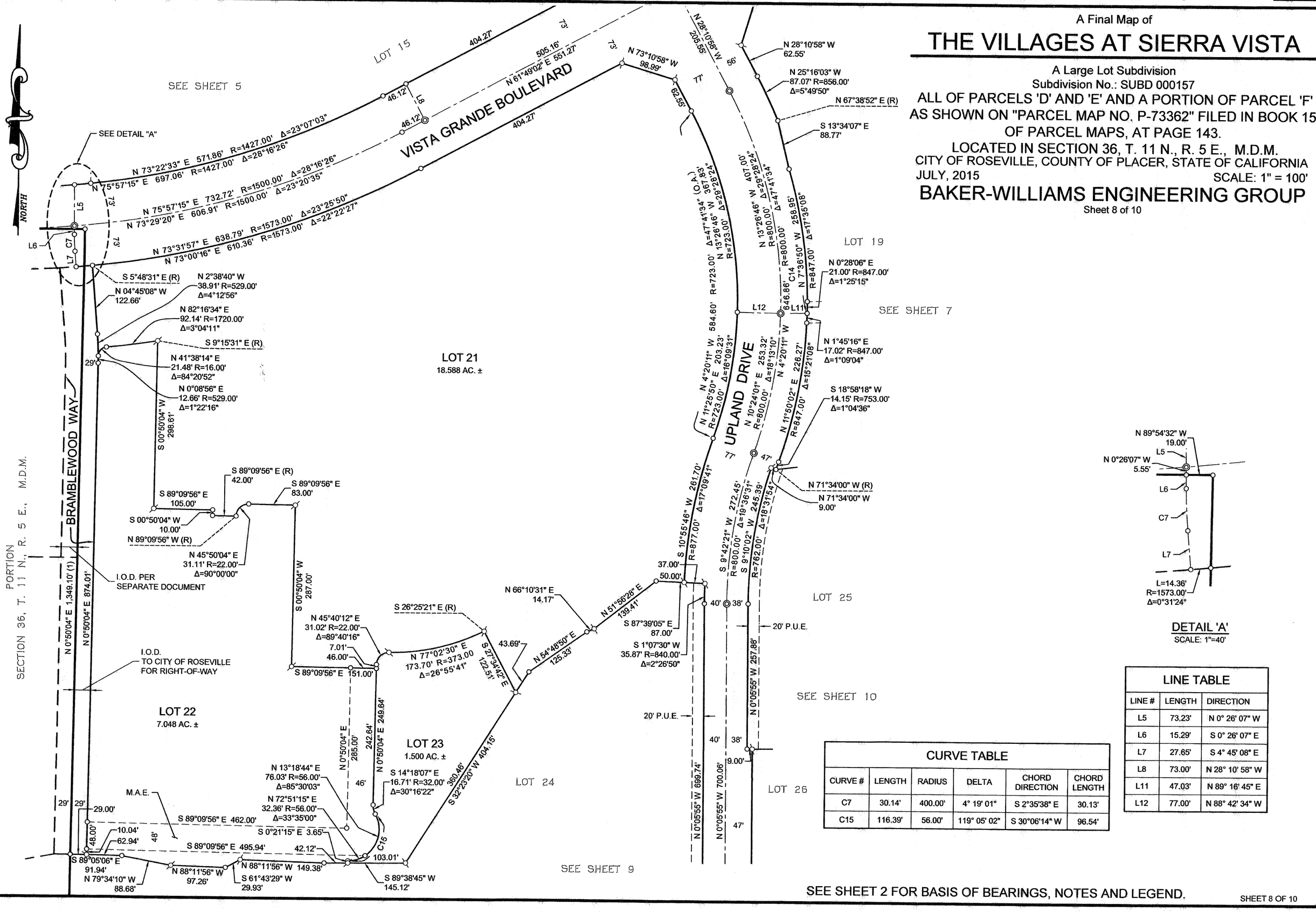
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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 8 of 10



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C7	30.14'	400.00'	4° 19' 01"	S 2°35'38" E	30.13'
C15	116.39'	56.00'	119° 05' 02"	S 30°06'14" W	96.54'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L5	73.23'	N 0° 26' 07" W
L6	15.29'	S 0° 26' 07" E
L7	27.65'	S 4° 45' 08" E
L8	73.00'	N 28° 10' 58" W
L11	47.03'	N 89° 16' 45" E
L12	77.00'	N 88° 42' 34" W

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

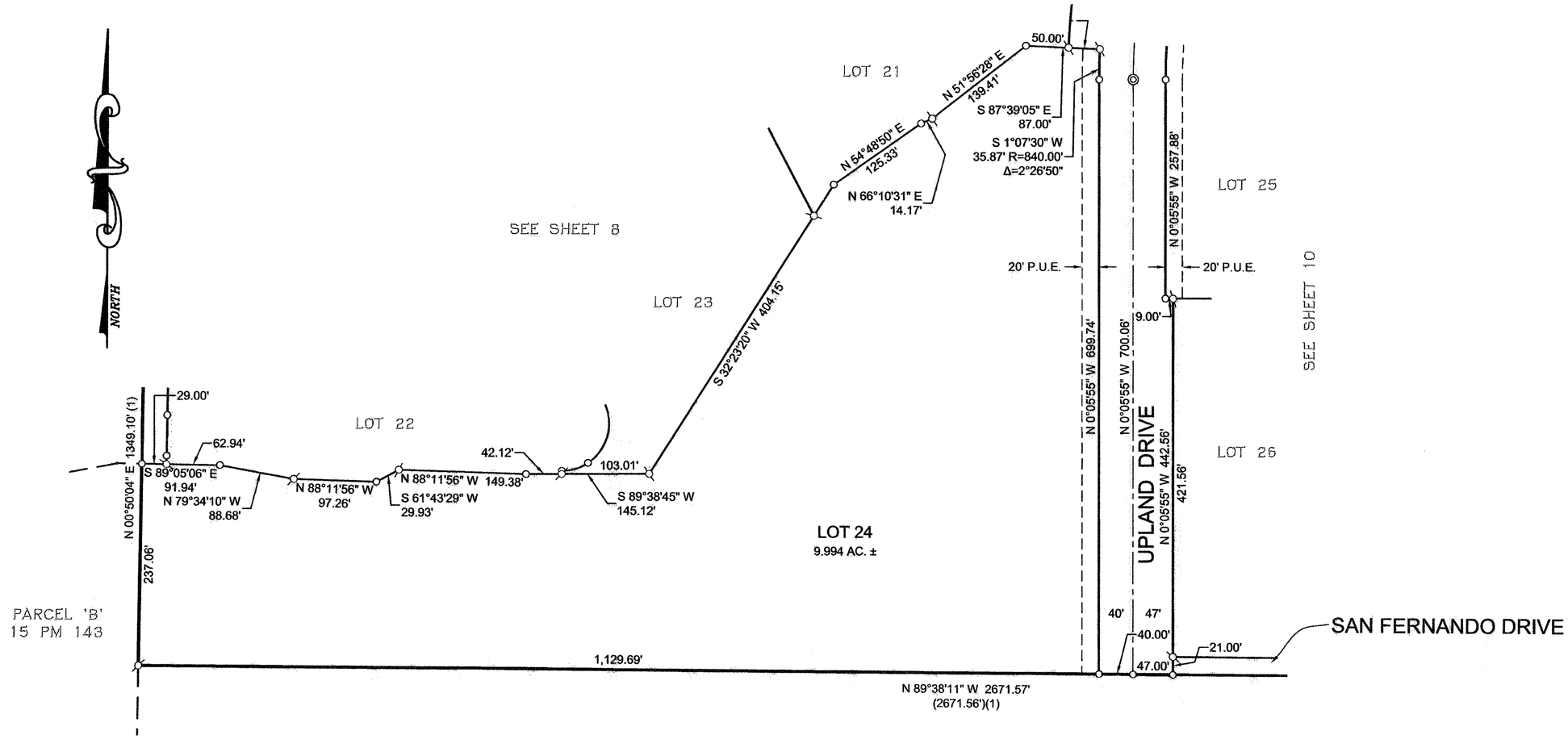
JOB NO. 14-07-024

A Final Map of

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JULY, 2015 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP
Sheet 9 of 10



SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

JOB NO. 14-07-024

A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision Map
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BAKER-WILLIAMS ENGINEERING GROUP

Sheet 10 of 10

VISTA GRANDE BLVD.

43' P.G.& E. ESMT. PER 2006-0037597

36 31

85' 14.00' 21.00'

N 79°27'50" E 54.04'

S 74°28'50" E 210.61'

N 86°37'43" E 85.83'

N 89°32'02" E 35.00'

71'

S 0°27'58" E 2,156.33'

376.67'

LOT 20

SEE SHEET 7

SEE SHEET 8

LOT 21

LOT 19

N 58°35'05" E 371.56'

S 18°58'18" W 14.15' R=753.00' Δ=1°04'36"

N 83°22'29" E 48.39'

S 66°37'31" E 34.78'

N 64°06'14" E 80.94'

N 74°25'20" E 51.61'

S 77°19'59" E 39.80'

44.79' 94.11'

N 84°38'38" E 138.90'

N 81°26'14" E 254.10'

N 71°34'00" W (R)

N 71°34'00" W 9.00'

77' 38'

S 10°55'46" W 261.70' R=877.00' Δ=17°09'41"

S 9°42'21" W 272.45' R=800.00' Δ=19°36'31"

S 9°10'02" W 245.39' R=762.00' Δ=18°31'54"

20' P.U.E.

P.U.E. TO CITY OF ROSEVILLE PER 2012-0062887

PARCEL 2A WOODCREEK WEST X BM 83

ROW TO CITY OF ROSEVILLE PER 2012-0062888

30' HWY. ESMT. TO PLACER COUNTY PER 2213 O.R. 024

WESTLAKE DRIVE

S 89°32'02" W 35.00'

21.00' 14.00'

85'

2,294.01'

N 67°21'33" E 290.80'

N 81°03'43" E 158.59'

N 62°17'44" E 173.24'

N 81°14'17" E 152.98'

N 87°08'07" E 199.10'

N 75°07'12" E 178.20'

N 72°15'18" E 189.35'

N 89°54'05" E 59.00'

50.00' 9.00'

N 0°05'55" W 257.88'

UPLAND DRIVE

LOT 25
14.767 AC. ±

43' P.G.& E. ESMT. PER 2006-0029983

FIDDYMENT ROAD

805.31'

PARCEL 3A WOODCREEK WEST X BM 37

12' 18'

LOT 26
18.280 AC. ±

LOT 24

SEE SHEET 9

N 0°05'55" W 699.74'

N 0°05'55" W 700.06'

N 0°05'55" W 442.56'

421.56'

20' P.U.E.

40' 47'

40.00' 47.00'

21.00'

I.O.D. TO THE CITY OF ROSEVILLE FOR RIGHT-OF-WAY

SAN FERNANDO DRIVE

838.82'

N 84°28'03" W 184.47' R=1023.78' Δ=10°20'16"

N 10°42'05" E (R)

S 81°27'58" E 30.83'

1,052.89'

304.98'

16.73' 85' 50.28'

S 89°38'11" E 2,574.55'

21.00'

PARCEL 'C'
15 PM 143

NORTH

JOB NO. 14-07-024

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

COUNCIL COMMUNICATION

CC #: 2290
File #: 0400-04-12-1

Title:	Sierra Vista - Village JM-21 - Notice of Completion
Contact:	Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista - Village JM-21, CWJ#190527 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

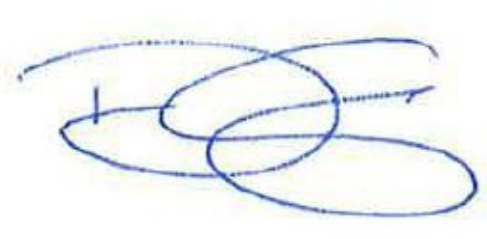
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-344

NOC

Exhibit A - Vicinity Map

Final Map

RESOLUTION NO. 22-344

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA – VILLAGE JM-21, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista – Village JM-21 is hereby approved and the public work accepted.

2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book FF of Maps, Page 56 is hereby accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

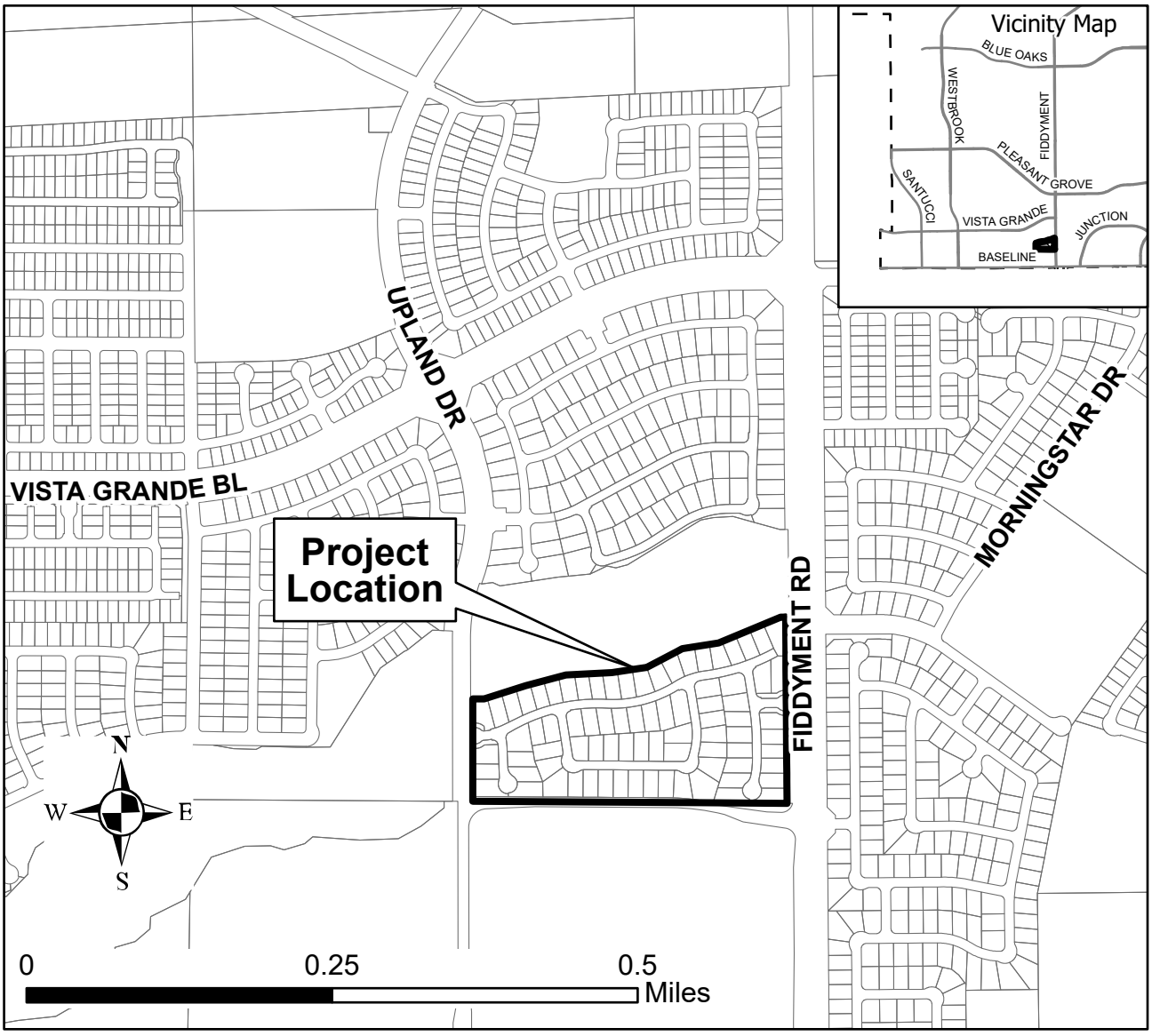
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville
Sierra Vista
Village JM-21



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - VILLAGE JM-21" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

(A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE PUBLIC STREET SHOWN HEREON AS SAN FERNANDO DRIVE, LOTS A, B, C, D, E AND F, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO LOT A AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) EMERGENCY ACCESS EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY SERVICE VEHICLES ON, OVER AND ACROSS LOT A (PRIVATE ROADS) FOR USE BY PUBLIC, CITY, COUNTY OR STATE AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL OR EMERGENCIES CAUSED BY NATURAL DISASTERS, AS SHOWN HEREON AND DESIGNATED "E.A.E." (EMERGENCY ACCESS EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREET SHOWN HEREON AS SAN FERNANDO DRIVE.

(B) LOT F AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHT-OF-WAY.

JOHN MOURIER CONSTRUCTION, INC.
A CALIFORNIA CORPORATION

BY: John L Mourier
NAME: John L. Mourier III
TITLE: President

BY: Rod Yamanaka
NAME: Rod Yamanaka
TITLE: CFO

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON May 11, 2021 BEFORE ME, Karen Headley, A NOTARY PUBLIC

PERSONALLY APPEARED John L. Mourier III and Rod Yamanaka

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Karen Headley PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 10-16-2022 MY COMMISSION NUMBER: 2258771

SURVEYOR'S STATEMENT

THIS MAP OF "SIERRA VISTA - VILLAGE JM-21" 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 WESTPARK SIERRA VISTA, LLC, IN NOVEMBER, 2017, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson Jr.
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 4/29/2021

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR.
3-31-22
No. 9265
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - VILLAGE JM-21" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: 5/13/21

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "SIERRA VISTA - VILLAGE JM-21" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: 5/26/21

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-21
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - VILLAGE JM-21", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS AND EMERGENCY ACCESS EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, THE PUBLIC RIGHTS-OF-WAY AND LOT F OFFERED HEREON FOR DEDICATION AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE EASEMENT LISTED HEREON WITHIN NOTE 6 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE

DATE: 6/17/21 BY: ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 1st DAY OF JULY, 2021, AT 11:39 A.M. IN BOOK FF OF MAPS, AT PAGE 56, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RYAN RONCO
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2021-0085346

BY: DEPUTY

FEE: $ 110.00

FINAL MAP OF
SIERRA VISTA - VILLAGE JM-21
SUBDIVISION NO. PL20-0191

BEING A SUBDIVISION OF LOT 26 AND SAN FERNANDO DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "A FINAL MAP OF THE VILLAGES AT SIERRA VISTA, A LARGE LOT SUBDIVISION, SUBDIVISION NO. SUBD 000157", FILED FOR RECORD ON JULY 29, 2015 IN BOOK DD OF MAPS, AT PAGE 26, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2021

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

BASIS OF BEARINGS:

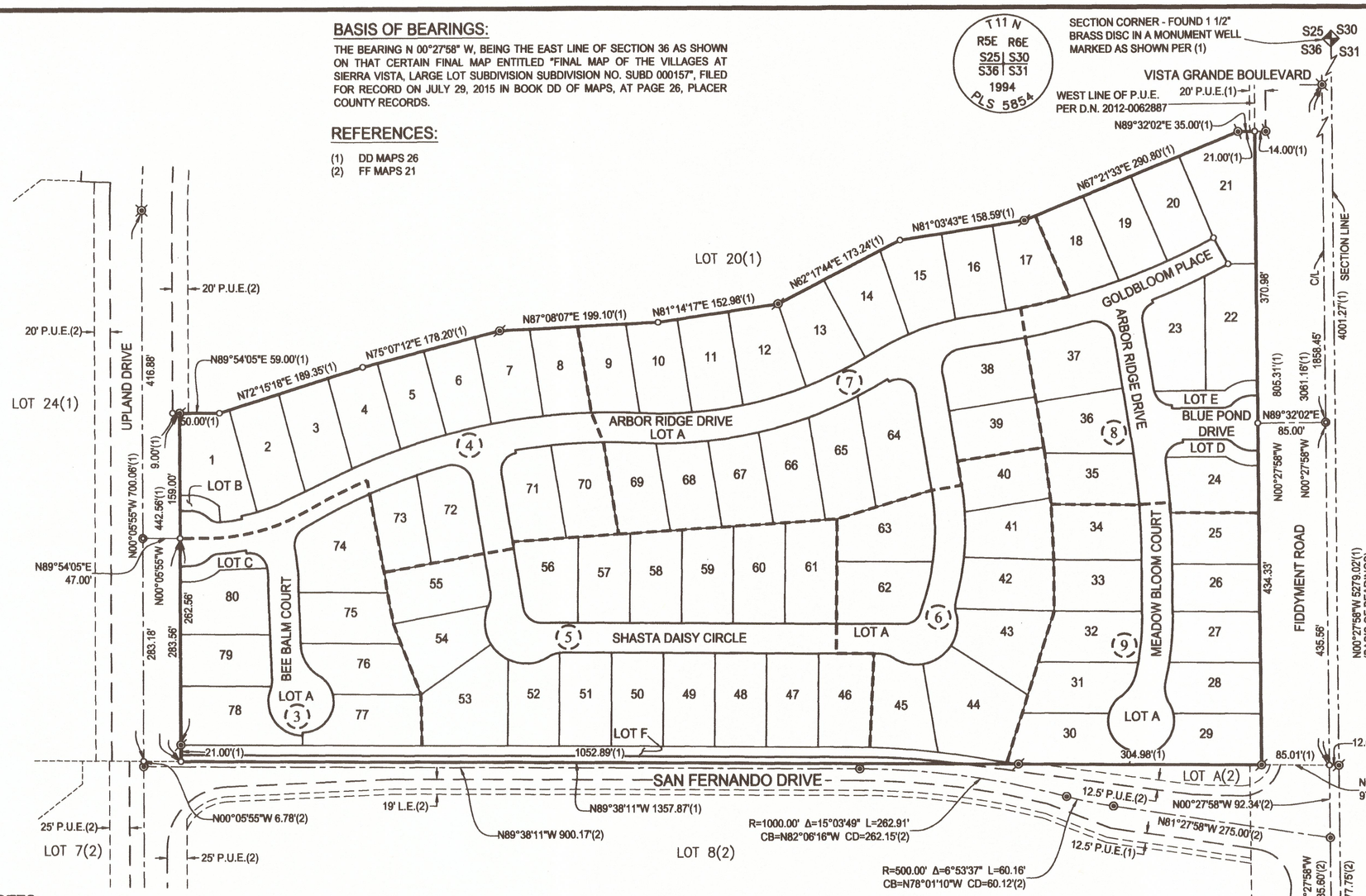
THE BEARING N 00°27'58" W, BEING THE EAST LINE OF SECTION 36 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP OF THE VILLAGES AT SIERRA VISTA, LARGE LOT SUBDIVISION SUBDIVISION NO. SUBD 000157", FILED FOR RECORD ON JULY 29, 2015 IN BOOK DD OF MAPS, AT PAGE 26, PLACER COUNTY RECORDS.

REFERENCES:

(1) DD MAPS 26
(2) FF MAPS 21

T 11 N
R5E R6E
S25 | S30
S36 | S31
1994
PLS 5854

SECTION CORNER - FOUND 1 1/2" BRASS DISC IN A MONUMENT WELL MARKED AS SHOWN PER (1)



LEGEND:

o	DIMENSION POINT
◆	FOUND SECTION CORNER AS NOTED
⊙	3/4" IRON PIPE WITH ALUMINUM CAP STAMPED "LS 7820" TO BE SET PER (1)
⊠	COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7820" TO BE SET PER (1)
◉	COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265" TO BE SET PER (2)
⊙	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
CB	CHORD BEARING
CD	CHORD DISTANCE
C/L	CENTERLINE
D.N.	DOCUMENT NUMBER
E.A.E.	EMRGENCEY ACCESS EASEMENT
(OA)	OVERALL
O.R.	OFFCIAL RECORDS
L.E.	LANDSCAPE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R.O.W.	RIGHT-OF-WAY
S.F.	SQUARE FEET
(X)	SHEET INDEX
———	SUBDIVISION BOUNDARY
— - —	CENTER LINE
— — —	IOD/ROW
———	LOT LINE & ROW
———	LOT LINE
- - - -	EASEMENT LINE
----------	ADJACENT PROPERTY LINE

N

0 50 100 200
SCALE: 1"=100'

FOUND 2.5" BRASS DISC IN MONUMENT WELL MARKED AS SHOWN PER (1)(2)

T 11 N
R5E R6E
S36 | S31
LS 3680 1988

NOTES:

1. TOTAL AREA OF THIS SUBDIVISION IS 18.751± ACRES GROSS, CONSISTING OF 80 RESIDENTIAL LOTS, 1 PUBLIC LANDSCAPE LOT, 4 PRIVATE COMMON AREA LOTS AND 1 PRIVATE ROADS LOT.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. PROJECT NO. E13171.000, DATED SEPTEMBER 10, 2013, AND IS ON FILE WITI THE CITY OF ROSEVILLE, DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-810.
4. ALL FRONT CORNERS ARE MARKED BY A 1" DIAMETER BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE. WHERE SIDEWALK DOES NOT EXIST, FRONT CORNERS SHALL BE MARKED BY A 1" DIAMETER BRASS DISC STAMPED "LS 9265" ON A 2.00' EXTENSION OF SIDE LOT LINES IN THE GUTTER PAN, UNLESS OTHERWISE NOTED.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265", WHERE A REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
6. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RE-SUBDIVIDED AND THE FOLLOWING EASEMENT IS HEREBY ABANDONED:

   a. THE IRREVOCABLE OFFER OF DEDICATION IN FEE FOR SAN FERNANDO DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "THE VILLAGES AT SIERRA VISTA" RECORDED IN BOOK DD OF MAPS, AT PAGE 26, PLACER COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS FINAL MAP NOT SHOWN HEREON
7. STREET OWNERSHIP AND MAINTENCE INCLUDING STREET LIGHTS, LOT DRAINAGE SYSTEMS AND SURFACE DRAINAGE SYSTEMS ARE PRIVATE AND THE REPSONSIBLITY OF THE HOMEOWNER'S ASSOCIATION.
8. LOT A (PRIVATE ROADS) SHOWN HEREON SHALL BE GRANTED IN FEE TO THE HOMEOWNER'S ASSOCIATION AS PRIVATE ROADS FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.
9. LOTS B, C, D AND E SHOWN HEREON SHALL BE GRANTED IN FEE TO THE HOMEOWNER'S ASSOCIATION AS COMMON AREAS FOR LANDSCAPING AND FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.
10. LOT F SHOWN HEREON SHALL BE GRANTED TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHT-OF-WAY.

FINAL MAP OF
SIERRA VISTA - VILLAGE JM-21
SUBDIVISION NO. PL20-0191

BEING A SUBDIVISION OF LOT 26 AND SAN FERNANDO DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "A FINAL MAP OF THE VILLAGES AT SIERRA VISTA, A LARGE LOT SUBDIVISION, SUBDIVISION NO. SUBD 000157", FILED FOR RECORD ON JULY 29, 2015 IN BOOK DD OF MAPS, AT PAGE 26, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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JUNE 2021

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SEE SHEET 4

SEE SHEET 4

SEE SHEET 5

ARBOR RIDGE DRIVE (PRIVATE)

UPLAND DRIVE(1) (PUBLIC STREET)

BEE BALM COURT (PRIVATE)

SAN FERNANDO DRIVE (PUBLIC STREET)

SAN FERNANDO DRIVE(2) (PUBLIC STREET)

LOT B

LOT A
3.269±AC
P.U.E./E.A.E.

LOT C
2,207 S.F.
P.U.E.

LOT F
12,802 S.F.
P.U.E.

LOT 24(1)

LOT 7(2)

LOT 8(2)

73

74
10,808 S.F.

75
7,629 S.F.

76
7,924 S.F.

77
8,156 S.F.

78
9,212 S.F.

79
7,524 S.F.

80
8,618 S.F.

55

54

53

1

2

3

4

N89°54'05"E 47.00'

80.24'

33.24'

R=250.00' Δ=30°12'50" L=131.83' CB=N74°47'40"E CD=130.31'

Δ=20°04'05" L=87.56'
CB=N79°52'03"E CD=87.12'

S20°10'00"E(R)
N71°40'27"E(R)

R=754.00' Δ=33°17'25" L=438.09'
CB=N76°19'58"E CD=431.96'(OA)

Δ=17°50'42" L=234.84' CB=N66°36'36"E CD=233.89'
R=737.00'

Δ=14°09'48" L=182.18'
CB=N66°46'09"E CD=181.72'(OA)

Δ=6°17'24" L=80.91'
CB=N62°49'57"E CD=80.87'

N24°10'21"W(R)

R=267.00' Δ=2°28'36" L=11.54'
CB=N60°55'33"E CD=11.54'

R=26.00' Δ=72°49'14" L=33.04'
CB=N25°45'14"E CD=30.87'

R=267.00' Δ=8°29'27" L=39.57'
CB=N06°24'40"W CD=39.53'

N09°43'16"W 167.75'

N89°38'11"W
111.98'

N20°48'47"W 56.94'

N89°38'11"W
125.99'

R=49.00' Δ=55°26'04" L=47.41'
CB=N29°52'59"W CD=45.58'

Δ=43° 54' 49" L=29.89'
CB=N35°38'37"W CD=29.16'

N89°38'11"W
110.98'

N76°18'48"E(R)

N89°38'11"W
112.87'

N89°38'11"W
114.01'

S78°31'08"E(R)

R=44.00' Δ=7°37'25" L=5.85'
CB=N15°17'35"E CD=5.85'

R=44.00' Δ=13°38'49" L=10.48'
CB=N04°39'28"E CD=10.46'

N87°50'03"E
16.07'

L=100.40'

R=43.00' Δ=109°12'12" L=81.96'
CB=N35°29'49"W CD=70.10'

Δ=147°30'06" CD=74.98'
CB=W16°09'02"E

R=39.00' Δ=103°35'18" L=70.51'
CB=N38°06'27"E CD=61.29'

4.00'

N00°05'55"W(R) 16.53'

149.90'

153.06'

N89°38'11"W 838.82'(1)(OA)

N89°38'11"W 853.29'(OA)

982.14'(1)

N89°38'11"W 1357.87'(1)(OA)

N89°38'11"W 900.17'(2)(OA)

N89°38'11"W 40.00'(1)

N89°38'11"W 47.00'(1)

N00°05'55"W 6.78'(2)

N00°05'55"W 700.06'(1)

N00°05'55"W 442.56'(1)(OA)

N15°28'49"W(R)

N89°54'05"E 4.04'

N89°54'05"E 12.00'

S43°13'53"E(R)

N87°50'03"E 59.62'

SEE DETAIL "A" ON THIS SHEET

R=55.00' Δ=43°07'59" L=41.40'
CB=N68°20'06"E CD=40.43'

R=229.00' Δ=4°02'15" L=16.14'
CB=N04°11'04"W CD=16.13'

N02°09'57"W 123.38'

N02°09'57"W 154.94'

N02°09'57"W 82.47'

N10°38'25"W(R) 4.00'

R=22.00' Δ=94°26'13" CB=N53°25'19"W CD=32.29'

Δ=92°39'31" L=35.58' CB=N54°18'40"W CD=31.83'

N82°01'06"E(R)

N87°50'03"E 59.62'

Δ=1° 46' 42" L=0.68' CB=N07°05'33"W CD=0.68'

DETAIL "A"
SCALE: 1"=10'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	250.00	10°08'45"	44.27'	N64° 45' 38"E	44.21'
C2	30.00	15°22'54"	8.05'	N82° 12' 38"E	8.03'
C3	35.00	45°18'44"	27.68'	N67° 14' 43"E	26.96'
C4	17.00	42°10'14"	12.51'	N65° 40' 28"E	12.23'
C5	270.00	7°24'00"	34.87'	N83° 03' 35"E	34.85'
C6	44.00	21°16'14"	16.33'	N08° 28' 10"E	16.24'

N

0 30 60
SCALE: 1"=30'

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

FINAL MAP OF

SIERRA VISTA - VILLAGE JM-21

SUBDIVISION NO. PL20-0191

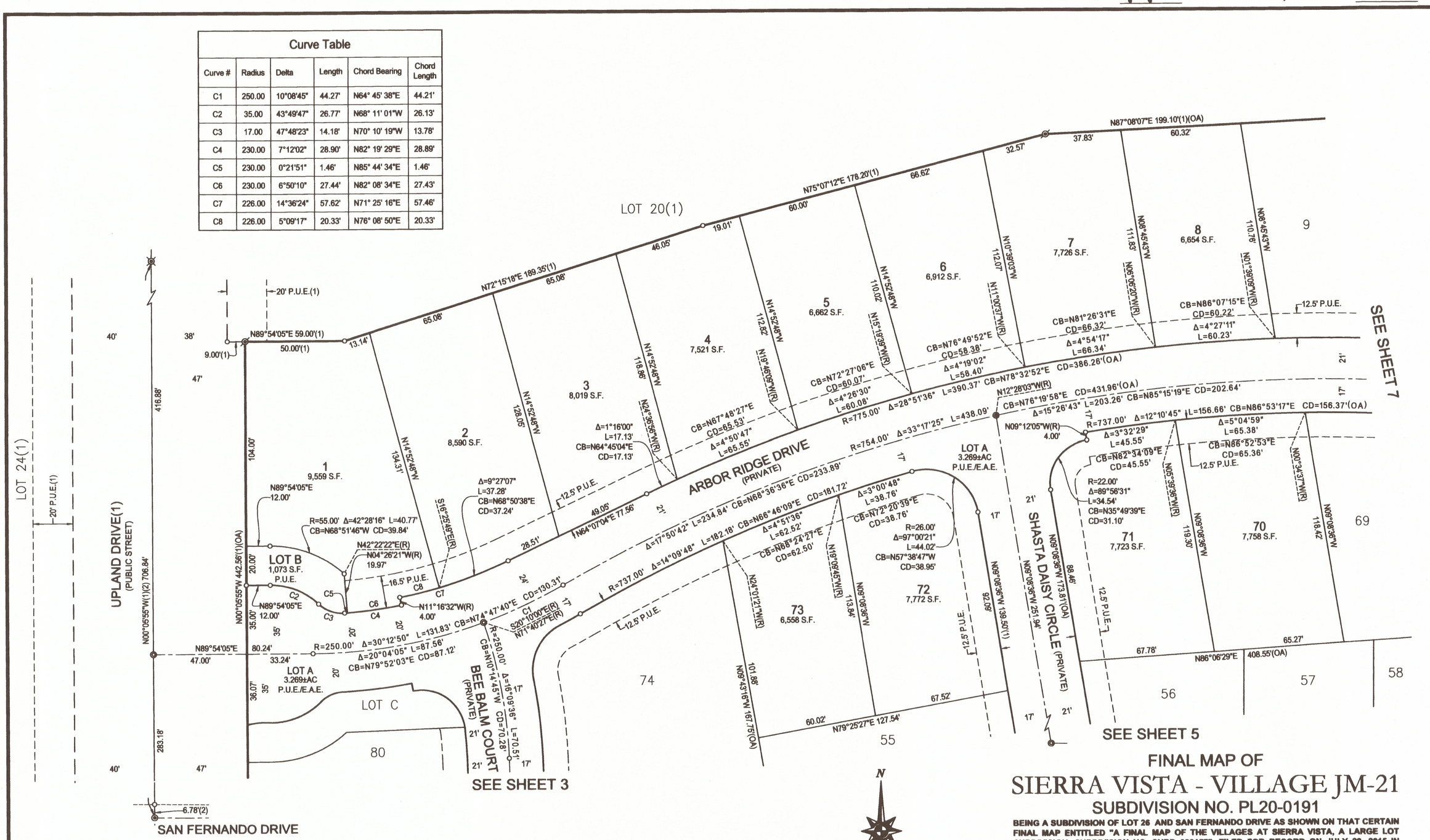
BEING A SUBDIVISION OF LOT 26 AND SAN FERNANDO DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "A FINAL MAP OF THE VILLAGES AT SIERRA VISTA, A LARGE LOT SUBDIVISION, SUBDIVISION NO. SUBD 000157", FILED FOR RECORD ON JULY 29, 2015 IN BOOK DD OF MAPS, AT PAGE 26, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

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JUNE 2021

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	250.00	10°08'45"	44.27'	N64° 45' 38"E	44.21'
C2	35.00	43°49'47"	26.77'	N68° 11' 01"W	26.13'
C3	17.00	47°48'23"	14.18'	N70° 10' 19"W	13.78'
C4	230.00	7°12'02"	28.90'	N82° 19' 29"E	28.89'
C5	230.00	0°21'51"	1.46'	N85° 44' 34"E	1.46'
C6	230.00	6°50'10"	27.44'	N82° 08' 34"E	27.43'
C7	226.00	14°36'24"	57.62'	N71° 25' 16"E	57.46'
C8	226.00	5°09'17"	20.33'	N76° 08' 50"E	20.33'



SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

N

0 30 60

SCALE: 1"=30'

FINAL MAP OF

SIERRA VISTA - VILLAGE JM-21

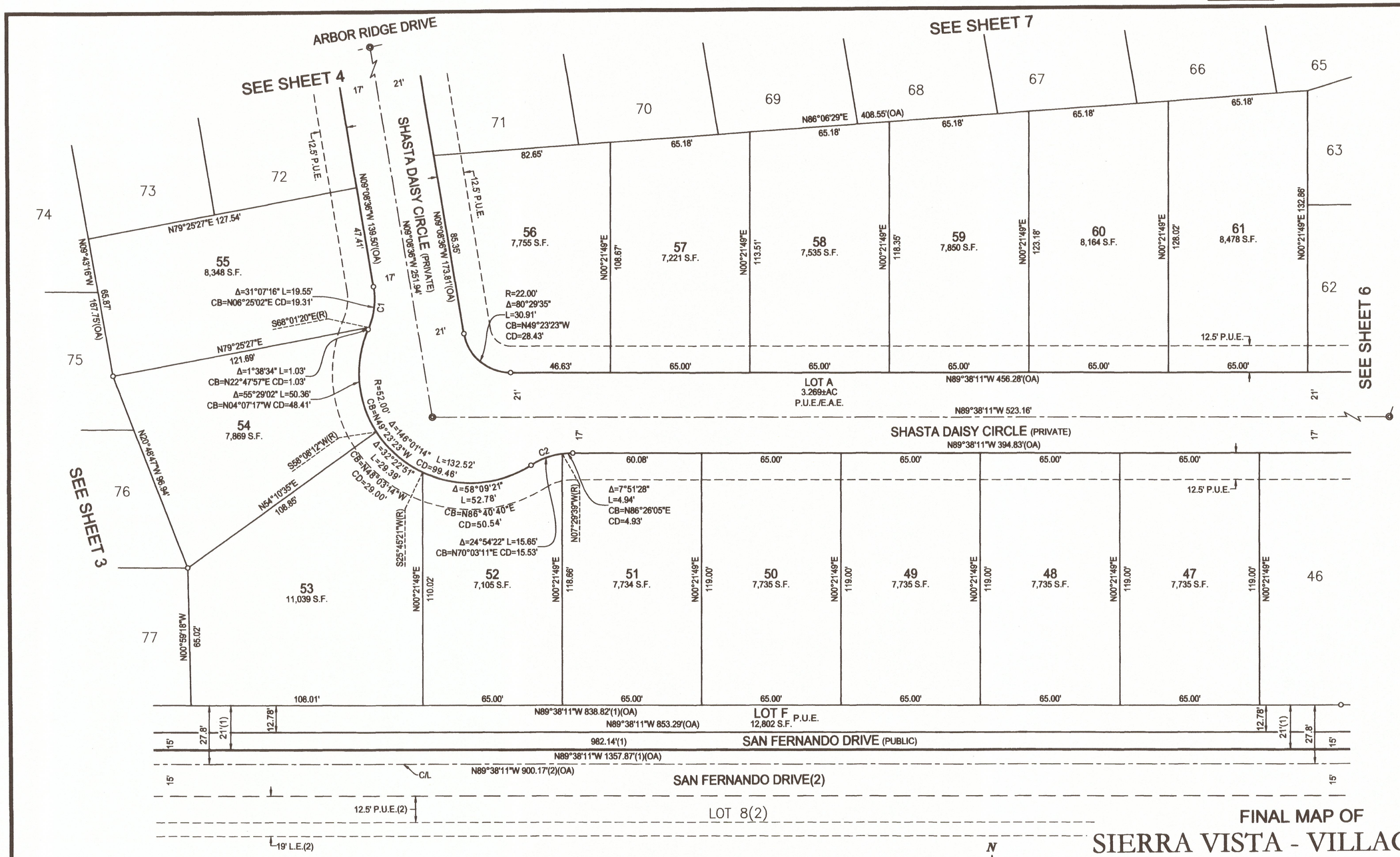
SUBDIVISION NO. PL20-0191

BEING A SUBDIVISION OF LOT 26 AND SAN FERNANDO DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "A FINAL MAP OF THE VILLAGES AT SIERRA VISTA, A LARGE LOT SUBDIVISION, SUBDIVISION NO. SUBD 000157", FILED FOR RECORD ON JULY 29, 2015 IN BOOK DD OF MAPS, AT PAGE 26, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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JUNE 2021

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	36.00	32°45'50"	20.59'	N07° 14' 19"E	20.31'
C2	36.00	32°45'50"	20.59'	N73° 58' 54"E	20.31'

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

N

0 30 60

SCALE: 1"=30'

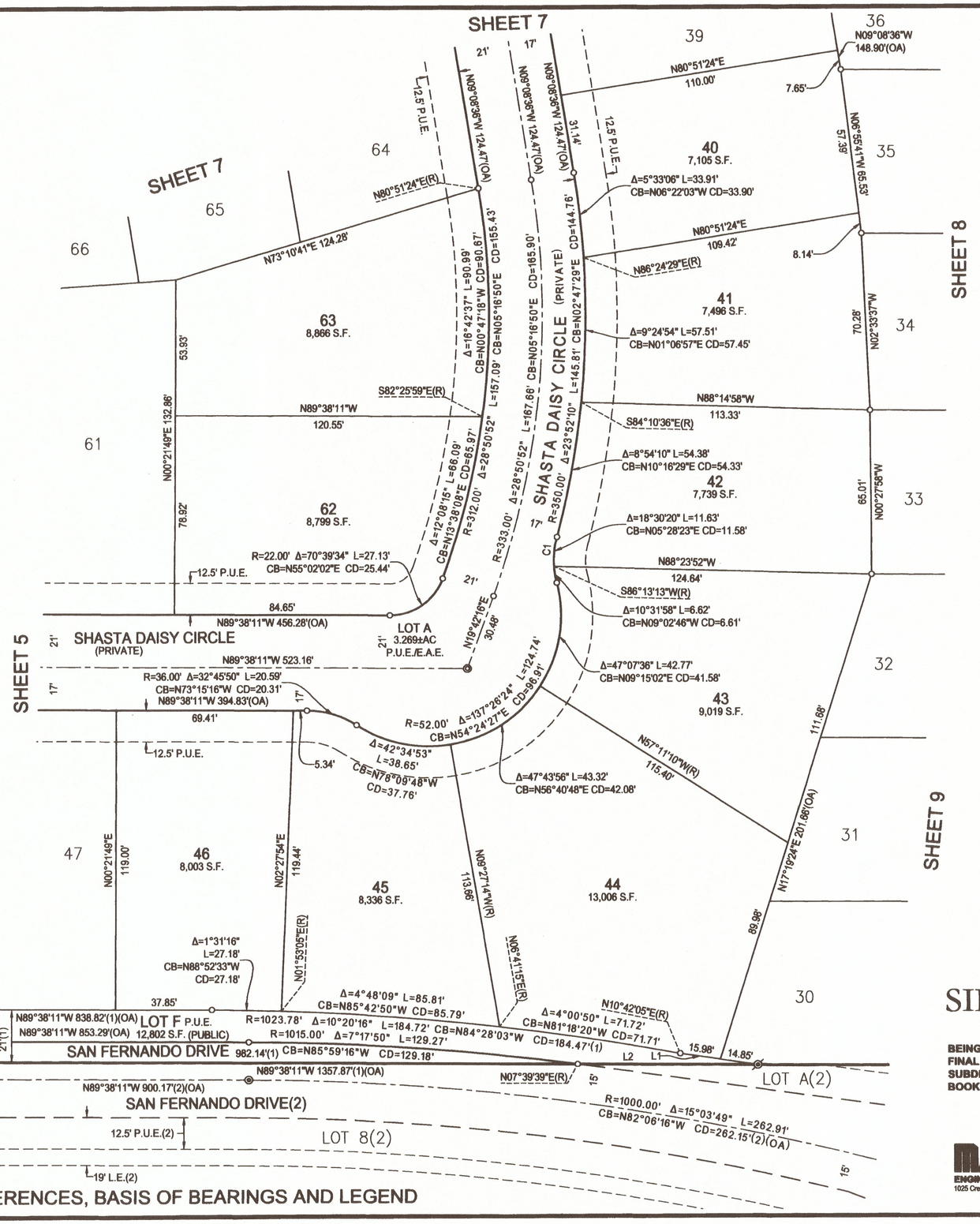
FINAL MAP OF
SIERRA VISTA - VILLAGE JM-21
SUBDIVISION NO. PL20-0191

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Line Table		
Line #	Bearing	Length
L1(1)	N81°27'58"W	30.83'
L2	N89°38'11"W	70.74'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	36.00	29°02'19"	18.25'	N00° 12' 24"E	18.05'

N

0 30 60

SCALE: 1"=30'

FINAL MAP OF SIERRA VISTA - VILLAGE JM-21

SUBDIVISION NO. PL20-0191

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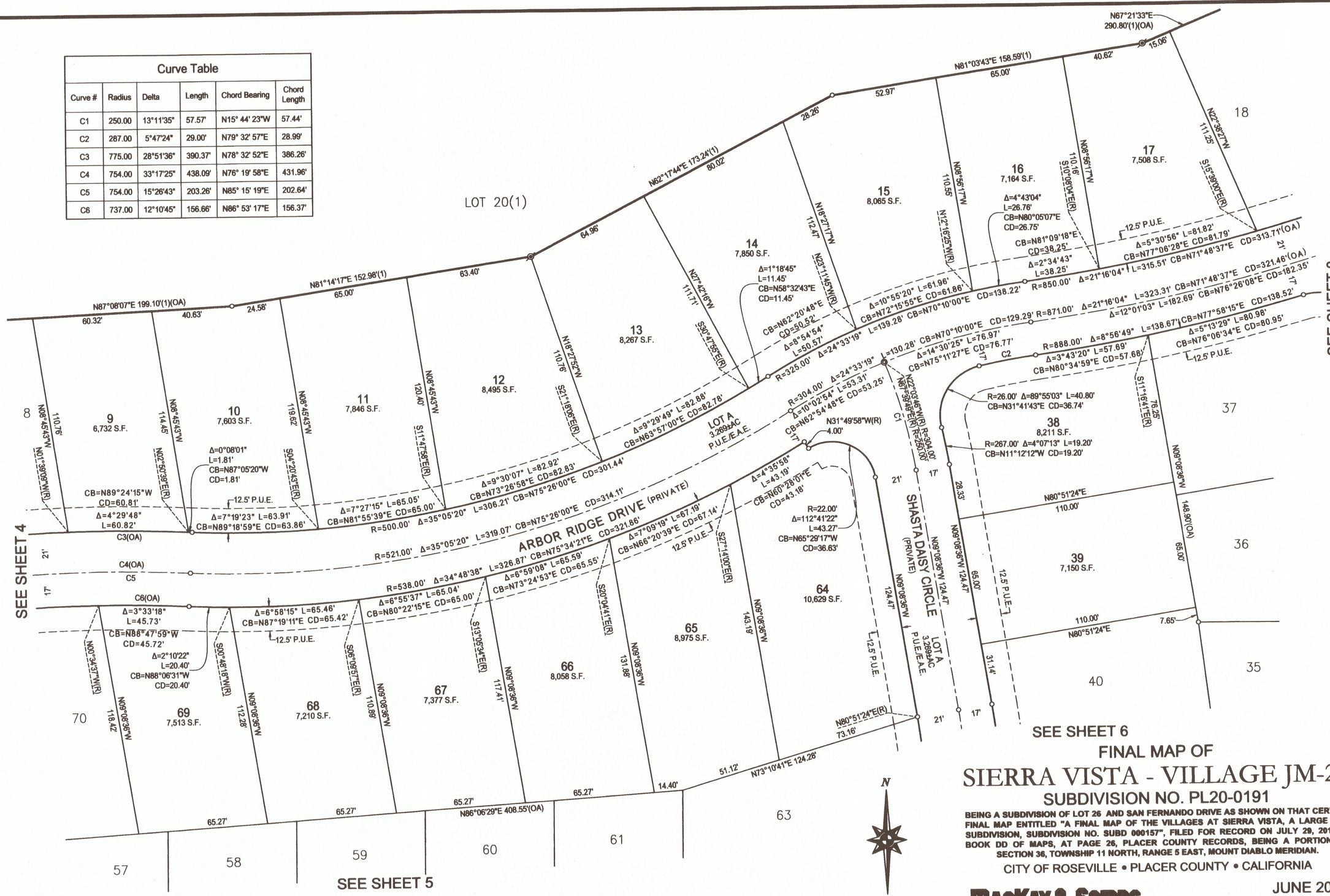
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SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	250.00	13°11'35"	57.57'	N15° 44' 23"W	57.44'
C2	287.00	5°47'24"	29.00'	N79° 32' 57"E	28.99'
C3	775.00	28°51'36"	390.37'	N78° 32' 52"E	386.26'
C4	754.00	33°17'25"	438.09'	N76° 19' 58"E	431.96'
C5	754.00	15°26'43"	203.26'	N85° 15' 19"E	202.64'
C6	737.00	12°10'45"	156.66'	N86° 53' 17"E	156.37'



SEE SHEET 6

FINAL MAP OF

SIERRA VISTA - VILLAGE JM-21

SUBDIVISION NO. PL20-0191

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JUNE 2021

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SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

S30 S31
S25 S36

RANGE 6 EAST
RANGE 5 EAST

(BASIS OF BEARINGS)
N00°27'58"W 5279.02'(1)(OA)
4001.27'(1)
N00°27'58"W 2294.01'(1)

VISTA GRANDE BOULEVARD
CITY OF ROSEVILLE P.U.E. PER D.N. 2012-0062887
12'
85'
1858.45'
C/L
435.56'
30' HIGHWAY EASEMENT TO PLACER COUNTY PER 2213 O.R. 024
N89°38'11"W 12.00'(1)(2)
CITY OF ROSEVILLE R.O.W. PER D.N. 2012-0062887
43' PG&E EASEMENT PER D.N. 2006-0029983
CITY OF ROSEVILLE P.U.E. PER D.N. 2012-0062887
FIDDYMENT ROAD
20' P.U.E.(1)
N89°32'02"E 14.00'(1)
SEE DETAIL"B" ON THIS SHEET
N89°32'02"E 21.00'(1)
168.21'
N89°32'02"E 35.21'
148.77'
N89°32'02"E 7.00'
18.58'
S10°03'37"E(R)
N00°27'58"W 193.37'
805.31'(1)(OA)
35.42'
C1
N89°32'02"E 2.00'
35.00'
N89°32'02"E 7.00'
19.00'
60.30'
N89°32'02"E 7.00'
65.01'
60.01'
LOT A
3.269±AC
P.U.E./E.A.E.
R=54.00' Δ=38°56'33" L=36.70'
CB=N70°59'42"W CD=36.00'
LOT D
2,331 S.F.
P.U.E.
S38°28'34"W(R)
21
11,030 S.F.
12.5' P.U.E.
N28°49'25"W(R) 38.00'
17.00'
21.00'
C14
Δ=2°09'46" L=33.52'
CB=N62°15'28"E CD=33.52'
12.5' P.U.E.
22
9,856 S.F.
R=54.00' Δ=38°56'33" L=36.70'
CB=N70°03'45"E CD=36.00'
N39°24'31"W(R)
LOT E
2,623 S.F.
P.U.E.
24.06'
108.37'
20'
20'
20'
24
7,795 S.F.
25
7,178 S.F.
26
6,601 S.F.
27
N89°32'02"E 51.49'
N00°27'58"W(R) 4.00'
N89°32'02"E 75.72'
N79°55'25"W(R)
N89°38'11"W 111.48'
N89°38'11"W 110.01'
N89°38'11"W 110.01'
9.82'
12.5' P.U.E.
3.68'
C8
C7
C9
Δ=3°33'15" L=64.39'
CB=N05°17'32"W CD=64.38'
Δ=3°02'56" L=55.24'
CB=N01°59'27"W CD=55.23'
60.01'
N00°27'58"W 73.50'
R=1038.00' Δ=6°36'12" L=119.63'
CB=N03°46'04"W CD=119.56'(OA)
N00°27'58"W 73.50'
MEADOW BLOOM COURT
(PRIVATE)
N00°27'58"W 73.50'
65.01'
12.5' P.U.E.
4.23'
SEE SHEET 9
N00°27'58"W 145.41'
S26°39'39"E(R)
23
9,334 S.F.
N89°32'02"E 89.06'
N00°27'58"W(R) 4.00'
64.83'
N89°32'02"E
BLUE POND DRIVE (PRIVATE)
20'
20'
S79°03'29"W(R)
65.00'
N21°58'51"W(R)
4.00'
R=22.00' Δ=77°09'45" L=29.63'
CB=N29°26'17"E CD=27.44'
12.5' P.U.E.
C6
C5
C4
88.92'
N09°08'36"W
21'
17'
R=888.00' Δ=4°40'48" L=72.53'
CB=N65°40'45"E CD=72.51'
R=888.00' Δ=5°50'34" L=106.05'
CB=N63°22'23"E CD=105.99'
C13
R=871.00' Δ=21°16'04" L=323.31'
CB=N71°48'37"E CD=313.71'(OA)
N67°21'35"E 290.80'(1)
65.00'
N22°38'27"W 112.62'
80.74'
N22°38'27"W 117.15'
S24°25'49"E(R)
R=850.00' Δ=4°22'57" L=65.02'
CB=N67°45'39"E CD=65.00'
12.5' P.U.E.
Δ=4°23'52" L=65.24'
CB=N72°09'04"E CD=65.23'
C12
N08°45'49"W(R)
11.98'
R=1017.00' Δ=8°40'38" L=154.02' CB=N04°48'17"W CD=153.87'
LOT A
3.269±AC
P.U.E./E.A.E.
R=250.00' Δ=7°56'34" L=34.63'
CB=N13°06'53"W CD=34.63'
131.53'
N09°08'36"W 143.52'
R=1000.00' Δ=8°40'38" L=151.44' CB=N04°48'17"W CD=151.30'
Δ=3°44'56" L=65.43'
CB=N06°07'21"W CD=65.42'
Δ=3°46'55" L=66.01'
CB=N02°21'26"W CD=66.00'
4.27'
N85°45'07"E(R)
N89°38'11"W 110.40'
N89°38'11"W 110.01'
N89°38'11"W 110.01'
N89°38'11"W
32
19
7,627 S.F.
N22°38'27"W 116.70'
S20°02'52"E(R)
S19°34'24"E(R) R= 871.00'
N72°54'50"E(R) R=250.00'
17'
ARBOR RIDGE DRIVE (PRIVATE)
N09°08'36"W 128.20'
64.29'
63.91'
12.5' P.U.E.
Δ=1°08'47" L=20.01'
CB=N08°34'13"W CD=20.01'
N82°00'11"E(R)
R=26.00' Δ=97°21'34" L=44.18'
CB=N57°49'23"W CD=39.05'
36
8,261 S.F.
35
7,230 S.F.
34
7,764 S.F.
33
7,151 S.F.
18
7,436 S.F.
S15°39'00"E(R)
111.25'
N22°38'27"W
37
9,408 S.F.
N80°51'24"E
110.00'
111.33'
R=888.00' Δ=8°56'49" L=138.67' CB=N71°58'15"E CD=138.52'
Δ=5°13'29" L=80.98'
CB=N76°06'34"E CD=80.95'
12.5' P.U.E.
17'
21'
65.00'
15.06'
N81°03'43"E 158.59'(1)
ARBOR RIDGE DRIVE (PRIVATE)
S11°16'41"E(R)
83.00'
65.53'
N06°55'41"W
70.28'
N02°33'37"W
65.01'
N00°27'58"W
40
41
42
43
N09°08'36"W 148.90'(OA)
39
38
17
16
LOT 20(1)

WEST LINE OF CITY OF ROSEVILLE P.U.E. PER D.N. 2012-0062887
N89°32'02"E 14.00'(1)
13.72'
0.28'
DETAIL"B"
NTS

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	30.00	9°35'39"	5.02'	N84° 44' 13"E	5.02'
C2	35.00	44°38'24"	27.27'	N67° 12' 50"E	26.58'
C3	17.00	44°38'23"	13.24'	N67° 12' 50"E	12.91'
C4	22.00	81°19'22"	31.23'	N49° 48' 17"W	28.67'
C5	22.00	79°31'28"	30.54'	N50° 42' 15"W	28.14'
C6	22.00	1°47'55"	0.69'	N10° 02' 33"W	0.69'
C7	22.00	96°36'12"	37.09'	N41° 13' 56"E	32.85'
C8	22.00	17°04'44"	6.56'	N01° 28' 12"E	6.53'
C9	22.00	79°31'28"	30.54'	N49° 46' 18"E	28.14'
C10	17.00	44°38'23"	13.24'	N68° 08' 47"W	12.91'
C11	35.00	44°38'23"	27.27'	N68° 08' 47"W	26.58'
C12	250.00	8°17'51"	36.20'	N85° 23' 06"E	36.17'
C13	871.00	8°55'17"	135.62'	N65° 57' 58"E	135.48'
C14	871.00	0°19'44"	5.00'	N61° 20' 27"E	5.00'

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

SEE SHEET 7

N
0 30 60
SCALE: 1"=30'

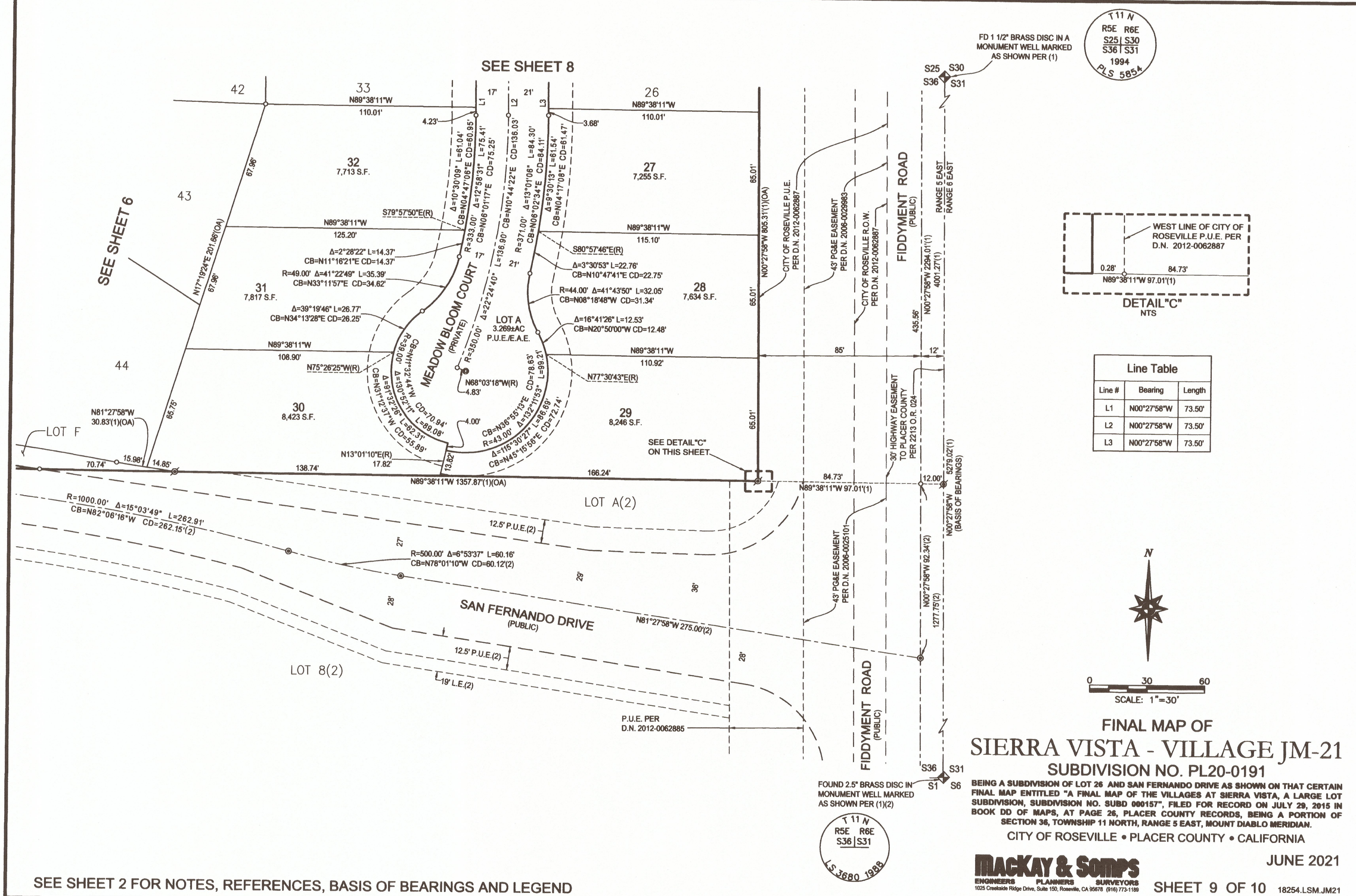
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JUNE 2021

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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189



Line Table		
Line #	Bearing	Length
L1	N00°27'58"W	73.50'
L2	N00°27'58"W	73.50'
L3	N00°27'58"W	73.50'

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

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JUNE 2021

 18254.LSM.JM21

LOT 20(1)

LOT 24(1)

UPLAND DRIVE

ARBOR RIDGE DRIVE

GOLDBLOOM PLACE

ARBOR RIDGE DRIVE

LOT E

BLUE POND DRIVE

LOT D

FIDDYMENT ROAD

LOT B

LOT C

BEE BALM COURT

SHASTA DAISY CIRCLE

MEADOW BLOOM COURT

LOT F

SAN FERNANDO DRIVE

LOT A(2)

LOT 8(2)

LOT 7(2)

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

N

0 40 80 160

SCALE: 1"=80'

FINAL MAP OF

SIERRA VISTA - VILLAGE JM-21

SUBDIVISION NO. PL20-0191

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 18254.LSM.JM21

COUNCIL COMMUNICATION

CC #: 2283
File #: 0400-04-09-1

Title:	West Roseville Specific Plan - Parcel F-55 - Notice of Completion
Contact:	Danny Jacobo 916-223-7486 djjacobo@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Parcel F-55, CWJ#190376 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

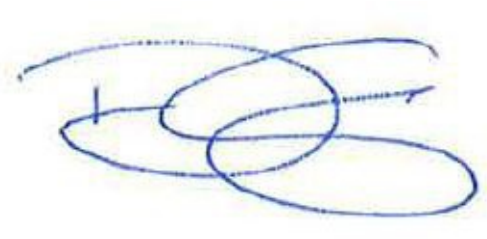
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Danny Jacobo, Construction Inspector

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-339

Exhibit A Location Map

NOC

Record Map

RESOLUTION NO. 22-339

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Parcel F-55 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Parcel F-55 is hereby approved and the public work accepted.

2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book FF of Maps, Page 99 is hereby accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

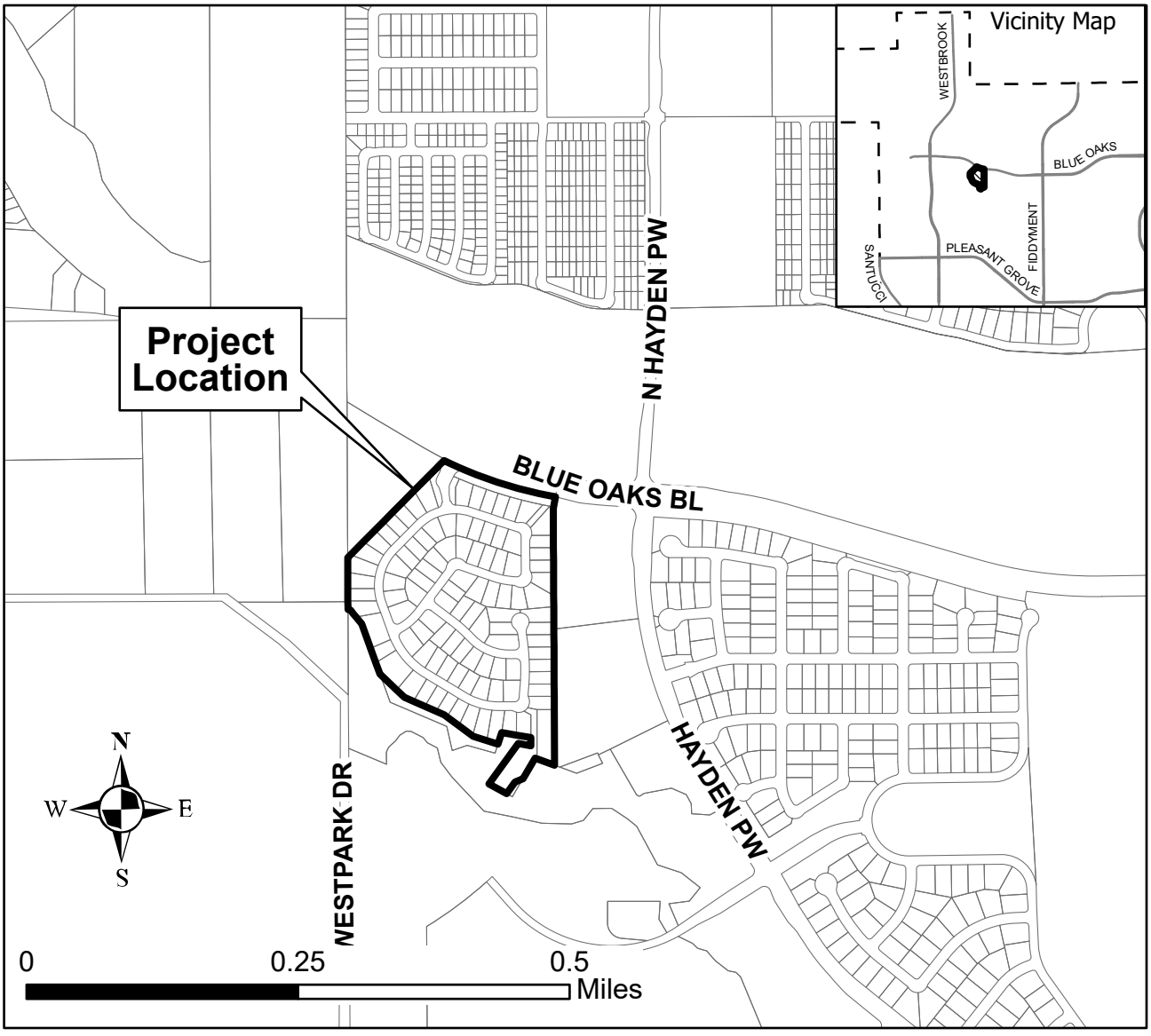
ATTEST:

_____
CITY CLERK

Exhibit A: Location Map

City of Roseville

Parcel F-55



RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS "FINAL MAP OF PARCEL F-55 SUBDIVISION NO. PL19-0180" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

(A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS A PORTION OF LOT A AND ALL OF LOTS C, D, E, F, G AND D, THE STREETS SHOWN HEREON AS CITRA DRIVE, MOSAIC WAY, CHALLENGER WAY, CHINOOK WAY AND CASHMERE COURT AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS LOTS C ,D, E, F, G AND H SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

(C) A PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS LOT G SHOWN HEREON AND DESIGNATED "EMERGENCY VEHICLE ACCESS EASEMENT" (E.V.A.E.)

(D) A PUBLIC EASEMENT FOR PEDESTRIAN AND BICYCLES ACCESS AND THE INSTALLATION AND MAINTENANCE OF THE BIKE PATH, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED BIKE PATH EASEMENT (B.P.E.).

(E) A NON-EXCLUSIVE ACCESS EASEMENT IN FAVOR OF CITY OF ROSEVILLE FOR INGRESS AND EGRESS ACROSS THAT PORTION OF LOT 34 SHOWN HEREON AND DESIGNATED "CITY ACCESS EASEMENT" (C.A.E.).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS CITRA DRIVE, MOSAIC WAY, CHALLENGER WAY, CHINOOK WAY AND CASHMERE COURT.

(B) LOTS C, D, E, F, G AND H AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS OF WAY.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY IRREVOCABLY OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

(A) LOT A SHOWN HEREON TO THE CITY OF ROSEVILLE FOR STORM DRAIN FACILITY SITE.

TAYLOR MORRISON OF CALIFORNIA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ BY: _____

NAME: Jay Pawlek NAME: Shawn Ruddy

TITLE: Vice President TITLE: Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Sacramento

ON February 15, 2022 BEFORE ME, L. Hall, A NOTARY PUBLIC

PERSONALLY APPEARED Jay Pawlek and Shawn Ruddy

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.

L. Hall L. Hall

SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY

MY COMMISSION EXPIRES: August 5, 2022 MY COMMISSION NUMBER: 2249385

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOT A AS DEDICATED HEREON, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: TAYLOR MORRISON OF CALIFORNIA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

ADDRESS: 81 BLUE RAVINE ROAD, SUTE 220
FOLSOM, CA 95630

SURVEYOR'S STATEMENT

THIS MAP "FINAL MAP OF PARCEL F-55 SUBDIVISION NO. PL19-0180" 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 TAYLOR MORRISON OF CALIFORNIA, LLC, IN JANUARY, 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2024, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson Jr.

PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31 , 2024

DATE: 2/14/2022

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR.
3.31.24
No. 9265
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS "FINAL MAP OF PARCEL F-55 SUBDIVISION NO. PL19-0180" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE PARCEL MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: 2/15/22

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS "FINAL MAP OF PARCEL F-55 SUBDIVISION NO. PL19-0180" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: 2/14/22

TIMOTHY G. BLAIR, PLS 8278
LICENSE EXPIRES DECEMBER 31, 2023

LICENSED LAND SURVEYOR
TIMOTHY G BLAIR
Exp. 12-31-23
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS "FINAL MAP OF PARCEL F-55 SUBDIVISION NO. PL19-0180", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, C, D, E, F, G AND H, AND THE PUBLIC RIGHTS-OF-WAY, PASEO EASEMENTS, EMERGENCY VEHICLE ACCESS EASEMENT, BIKE PATH EASEMENT AND CITY ACCESS EASEMENT OFFERED HEREON FOR DEDICATION, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENT LISTED WITHIN NOTE 4 ON SHEET 2.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: February 17, 2022 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 23RD DAY OF MARCH, 2022, AT 9:43 A.M. IN BOOK FF OF MAPS, AT PAGE 99, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RYAN Ronco
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2022-0025298

BY: D. Butcher
DEPUTY

FEE: $ 119.00

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

FEBRUARY 2022

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

NOTES:

1. TOTAL AREA OF THIS PARCEL MAP IS 24.763 ACRES +/-, CONSISTING OF 99 LOTS, 6 LANDSCAPE LOTS, 1 STORM DRAIN FACILITY LOT AND 1 PRIVATE LOT.

2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE IN FEET AND DECIMALS THEREOF. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.

3. ALL FRONT LOT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 9265" IN THE SIDEWALK OR CONCRETE GUTTER ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE (ROW).

4. ALL ANGLE POINTS AND REAR LOT CORNERS ARE MARKED BY A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265". ALL REAR CORNERS ABUTTING SOUNDWALLS ARE MARKED BY A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" AT A 4.00' OFFSET ON THE SIDE LINE OR A BRASS TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.

5. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC., DATED JANUARY, 2020; PROJECT NUMBER E19401.000 AND IS ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-919.

6. THE LOCATION OF THE EASEMENT RECORDED IN BOOK 272, AT PAGE 211, O.R., FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY (PG&E) HAS BEEN RELOCATED PURSUANT TO THE TERMS AND PROVISIONS OF THAT CERTAIN EASEMENT RELOCATION AGREEMENT RECORDED SEPTEMBER 27, 2021 AS DOCUMENT NO. 2021-0120544, O.R. THE NEW EASEMENT LOCATION FALLS WITHIN LOTS C AND D, AND THE RIGHTS-OF WAY FOR BLUE OAKS BOULEVARD AND CITRA DRIVE. THE EXISTING OVERHEAD POWERLINES AND UTILITY POLES LOCATED ALONG THE ORIGINAL EASEMENT ROUTE WILL BE REMOVED BY THE CITY OF ROSEVILLE AT THEIR SOLE COST. UNTIL SAID FACILITIES ALONG THE ORIGINAL EASEMENT ROUTE ARE REMOVED, NO BUILDING PERMITS WILL BE ISSUED FOR THE FOLLOWING EIGHTEEN (18) LOTS: 34, 36, 37, 38, 48, 49, 50, 56, 57, 58, 59, 60, 63, 64, 82, 83, 95 AND 96.

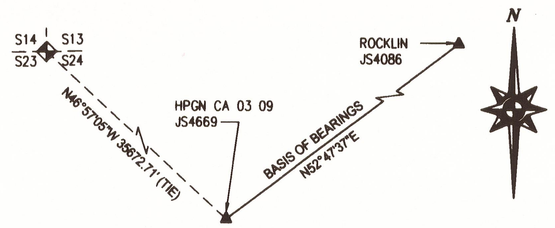
7. PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:

   a. THAT PORTION OF THE FIFTY (50) FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) ADJACENT TO BLUE OAKS BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP PARCEL F-55, SUBDIVISION NO. PL19-0180" FILED FOR RECORD IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS FINAL MAP NOT SHOWN HEREON.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2 (EPOCH 1991.35), AS MEASURED BETWEEN NGS MONUMENTS "HPGN CA 03 09" AND "ROCKLIN". SAID BEARING IS N52°47'37"E.

DISTANCES SHOWN ARE GROUND DISTANCES. TO CONVERT TO GRID, MULTIPLY GROUND DISTANCES BY THE COMBINED FACTOR OF 0.999927226.



LEGEND

◆	FOUND SECTION CORNER AS NOTED
◉	FOUND 1/16 CORNER AS SHOWN PER (1)
◉	FOUND 5/8" REBAR/CAP STAMPED "LS 6046"
◎	5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" TO BE SET PER (1)
⊡	SET STANDARD CITY COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
○	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
⊙	SET 1" BRASS MARKER STAMPED "LS 9265"
⊠	SET 3/4" BRASS TAG STAMPED "LS 9265"
o	DIMENSION POINT
B.P.E.	BICYCLE PATH EASEMENT
C.A.E.	CITY ACCESS EASEMENT
DOC#	DOCUMENT NUMBER
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
———	BOUNDARY
———	PARCEL LINE
———	RIGHT-OF-WAY
— — —	EXISTING RIGHT-OF-WAY
- - - -	EASEMENT
—— - ——	SECTION LINE
—— - ——	CENTER LINE
----------	ADJACENT PROPERTY
(X)	SHEET NUMBER

REFERENCES

(1) 36 PM 28

FINAL MAP OF

PARCEL F-55

SUBDIVISION No. PL19-0180

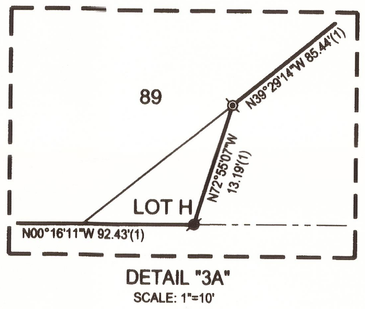
BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

FEBRUARY 2022

18424.F55



DETAIL "3A"
SCALE: 1"=10'

LOT 5
EE MAPS 74

LOT 1
BB MAPS 88
DOC# 2012-0044503

LOT 2
BB MAPS 88
DOC# 2007-0117568

LOT B

CITY OF ROSEVILLE
PARCEL 4
36 P.M. 28

CITY OF ROSEVILLE
PARCEL 3
36 P.M. 28

RESULTANT LOT 7
DOC# 2014-0059742

CITY OF ROSEVILLE
PARCEL 2
36 P.M. 28

CITY OF ROSEVILLE
DOC# 1999-0081607

CITY OF ROSEVILLE
DOC# 98-0094049

LOT A

LOT C

LOT D

LOT F

LOT G

MOSAIC WAY

CASHMERE COURT

CHALLENGER WAY

CHINOOK WAY

CITRA DRIVE

BLUE OAKS BOULEVARD

N10°51'49"E 50.00'(1)
N10°51'49"E
57.63'(1)
N79°08'11"W 30.00'
N79°08'11"W
30.00'(1)
R=2000.00'
Δ=07°00'47" L=244.80'(OA)
CB=N82°38'35"W
CD=244.65'
N00°18'24"W 1249.31'(1)
N00°01'52"E 40.61'(1)
N70°00'10"W
101.15'(1)
N30°24'36"E
115.80'(1)
N67°00'02"E
41.54'(1)
217.73'(1)
N79°42'58"W
62.04'(1)
N35°39'43"E
69.80'(1)
N35°57'31"E 242.73'(1)
N61°17'40"W
129.43'(1)
N80°40'12"W 143.81'(1)
104.55'(1)
N17°42'06"E
59.10'(1)
N72°17'54"W
126.46'(1)
N74°35'06"W
141.68'(1)
N70°32'54"E
75.99'(1)
N53°21'39"W 175.71'
N13°04'52"W
121.43'(1)
N66°20'40"W 210.95'(1)
N66°57'12"W 298.53'(1)
N46°26'12"W
164.78'(1)
N19°57'15"W 405.88'(1)
259.81'(1)
R=2000.00' Δ=21°28'21" L=749.54'
CB=N68°24'01"W CD=745.16'
R=2050.00' Δ=15°07'57" L=541.43' CB=N71°34'13"W CD=539.86'(1)
R=2050.00' Δ=6°20'24" L=226.84'
CB=N60°50'02"W CD=226.73' (1)
S25°39'46"W(R)
N57°39'50"W 336.28'
N57°39'50"W 324.48'(1)
50' P.U.E.(1)
35' S.S.E. PER
DN 2005-0134003
N44°46'50"E 865.14'(1)
R=2000.00' Δ=0°34'36" L=20.13'
CB=N57°57'08"W CD=20.13'
59.24'(TIE)
FOUND 1-3/4" IRON PIPE IN
CONC. BENT EASTERLY
1163.67'(1)
N00°16'29"W 1323.80'(1)(OA)
N00°16'29"W 160.13'(1)
FOUND 2" IRON PIPE
WITH BRASS DISK
STAMPED AS SHOWN
N39°29'14"W 85.44'(1)
SEE DETAIL "3A"
ON THIS SHEET
N00°16'11"W 92.43'(1)

LS 3923
S23 | S24
T11N | R5E
N 1/16
1981

N
0 50 100 200
SCALE: 1"=100'

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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FEBRUARY 2022

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SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

 18424.F55

LOT 5
EE MAPS 74

BLUE OAKS BOULEVARD

CITRA DRIVE
P.U.E.

MOSAIC WAY
P.U.E.

CHALLENGER WAY
P.U.E.

LOT D
305 S.F.
P.E./P.U.E.

LOT E
5,556 S.F.
P.E./P.U.E.

LOT F
3,928 S.F.
P.E./P.U.E.

LOT C
24,665 S.F.
P.E./P.U.E.

LOT G
3,911 S.F.
P.E./P.U.E.E.V.A.E.

PARCEL 2
36 P.M. 28

LOT 1
BB MAPS 88
DOC# 2012-0044503

1 8,711 S.F.
2 6,856 S.F.
3 6,426 S.F.
4 6,466 S.F.
5 6,609 S.F.
6 8,509 S.F.
7 10,650 S.F.
8
99
77
76
75
74
73
78

SEE SHEET 6
SEE SHEET 7
SEE SHEET 5
SEE SHEET 5

12.5' P.U.E.

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2100.00	00°34'58"	21.36'	N63° 49' 55"W	21.36'
C2	50.00	43°19'13"	37.80'	N04° 01' 45"E	36.91'
C3	50.00	32°38'17"	28.48'	N01° 18' 42"W	28.10'
C4	50.00	10°40'55"	9.32'	N20° 20' 54"E	9.31'
C5	35.00	24°44'50"	15.12'	N28° 51' 53"W	15.00'
C6	22.00	81°09'55"	31.17'	N32° 18' 17"E	28.62'
C7	22.00	81°09'55"	31.17'	N48° 51' 38"W	28.62'
C8	35.00	25°45'15"	15.73'	N12° 48' 44"E	15.60'
C9	2100.00	00°49'21"	30.15'	N66° 28' 06"W	30.15'
C10	2100.00	00°38'19"	23.40'	N78° 49' 02"W	23.40'

N

0 30 60
SCALE: 1"=30'

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

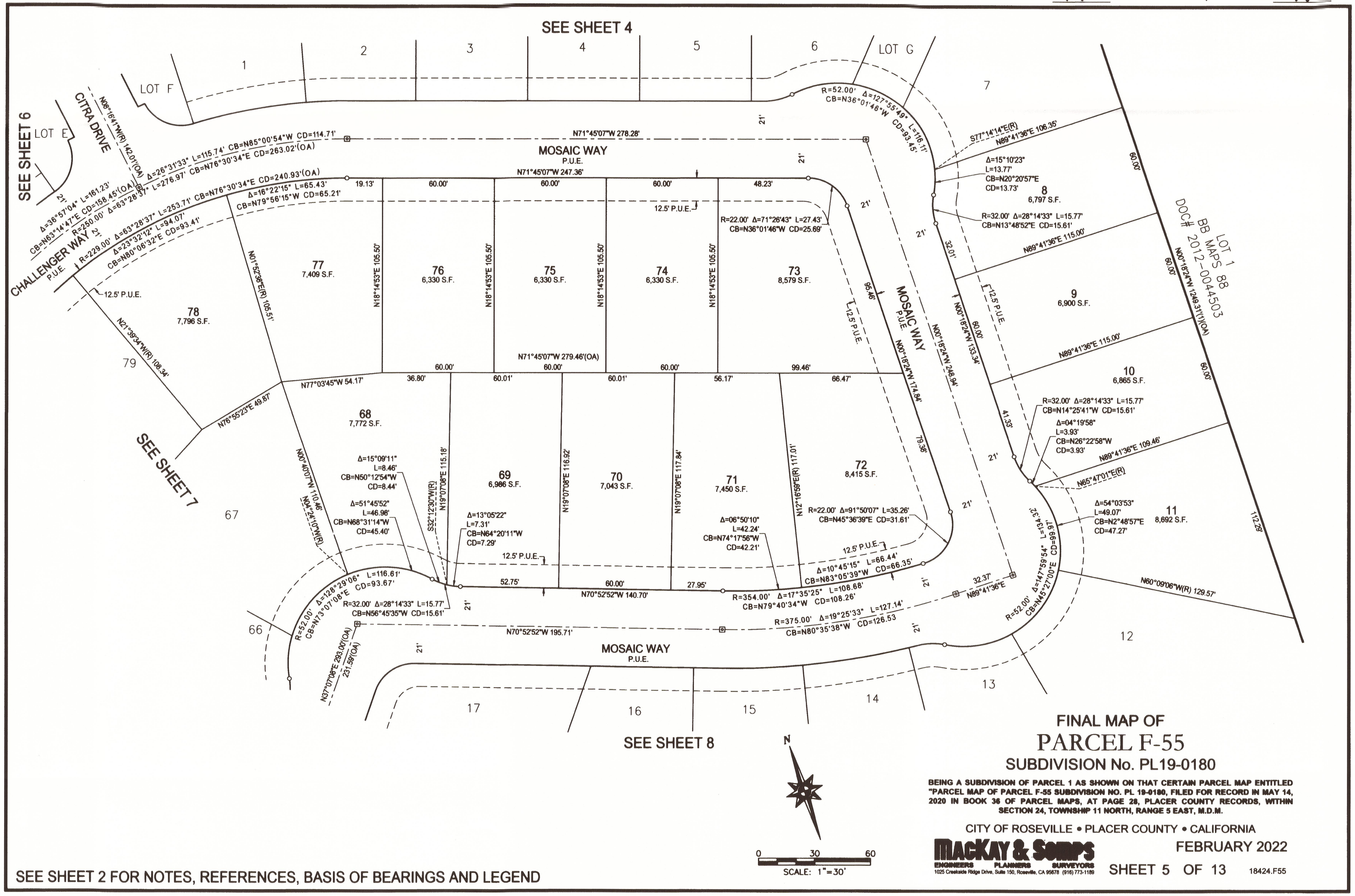
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18424.F55



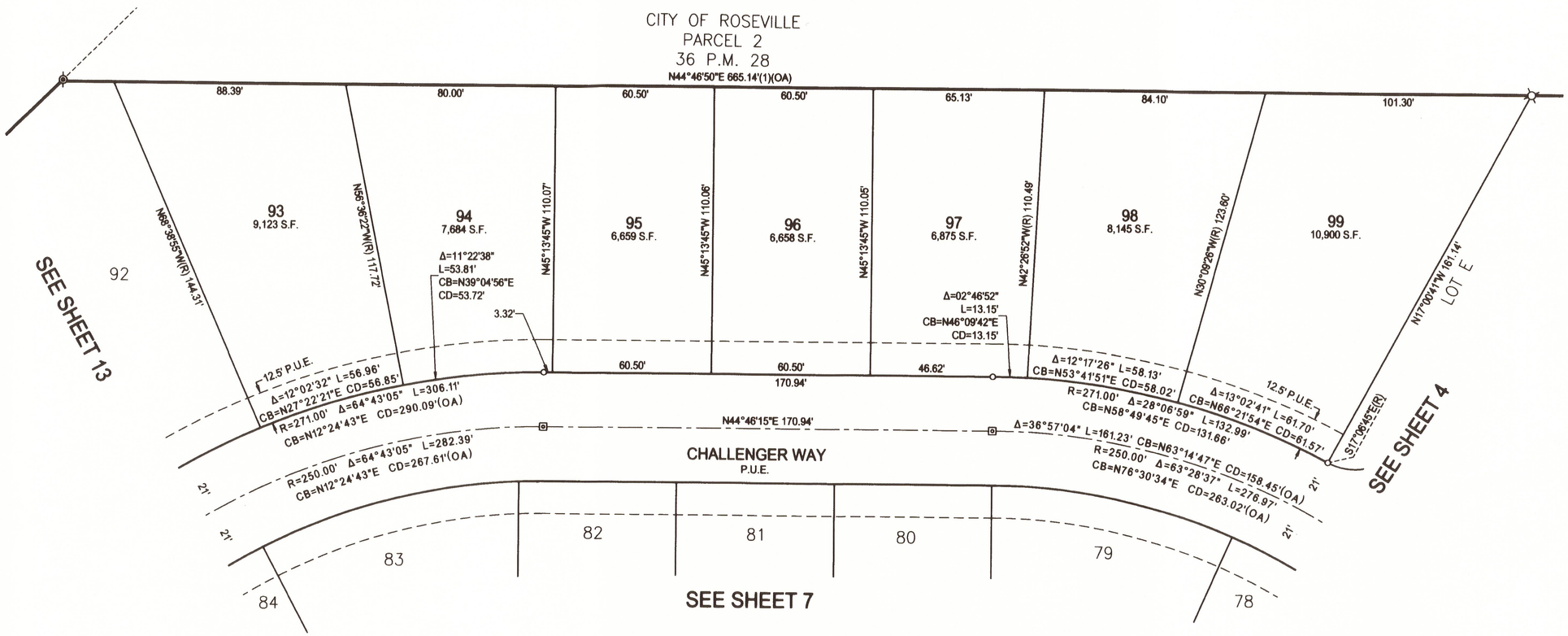
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PARCEL F-55
SUBDIVISION No. PL19-0180

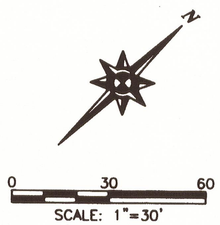
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FINAL MAP OF

PARCEL F-55

SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

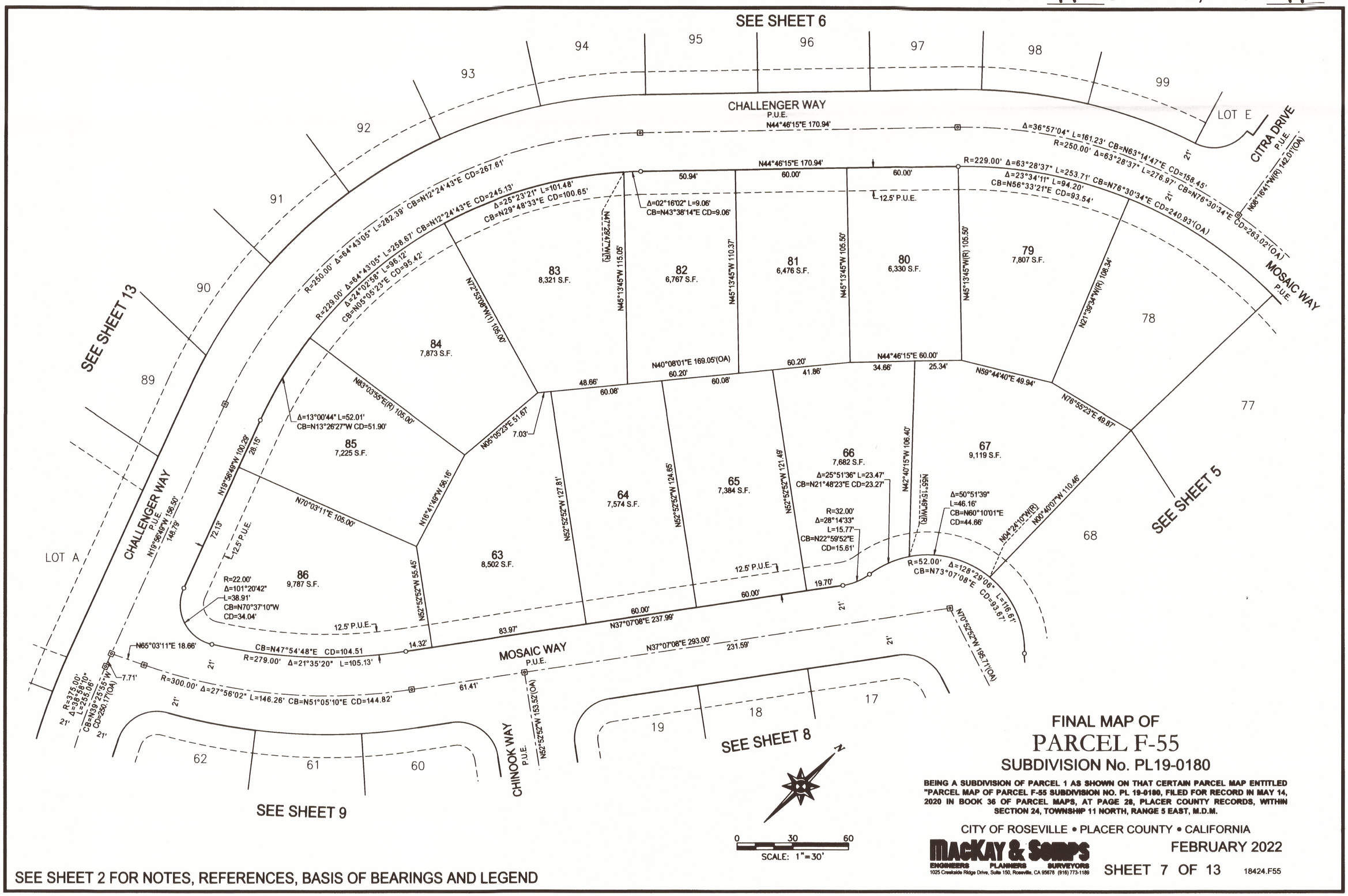
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FEBRUARY 2022

SHEET 6 OF 13 18424.F55

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND



FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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FEBRUARY 2022

SHEET 7 OF 13 18424.F55

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

SEE SHEET 5

SEE SHEET 7

SEE SHEET 9

SEE SHEET 10

SEE SHEET 10

MOSAIC WAY
P.U.E.

CHINOOK WAY
P.U.E.

CASHMERE COURT
P.U.E.

LOT 1
BB MAPS 88
DOC# 2012-0044503

LOT 2
BB MAPS 88
DOC# 2007-0117568

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	32.00	25°41'35"	14.35'	N73° 23' 51"W	14.23'
C2	396.00	00°42'06"	4.85'	N85° 53' 35"W	4.85'

N

0 30 60

SCALE: 1"=30'

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

SEE SHEET 7

SEE SHEET 8

SEE SHEET 10

SEE SHEET 13

SEE SHEET 12

CHINOOK WAY
P.U.E.

MOSAIC WAY
P.U.E.

CHALLENGER WAY
P.U.E.

LOT A

19 20 21 22 25 63 86 54 51 88 87 44 43 42 41 40 39 38

231.59'(OA)
N37°07'08"E 293.00'(OA)
61.41'
N52°52'52"W 153.52'
R=800.00' Δ=09°15'51" L=129.35' CB=N48°14'56"W CD=129.21'
R=250.00' Δ=46°41'24" L=203.72' CB=N66°57'42"W CD=198.13'(OA)
N52°52'52"W 110.52'
93.44'
17.08'
R=779.00' Δ=09°15'51" L=125.96' CB=N48°14'56"W CD=125.82'
R=271.00' Δ=46°41'24" L=220.84' CB=N66°57'42"W CD=214.78'(OA)
R=22.00' Δ=90°00'00" L=34.56' CB=N82°07'08"E CD=31.11
N37°07'08"E 18.41'
12.5' P.U.E.
Δ=05°24'09" L=30.27' CB=N39°49'13"E CD=30.26'
Δ=03°02'44" L=41.41' CB=N51°21'30"W CD=41.40'
Δ=04°25'22" L=60.13' CB=N47°37'27"W CD=60.12'
Δ=07°34'47" L=35.85' CB=N47°24'24"W CD=35.83'
Δ=01°47'46" L=24.42' CB=N44°30'53"W CD=24.42'
Δ=12°02'32" L=56.96' CB=N57°13'03"W CD=56.85'
Δ=12°02'32" L=56.96' CB=N69°15'35"W CD=56.85'
N47°28'43"W(R) 106.91'
N40°09'52"E(R)
N44°35'14"E(R)
N38°48'13"E 119.22'
N38°48'13"E 115.16'
N38°48'13"E(R) 108.44'
N25°45'41"E(R) 105.74'
N14°43'09"E(R) 107.84'
81.37'
119.56'
60 8,285 S.F.
59 7,683 S.F.
58 7,055 S.F.
57 6,704 S.F.
56 7,203 S.F.
55 7,367 S.F.
R=300.00' Δ=27°56'02" L=146.26' CB=N51°05'10"E CD=144.82'
R=321.00' Δ=24°12'55" L=135.67' CB=N49°13'36"E CD=134.66'
Δ=10°14'05" L=57.34' CB=N47°38'20"E CD=57.26'
N37°14'37"W(R) 111.15'
N44°29'16"E 237.81'(OA)
76.83'
70.31'
54.91'
N51°30'00"W 181.16'(OA)
60.00'
63.13'
50.85'
63.13'
9.24'
53.36'
26.00'
35.19'
44.73'
N74°06'49"W 56.45'
N58°55'00"W 62.60'
N59°38'43"W 61.19'
62 9,147 S.F.
R=22.00' Δ=86°36'44" L=33.26' CB=S18°01'42"W CD=30.18'
148.79'(OA)
N19°36'49"W 156.50'(OA)
57.71'
N65°03'11"E 18.66'
Δ=58°34'41" L=48.06' CB=N67°02'43"E CD=48.01'
118.05'
45 8,306 S.F.
S46°59'20"W(R) 79.41'
S33°32'40"W(R)
N31°05'00"E 120.97'
46 7,337 S.F.
N31°05'00"E 113.15'
47 6,828 S.F.
N31°05'00"E 105.00'
48 6,573 S.F.
N31°05'00"E 105.00'
49 6,834 S.F.
N27°05'23"E(R) 105.30'
50 7,752 S.F.
N10°39'21"E(R) 108.27'
Δ=17°44'01" L=109.57' CB=N34°08'40"W CD=109.13'
R=354.00' Δ=33°38'20" L=207.84' CB=N42°05'50"W CD=204.86'
Δ=13°26'40" L=83.07' CB=N49°44'00"W CD=82.87'
Δ=02°27'40" L=15.21' CB=N57°41'10"W CD=15.20'
Δ=03°59'37" L=21.19' CB=N60°54'48"W CD=21.18'
12.5' P.U.E.
47.40'
62.60'
62.60'
47.35'
N58°55'00"W 219.94'
R=375.00' Δ=38°58'10" L=255.06' CB=N39°25'55"W CD=250.17'
Δ=16°26'02" L=87.20' CB=N71°07'38"W CD=86.90'
R=304.00' Δ=31°23'25" L=166.55' CB=N74°36'42"W CD=164.47'(OA)
R=325.00' Δ=31°23'25" L=178.06' CB=N74°36'42"W CD=175.84(OA)
N58°55'00"W 219.94'

N

0 30 60
SCALE: 1"=30'

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

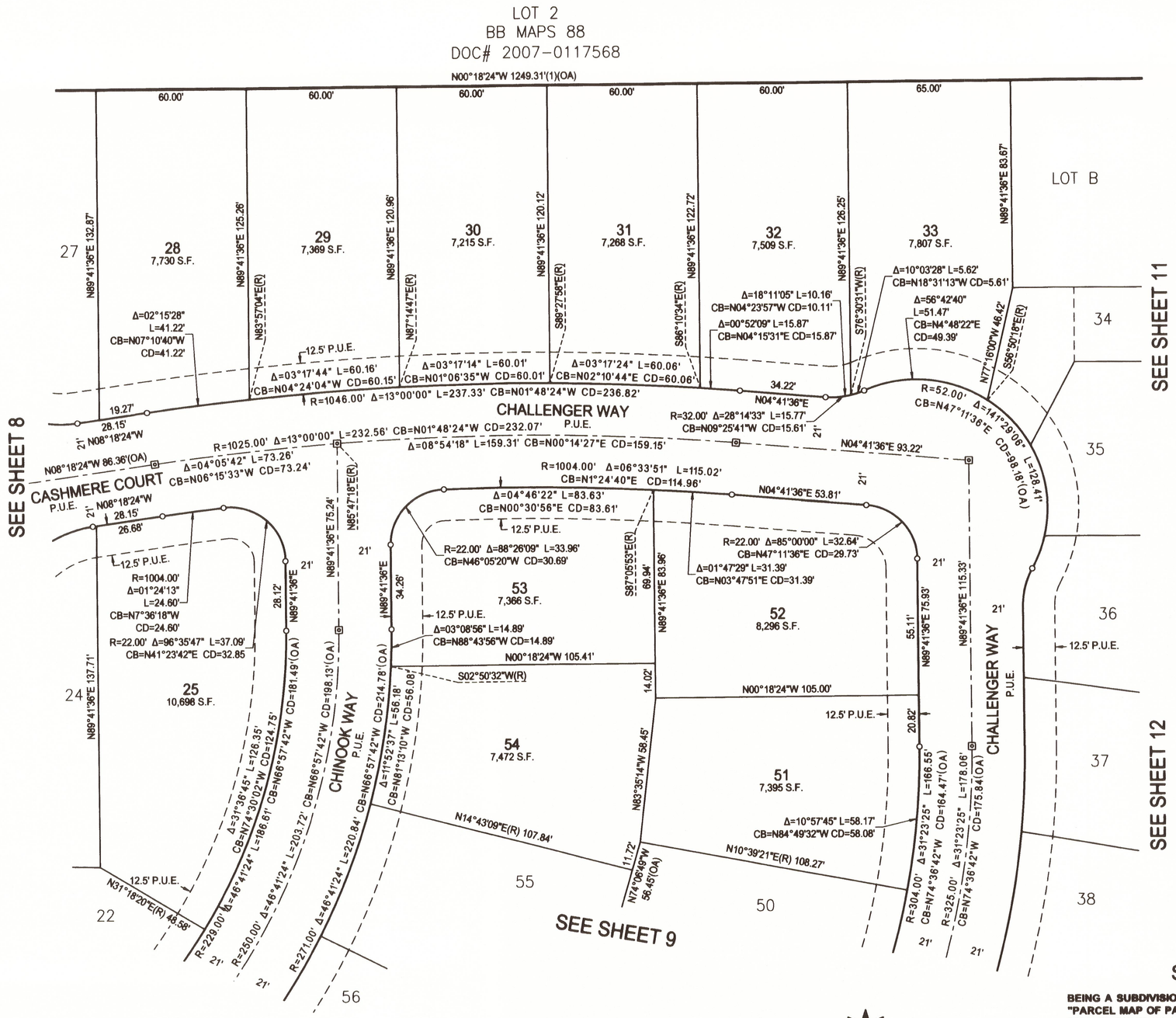
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FEBRUARY 2022

18424.F55



FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

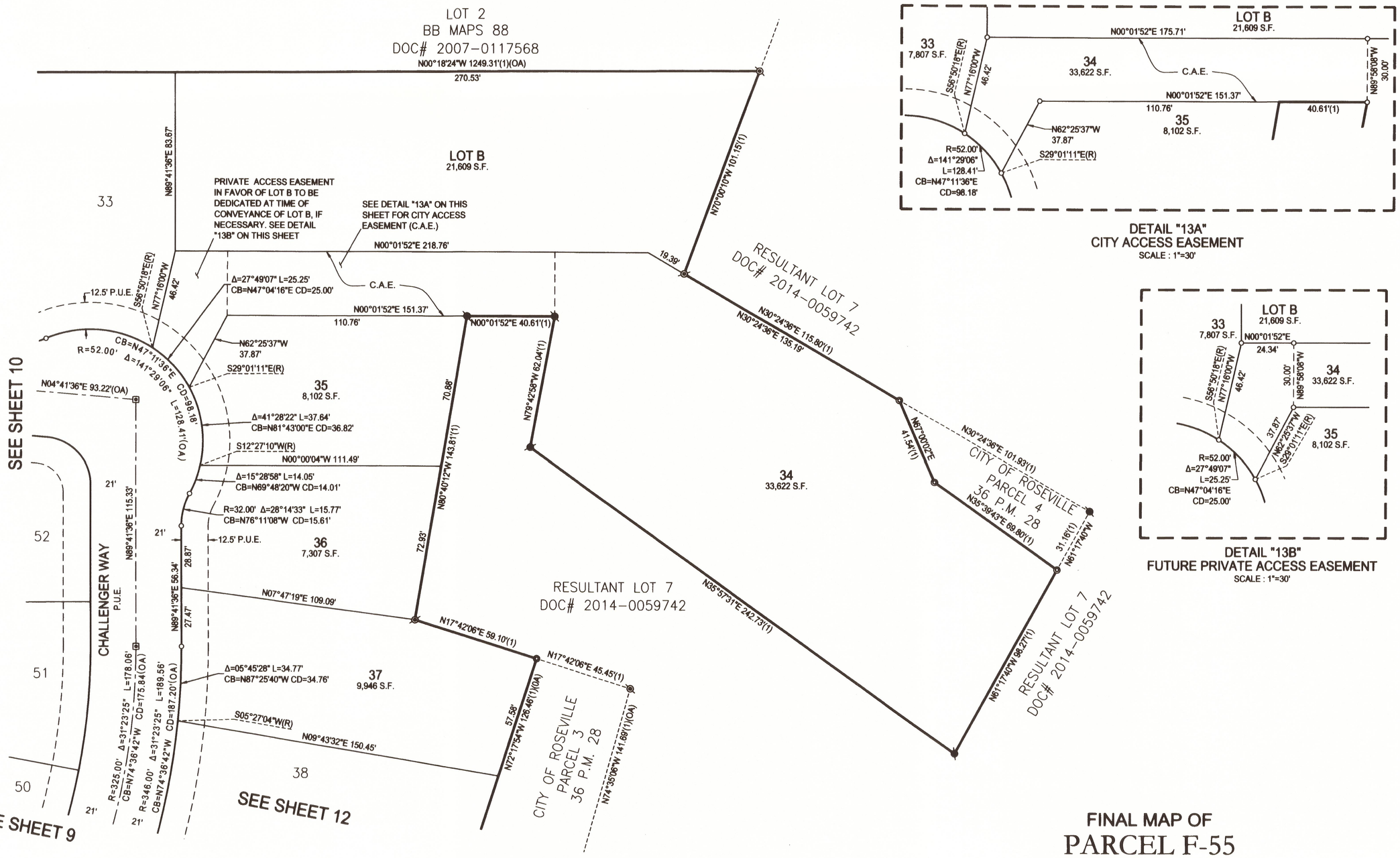
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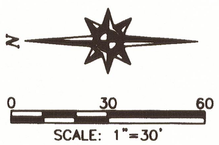
SHEET 10 OF 13 18424.F55

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND



DETAIL "13A"
CITY ACCESS EASEMENT
SCALE : 1"=30'

DETAIL "13B"
FUTURE PRIVATE ACCESS EASEMENT
SCALE : 1"=30'



FINAL MAP OF

PARCEL F-55

SUBDIVISION No. PL19-0180

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SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

SEE SHEET 9

62 | 45 | 46 | 47 | 48 | 49 | 50 | 51

CHALLENGER WAY
P.U.E.

21' | 21' | 12.5' P.U.E.

R=375.00' Δ=38°58'10" L=255.06' CB=N39°25'55"W CD=250.17'
R=396.00' Δ=38°58'10" L=269.34' CB=N39°25'55"W CD=264.18'
Δ=18°33'19" L=128.24'
CB=N41°03'56"W CD=127.68'

N58°55'00"W 219.94'

Δ=08°34'24" L=59.26'
CB=N54°37'47"W CD=59.20'

R=325.00' Δ=31°23'25" L=178.06' CB=N74°36'42"W CD=175.84'
R=346.00' Δ=31°23'25" L=189.56' CB=N74°36'42"W CD=187.20'
Δ=09°32'02" L=57.57'
CB=N70°04'13"W CD=57.51'
Δ=09°42'42" L=58.65'
CB=N79°41'35"W CD=58.58'

Δ=06°23'12"
L=38.57'
CB=N62°06'36"W
CD=38.55'

SEE SHEET 13

88

87
18,661 S.F.

44
11,525 S.F.

43
7,336 S.F.

42
6,866 S.F.

41
6,432 S.F.

40
7,155 S.F.

39
8,665 S.F.

38
9,497 S.F.

37

SEE SHEET 11

N38°12'43"E(R) 115.88'
N39°39'25"E(R) 126.77'
N31°05'00"E 126.17'
N31°05'00"E 118.35'
N31°05'00"E 110.53'
N31°05'00"E 106.71'
N24°41'48"E(R) 116.51'
N15°09'46"E(R) 140.27'
S05°27'04"W(R) N09°45'32"E 150.45'

20.14' | 60.00' | 60.00' | 60.00' | 19.80'

58.99'
N19°57'15"W 259.81'(1)(OA)
112.26'
N46°26'12"W 164.78'(1)
52.52'
47.20'
60.51'
60.51'
N66°20'40"W 210.95'(1)
42.74'
17.70'
71.59'
N53°21'39"W 175.71'(1)
82.32'
4.10'
68.88'
N72°17'54"W 126.46'(1)(OA)

CITY OF ROSEVILLE
PARCEL 3
36 P.M. 28

N19°57'15"W 146.07'(1)
N66°57'12"W 298.53'(1)
N13°04'52"W 121.43'(1)
N70°32'54"E 75.98'(1)
N74°35'06"W 141.69'(1)(OA)

RESULTANT LOT 7
DOC# 2014-0059742

N

0 30 60
SCALE: 1"=30'

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

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SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

SEE SHEET 9

SEE SHEET 7

SEE SHEET 6

SEE SHEET 12

MOSAIC WAY P.U.E.

CHALLENGER WAY P.U.E.

62

83

84

85

86

87

93

92
10,372 S.F.

91
8,967 S.F.

90
7,987 S.F.

89
9,645 S.F.

88
7,247 S.F.

LOT A
16,227 S.F.

21'

12.5' P.U.E.

20' P.U.E.

20' B.P.E.

R=271.00' Δ=64°43'05" L=306.11' CB=N12°24'43"E CD=290.09'(OA)

Δ=12°02'32" L=56.96' CB=N15°19'49"E CD=56.85'

Δ=12°10'42" L=57.60' CB=N03°13'12"E CD=57.49'

Δ=12°52'18" L=60.88' CB=N09°18'18"W CD=60.75'

R=250.00' Δ=64°43'05" L=282.39' CB=N12°24'43"E CD=267.61'(OA)

148.79'
N19°56'49"W 156.50'

N19°56'49"W 156.50'
115.71'

40.79'

Δ=04°12'22"
L=19.89'
CB=N17°50'38"W
CD=19.89'

Δ=03°28'09"
L=23.98'
CB=N21°40'54"W
CD=23.97'

R=375.00' Δ=38°58'10" L=255.06'
CB=N39°25'55"W CD=250.17'(OA)

R=396.00' Δ=38°58'10" L=269.34'
CB=N39°25'55"W CD=264.18'(OA)

Δ=08°22'18" L=57.86'
CB=N27°36'07"W CD=57.81'

N65°03'11"E 18.86'

17.71'

N68°36'55"W(R) 144.31'

N80°41'27"W(R) 134.89'

S87°07'51"W(R)

S74°15'33"W(R)

N89°43'33"E 129.51'

N89°43'33"E 139.05'

N79°45'47"E 121.07'

N79°45'47"E 113.29'

N66°35'02"E 105.22'

N66°35'02"E(R) 105.92'

N58°12'43"E(R) 115.88'

74.66'

126.16'

N19°57'15"W 259.81'(1)

RESULTANT LOT 7
DOC# 2014-0059742

N44°46'50"E 665.14'(1)(OA)

CITY OF ROSEVILLE
PARCEL 2
36 P.M. 28

19.99'

71.36'

N00°16'29"W 160.13'(1)

79.84'

8.92'

51.08'

N00°16'11"W 92.43'(1)

29.86'

N39°29'14"W 105.35'(OA)

62.54'

N39°29'14"W 85.44'(1)

42.81'

SEE DETAIL "13A" ON THIS SHEET

CITY OF ROSEVILLE
DOC# 1999-0081607

FOUND 2" IRON PIPE
WITH BRASS DISK
STAMPED AS SHOWN

CITY OF ROSEVILLE
DOC# 98-0094049

LS 3923
S23 | S24
T11N | R5E
N 1/16
1981

89
9,645 S.F.

N39°29'14"W 105.35'(OA)

62.54'(OA)

19.91'

N39°29'14"W
85.44'(1)

N72°55'07"W
13.19'(1)

LOT H
72 S.F.

29.86'

11.49'

N00°16'11"W
92.43'(1)

RESULTANT LOT 7
DOC# 2014-0059742

CITY OF ROSEVILLE
DOC# 98-0094049

DETAIL "13A"
SCALE: 1"=10'

N

0 30 60
SCALE: 1"=30'

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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18424.F55

COUNCIL COMMUNICATION

CC #: 2301
File #: 0400-04-12-1

Title:	Sierra Vista - Upland Drive - Segment 4 - Notice of Completion
Contact:	Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Upland Drive - Segment 4, CWJ #190502, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

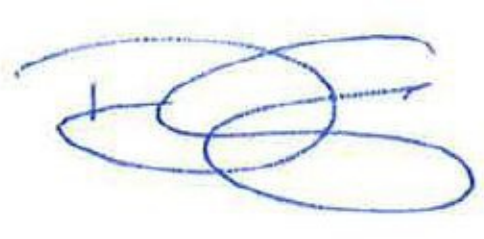
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-355

NOC

Exhibit A - Vicinity Map

Final Map

RESOLUTION NO. 22-355

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS UPLAND DRIVE –SEGMENT 4 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Upland Drive – Segment 4 is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of The Villages At Sierra Vista recorded in Book DD of Maps, Page 26, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Upland Drive – Segment 4
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

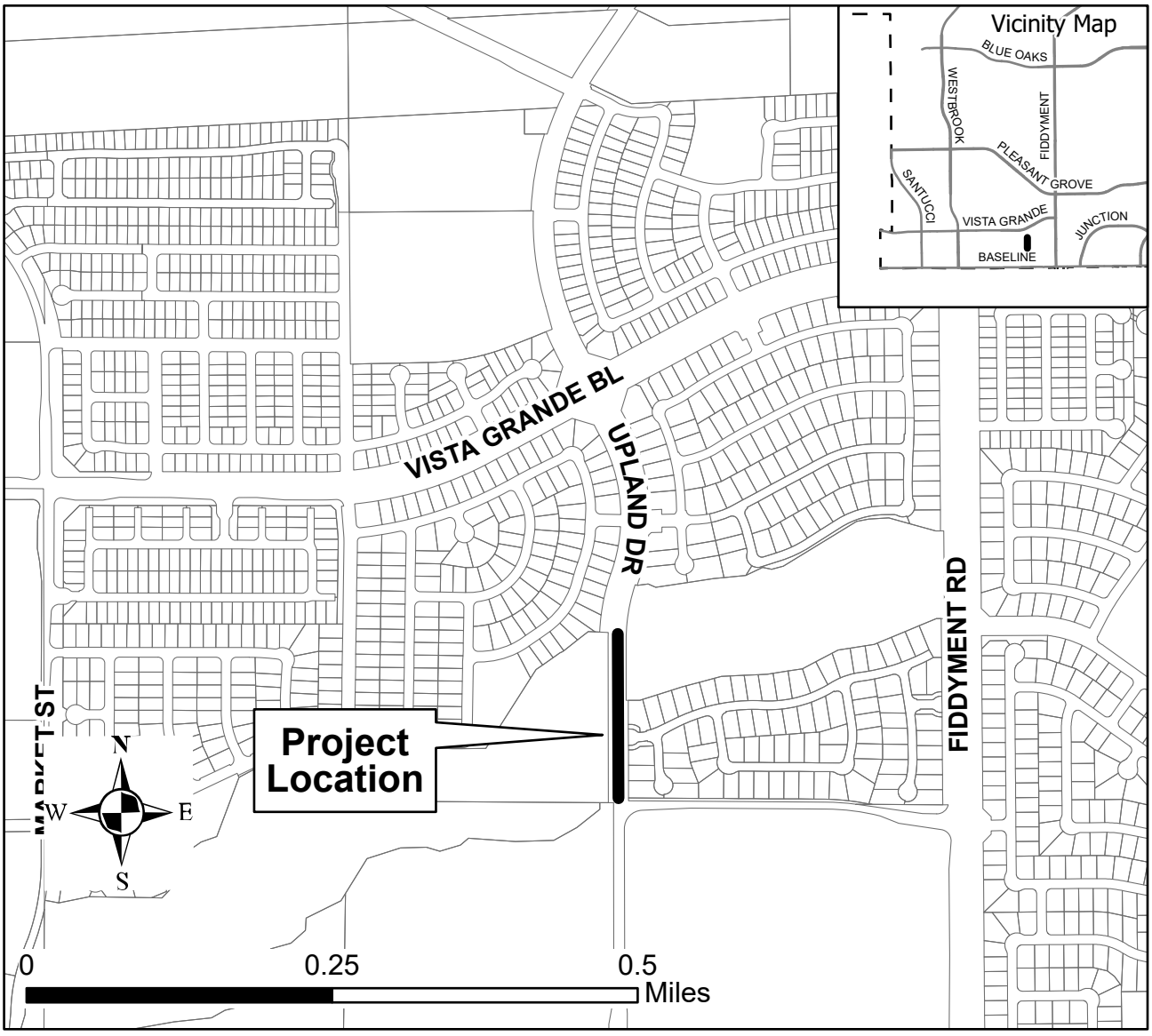
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville
Upland Drive
Segment 4



302-805

BOOK DD OF MAPS, PAGE 26

A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157

ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F' AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15 OF PARCEL MAPS, AT PAGE 143.
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015

BAKER-WILLIAMS ENGINEERING GROUP
Sheet 1 of 10

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS PLAT OF " LARGE LOT SUBDIVISION MAP OF THE VILLAGES AT SIERRA VISTA " SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

*THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE DRIVE, STREET, ROAD, WAY AND BOULEVARD SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING WITHIN LOTS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(C) PUBLIC EASEMENTS FOR PEDESTRIAN ACCESS ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED 'P.E.' (PEDESTRIAN EASEMENT).

(D) PUBLIC EASEMENT FOR PEDESTRIAN AND BICYCLES ACCESS AND THE INSTALLATION AND MAINTENANCE OF A BIKE PATH, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED 'B.P.E.' (BIKE PATH EASEMENT)

(E) PUBLIC EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED 'M.A.E.' (MAINTENANCE ACCESS EASEMENT)

(F) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS FIDDYMENT ROAD, VISTA GRANDE BOULEVARD, UPLAND DRIVE, SIERRA GLEN DRIVE AND MARKET STREET.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) LOTS 3, 5, 6, 7, 24 AND 25 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

(B) LOTS 9, 17 AND 23 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PARK PURPOSES.

(C) LOT 8 SHOWN HEREON FOR A WELL SITE.

(D) LOT 10 SHOWN HEREON FOR A SCHOOL SITE

(E) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREET SHOWN HEREON AS BRAMBLEWOOD WAY AND SAN FERNANDO DRIVE.

MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: JOHN L. MOURIER III
MANAGING MEMBER

NOTARY STATEMENT:

CERTIFICATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS ~~STATEMENT~~ 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 PLACER)

ON JUNE 10th, 2015 BEFORE ME Karen Headley, NOTARY PUBLIC PERSONALLY APPEARED JOHN L. MOURIER III WHO PROVED TO ME ON BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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 SEAL.

NOTARY PUBLIC SIGNATURE

KAREN Headley
PRINT NAME

MY COMMISSION NO. IS 2086157.

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY.

MY COMMISSION EXPIRES Oct 16, 2018

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MOURIER LAND INVESTMENT CORP., IN AUGUST 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2016, THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE 6/08/15

JOHN KARL JEFFRIES L.S. 7820
EXPIRES 12/31/2015

LICENSED LAND SURVEYOR
JOHN KARL JEFFRIES
No. 7820
EXPIRES 12/31/2015
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "LARGE LOT SUBDIVISION MAP OF THE VILLAGES AT SIERRA VISTA" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED 7/20/15

MARC STOUT R.C.E. 69879
ACTING CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2016

I HEREBY STATE THAT I AM SATISFIED THAT THIS PLAT OF "LARGE LOT SUBDIVISION MAP OF THE VILLAGES AT SIERRA VISTA" IS TECHNICALLY CORRECT.

For Marc Stout, Acting City Engineer, City of Roseville

DATED 7/1/15

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
EXP. 12/31/15
STATE OF CALIFORNIA

TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2015

PUBLIC AGENCY STATEMENT:

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT, SHOULD THE CITY OF ROSEVILLE DETERMINE THAT THE PUBLIC PURPOSE FOR WHICH LOT 8 IS DEDICATED NO LONGER EXISTS, THE CITY OF ROSEVILLE SHALL RECONVEY THE PROPERTY TO THE GRANTOR, WHOSE CURRENT ADDRESS IS LISTED BELOW, OR TO THEIR SUCCESSOR(S) IN INTEREST:

MOURIER INVESTMENTS, LLC
1430 BLUE OAKS BOULEVARD, SUITE 190
ROSEVILLE, CA 95747

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF "LARGE LOT SUBDIVISION MAP OF THE VILLAGES AT SIERRA VISTA" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS AND RIGHTS-OF-WAY HEREON OFFERED FOR DEDICATION. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS.

DATED 7/21/15

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT 36 MINUTES AFTER 11 O'CLOCK A.M. ON THE 27th DAY OF July, 2015 AND RECORDED IN BOOK DD OF MAPS, AT PAGE 26.

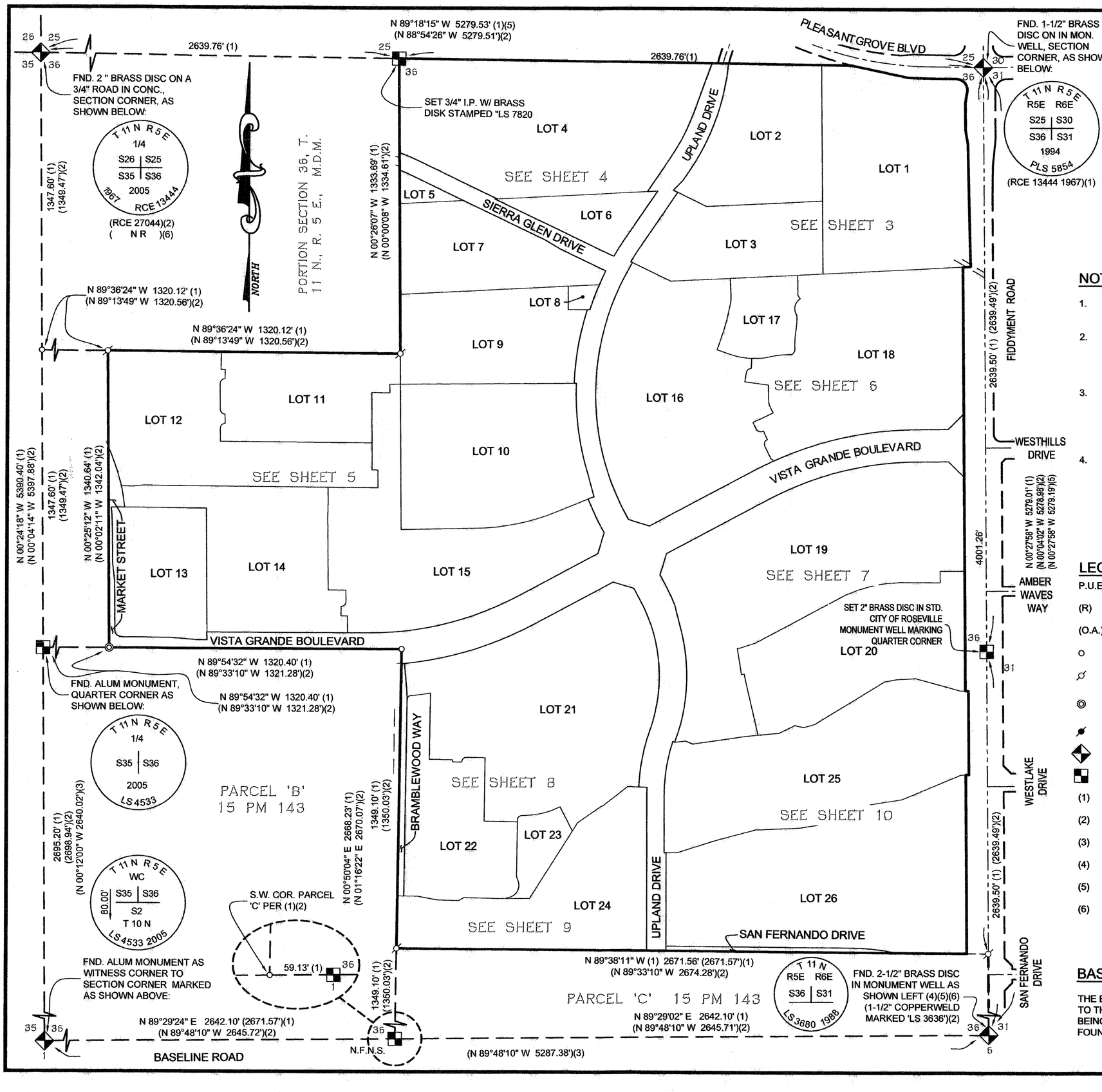
DOCUMENT NO. 2015-0065822

Jim McCauley
COUNTY RECORDER OF PLACER COUNTY

FEE $35.00

BY: L. McCann
DEPUTY

JOB NO. 14-07-024



A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157

ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F' AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15 OF PARCEL MAPS, AT PAGE 143.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 300'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 2 of 10

NOTES:

1. THE TOTAL AREA OF THIS SUBDIVISION INCLUDING 2012-0062888 IS 282.945 ACRES MORE OR LESS AND CONSISTS OF 26 LARGE LOTS.
2. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E133171.000 DATED SEPTEMBER 10, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT.
3. AN IRREVOCABLE OFFER OF DEDICATION IN FEE TO THE CITY OF ROSEVILLE FOR RIGHT-OF-WAY , OPEN SPACE AND WELL SITE DEDICATION, FILED AS INSTRUMENT NO. 2015-0064321, AFFECTS THE RIGHTS-OF-WAY SHOWN HEREON FOR DEDICATION IN FEE FOR PUBLIC PURPOSES AS ITEM (A) ON SHEET 1 AND LOTS 3, 6, 7, 8, 24 AND 25 SHOWN HEREON.
4. AN IRREVOCABLE OFFER OF DEDICATION OF EASEMENT TO THE CITY OF ROSEVILLE FOR PUBLIC UTILITY PURPOSES, FILED AS INSTRUMENT NO. 2015-0064331, AFFECTS THE RIGHTS-OF-WAY SHOWN HEREON FOR DEDICATION IN FEE FOR PUBLIC PURPOSES AS ITEM (A) ON SHEET 1 AND LOTS 2, 5, 6, 7, 8 AND 13 SHOWN HEREON.

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
(O.A.)	OVER ALL DISTANCE
o	DIMENSION POINT
⌀	SET 3/4" IRON PIPE W/ BRASS DISC STAMPED "LS 7820"
◎	SET 2" BRASS DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL
⌀	FOUND MONUMENT AS NOTED
◆	FOUND SECTION CORNER AS NOTED
■	FOUND QUARTER CORNER AS NOTED
(1)	RECORD PER 18 RS 118
(2)	RECORD PER 15 PM 143
(3)	RECORD PER 8 PM 53
(4)	RECORD PER 11 RS 102
(5)	RECORD PER 18 RS 49
(6)	RECORD PER 18 RS 64

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE EAST LINE OF SECTION 36, T. 11 N., R. 5 E., M.D.M., BEING N 00°27'58" W AND ESTABLISHED BY MONUMENTS FOUND AS SHOWN HEREON.

S.M. # = SUBDIVSION MAP LOT #
T.M. # = TENTATIVE MAP LOT #
S.P. # = SPECIFIC PLAN LOT #

S.M. #	T.M. #	S.P. #
1	LOT JM-41	JM-41
2	LOT JM-30	JM-30
3	LOT JM-83	JM-83
4	LOT JM-01	JM-1
5	LOT JM-80	JM-80
6	LOT JM-82	JM-82
7	LOT JM-81	JM-81
8	LOT JM-60	JM-60
9	LOT JM-50	JM-50
10	LOT JM-61	JM-61
11	LOT JM-20D	JM-20D
12	LOT JM-20C	JM-20D
13	LOT JM-40	JM-40
14	LOT JM-20B	JM-20B
15	LOT JM-20A	JM-20B
16	LOT JM-02A	JM-2A
17	LOT JM-51	JM-51
18	LOT JM-02B	JM-2B
19	LOT JM-03A	JM-3A/3B
20	LOT JM-03B	JM-3A/3B
21	LOT JM-04A	JM-4
22	LOT JM-04B	JM-4
23	LOT JM-52	JM-52
24	LOT JM-84	JM-84
25	LOT JM-85	JM-85
26	LOT JM-21	JM-21

JOB NO. 14-07-024

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C4	12.11'	87.00'	7° 58' 42"	S 9°55'36" W	12.10'
C5	48.21'	526.00'	5° 15' 04"	S 10°45'07" W	48.19'
C8	118.10'	1,200.00'	5° 38' 19"	S 31°22'59" W	118.05'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	73.74'	N 74° 40' 17" W
L3	47.06'	S 64° 21' 05" E

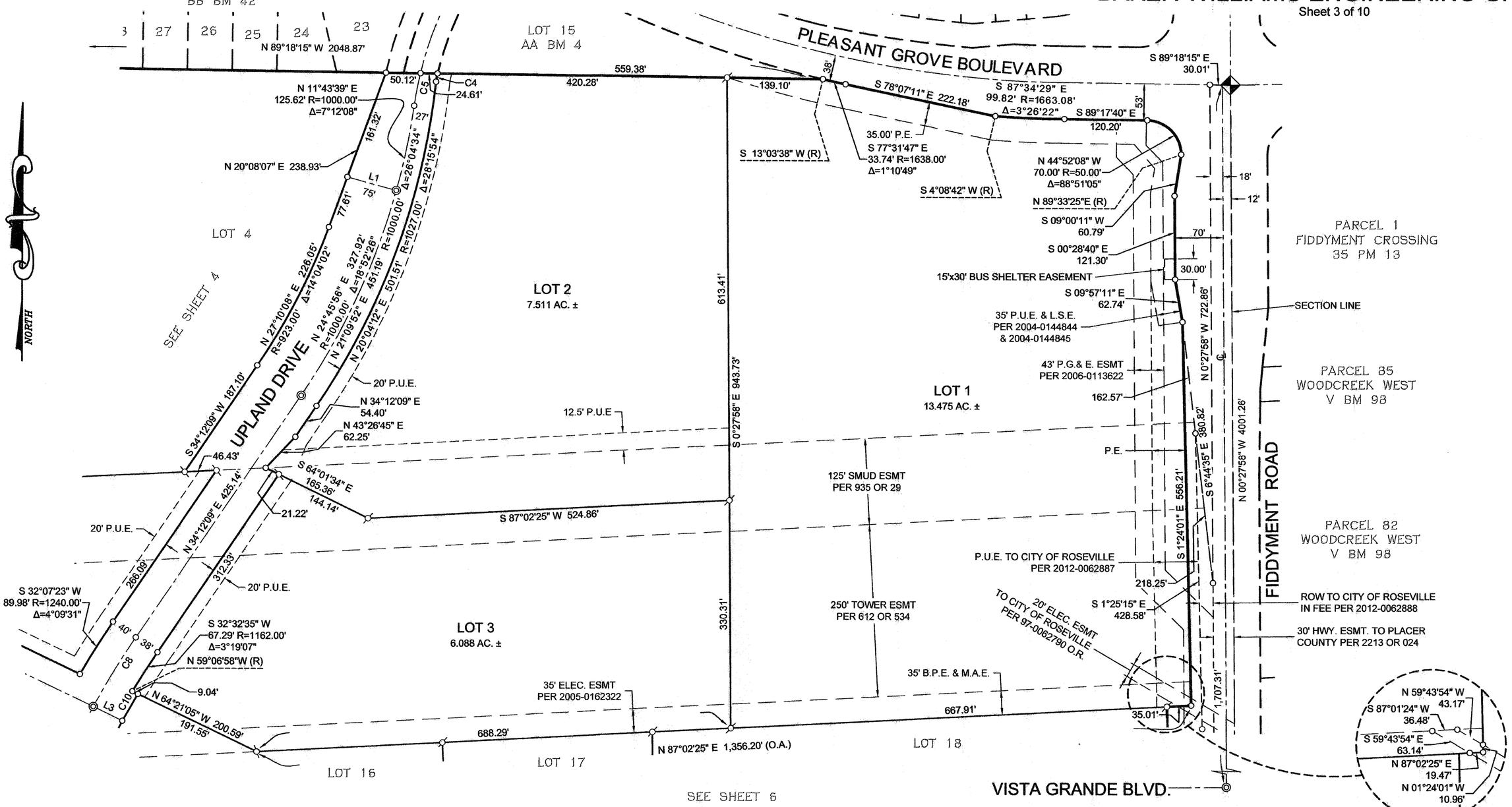
A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157
ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F' AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15 OF PARCEL MAPS, AT PAGE 143.
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 100'

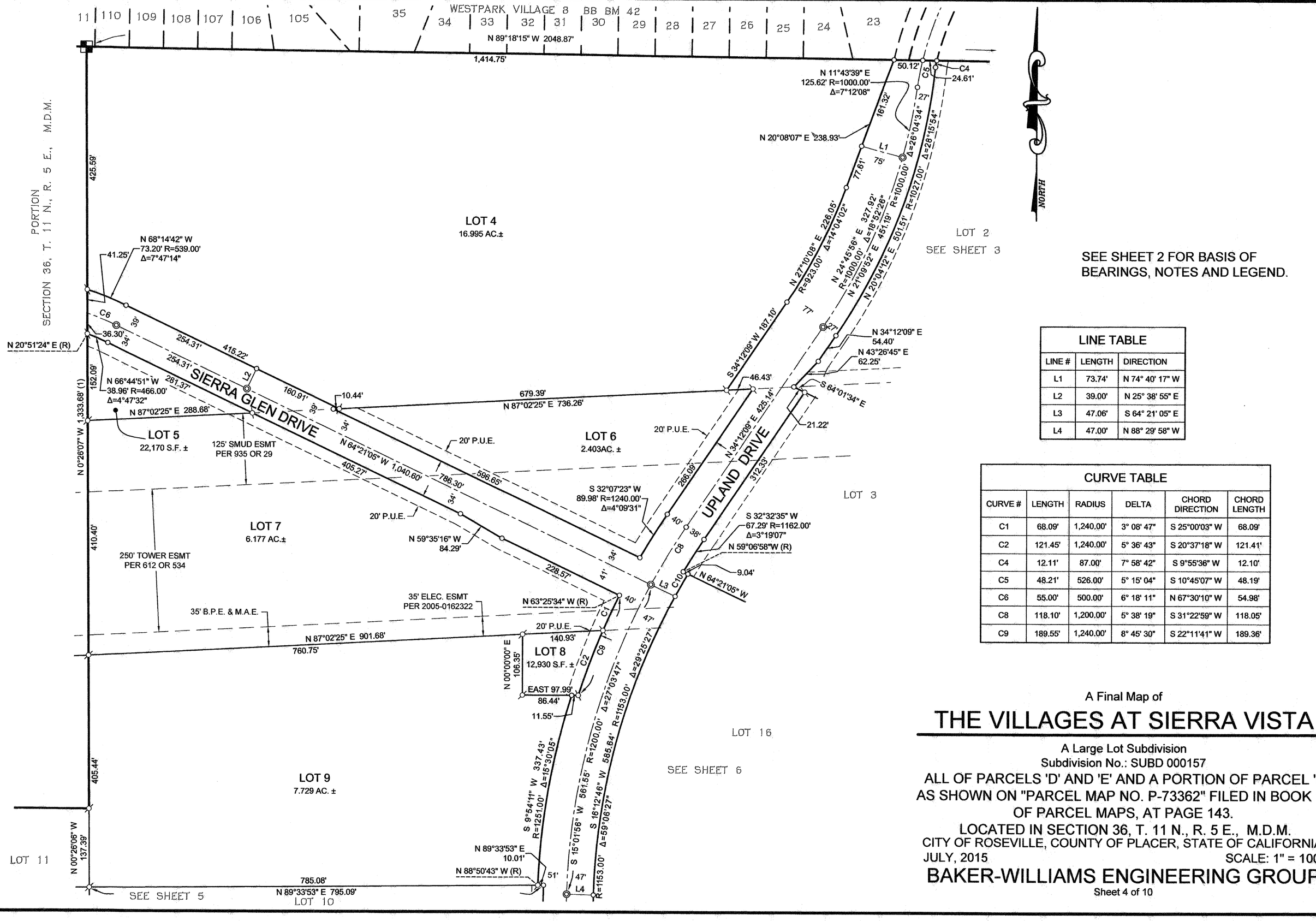
BAKER-WILLIAMS ENGINEERING GROUP

Sheet 3 of 10



SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

JOB NO. 14-07-024



SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	73.74'	N 74° 40' 17" W
L2	39.00'	N 25° 38' 55" E
L3	47.06'	S 64° 21' 05" E
L4	47.00'	N 88° 29' 58" W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	68.09'	1,240.00'	3° 08' 47"	S 25°00'03" W	68.09'
C2	121.45'	1,240.00'	5° 36' 43"	S 20°37'18" W	121.41'
C4	12.11'	87.00'	7° 58' 42"	S 9°55'36" W	12.10'
C5	48.21'	526.00'	5° 15' 04"	S 10°45'07" W	48.19'
C6	55.00'	500.00'	6° 18' 11"	N 67°30'10" W	54.98'
C8	118.10'	1,200.00'	5° 38' 19"	S 31°22'59" W	118.05'
C9	189.55'	1,240.00'	8° 45' 30"	S 22°11'41" W	189.36'

A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157
ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F'
AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15
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LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

JOB NO. 14-07-024

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision Subdivision No.: SUBD 000157

ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F' AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15 OF PARCEL MAPS, AT PAGE 143.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JULY, 2015 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 5 of 10

PORTION
SECTION 36, T. 11 N., R. 5 E., M.D.M.

PORTION
SECTION 36, T. 11 N., R. 5 E., M.D.M.

NORTH

LOT 9

SEE SHEET 4

LOT 10
11.831 AC. ±

LOT 11
6.774 AC. ±

LOT 12
10.211 AC. ±

LOT 13
5.652 AC. ±

LOT 14
9.497 AC. ±

LOT 15
13.171 AC. ±

LOT 16

SEE SHEET 6

LOT 21

SEE SHEET 8

LINE TABLE		
LINE #	LENGTH	DIRECTION
L4	47.00'	N 88° 29' 58" W
L5	73.23'	N 0° 26' 07" W
L6	15.29'	S 0° 26' 07" E
L7	27.65'	S 4° 45' 08" E
L8	73.00'	N 28° 10' 58" W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C7	30.14'	400.00'	4° 19' 01"	S 2°35'38" E	30.13'

MARKET STREET

VISTA GRANDE BOULEVARD

UPLAND DRIVE

20' P.U.E.

25' P.E. & P.U.E.

M.A.E.

PARCEL 'B'
15 PM 143

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

JOB NO. 14-07-024

SHEET 5 OF 10

PLEASANT GROVE BLVD.

SIERRA GLEN DRIVE

SEE SHEET 4

SEE SHEET 3

SEE SHEET 5

SEE SHEET 7

LOT 1

LOT 3

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 15

LOT 16
15.267 AC. ±

LOT 17
2.599 AC. ±

LOT 18
14.404 AC. ±

LOT 19

35' ACCESS ESMT

35' ELEC. ESMT TO CITY OF ROSEVILLE PER 2005-0162322

N 64°21'05" W 200.59'
191.55'

667.91'
746.70'

688.29'
304.76'
269.72'

N 87°02'25" E 1,356.20' (O.A.)
S 00°27'58" E 89.24'
S 32°10'35" E 20.00'
S 14°53'14" W 70.84' R=52.00' Δ=85°52'22"
S 3°46'44" W 62.13' R=327.00' Δ=10°54'08"
S 4°22'55" W 63.05' R=373.00' Δ=9°41'47"
S 00°27'58" E 23.01'
S 44°32'02" W 31.11' R=22.00' Δ=90°00'00"
S 89°32'02" W 15.00'
N 01°56'32" E 46.00'
S 84°03'35" W 89.69' R=327.00' Δ=15°45'54"
S 87°39'38" E 182.05' R=327.00' Δ=32°19'30"
S 82°51'20" W 69.31' R=298.00' Δ=13°21'24"
S 14°51'38" E 14.60' R=32.00' Δ=26°22'37"
N 4°59'31" E 42.06' R=152.00' Δ=15°54'13"
N 02°57'36" W 76.95'
N 12°56'37" E 74.03'
N 15°43'22" E 40.83' R=421.00' Δ=5°33'30"
N 18°30'07" E 98.00'
N 71°29'53" W 66.95'
S 79°46'40" E 94.18' R=327.00' Δ=16°33'35"
S 1°56'32" W (R)
N 08°29'02" E 103.98'
N 50°12'47" E 29.29' R=22.00' Δ=83°27'30"
N 08°29'02" E 37.75'
N 82°18'12" W 107.21'
N 00°14'06" W 61.35'
N 06°49'21" W 27.20'
N 25°24'13" W 41.73'
N 69°53'11" W 30.83' R=22.00' Δ=88°57'56"
N 64°35'47" E 100.00'
S 65°42'35" W 4.73' R=1715.00' Δ=0°09'29"
N 24°12'41" W 42.00'
S 25°24'13" E 30.31'
N 25°24'13" W 33.26'
S 25°24'13" E 227.72'
N 20°11'33" E 31.43' R=22.00' Δ=91°11'33"
N 25°24'13" W 64.24'
S 64°40'32" W 31.63' R=1573.00' Δ=1°09'08"
S 63°40'50" W 23.00' R=1573.00' Δ=0°50'16"
S 62°57'30" W 62.65' R=1573.00' Δ=2°16'56"
S 63°32'04" W 94.27' R=1573.00' Δ=3°26'03"

N 25°24'13" W 64.24'
N 36°15'11" W 8.66' R=23.00' Δ=21°41'55"
N 64°03'49" W 6.40'
S 77°23'34" W 661.67' R=1573.00' Δ=24°16'57"
S 42°53'52" W (R)

N 8°05'25" E 3.81' R=277.00' Δ=0°47'14"
N 08°29'02" E 37.75'
S 8°51'13" E 157.81' R=277.00' Δ=33°06'01"
N 82°18'12" W 107.21'

S 8°27'36" E 188.27' R=323.00' Δ=33°53'15"
M.A.E.
S 8°51'13" E 157.81' R=277.00' Δ=33°06'01"

S 77°23'34" W 661.67' R=1573.00' Δ=24°16'57"
S 75°40'32" W 753.54' R=1573.00' Δ=27°43'00"
S 76°48'16" W 661.04' R=1500.00' Δ=25°27'31"
S 75°40'32" W 718.57' R=1500.00' Δ=27°43'00"
S 76°47'17" W 629.67' R=1427.00' Δ=25°29'30"
S 75°40'32" W 683.60' R=1427.00' Δ=27°43'00"

N 01°24'01" W 33.72'
20.00' ELEC. EASEMENT TO CITY OF ROSEVILLE PER 97-0062790
35.01'
1,707.31'
85'
97.00'
43' P.G.& E. ESMT. PER 2006-0113622
43' P.G.& E. ESMT. PER 2006-0037597
N 0°27'58" W 628.98'
S 0°27'58" E 770.36'
N 89°18'15" W 4001.26'
CONSTRUCTION CENTERLINE
18.00'
12.00'
R/W TO CITY OF ROSEVILLE IN FEE PER 2012-0062888
30' HWY. ESMT. TO PLACER COUNTY PER 2213 O.R. 024
FIDDYMENT ROAD
CITY OF ROSEVILLE 3870 OR 612
R/W TO CITY OF ROSEVILLE IN FEE PER 2012-0062888
30' HWY. ESMT. TO PLACER COUNTY PER 2213 OR 024
P.U.E. TO CITY OF ROSEVILLE PER 2012-0062887
S 44°32'02" W 98.99'
143.65'
S 89°32'02" W 298.65'
S 08°59'47" W 60.77'
S 00°27'58" E 20.17'
S 09°55'41" E 60.77'
S 45°27'58" E 99.00'
PARCEL 83 WOODCREEK WEST V BM 98
WESTHILLS DRIVE
WOODCREEK WEST PARCEL 16 Y BM 32
81
82
83

EAST 11.55'
51'
S 9°54'11" W 337.43' R=1251.00' Δ=15°30'05"
S 15°01'58" W 561.55' R=1200.00' Δ=56°44'47" (O.A.)
S 16°12'46" W 585.64' R=1153.00' Δ=59°06'27"
N 89°33'53" E 10.01'
N 88°50'43" W (R)
L4
S 0°11'26" W 1137.41' R=1153.00' Δ=56°31'19"
S 3°00'35" W 1243.00' R=1241.00' Δ=19°15'58"
20' P.U.E.
41'
S 7°21'35" E 415.33'
UPLAND DRIVE
S 1°22'16" W 1137.41' R=1153.00' Δ=29°41'00"
S 1°22'16" W 614.76' R=1200.00' Δ=29°41'00"
S 16°20'28" E 590.68' R=1153.00' Δ=29°20'28"
S 16°20'28" E 538.26'
N 67°54'44" E 28.10'
S 68°08'12" W (R)
S 25°01'23" E 140.77' R=1277.00' Δ=6°19'09"
N 28°10'58" W 27.25'
S 16°49'02" W 98.99'
N 73°10'58" W 98.99'
47'
77'
73'
N 28°10'58" W 27.25'
N 73°10'58" W 98.99'
S 28°10'58" E 170.25'
N 61°49'02" E 655.26'
529.26'
VISTA GRANDE BOULEVARD
S 16°49'02" W 98.99'
N 28°10'58" W 205.55'
N 73°10'58" W 98.99'

C1 C2 C8 C9 C10 C11 C12 C13 L3 L4 L9 L10

LINE TABLE		
LINE #	LENGTH	DIRECTION
L3	47.06'	S 64° 21' 05" E
L4	47.00'	N 88° 29' 58" W
L9	73.00'	N 25° 16' 50" W
L10	73.00'	N 25° 24' 13" W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	68.09'	1,240.00'	3° 08' 47"	S 25°00'03" W	68.09'
C2	121.45'	1,240.00'	5° 36' 43"	S 20°37'18" W	121.41'
C8	118.10'	1,200.00'	5° 38' 19"	S 31°22'59" W	118.05'
C9	189.55'	1,240.00'	8° 45' 30"	S 22°11'41" W	189.36'
C10	45.12'	1,153.00'	2° 14' 32"	S 29°48'13" W	45.12'
C11	60.35'	327.00'	10° 34' 30"	S 82°46'13" E	60.27'
C12	34.16'	327.00'	5° 59' 06"	S 74°29'26" E	34.14'
C13	59.11'	1,500.00'	2° 15' 29"	S 62°56'46" W	59.11'

A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157
ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F' AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15 OF PARCEL MAPS, AT PAGE 143.
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 6 of 10

JOB NO. 14-07-024

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C13	59.11'	1,500.00'	2° 15' 29"	S 62°56'46" W	59.11'
C14	530.96'	847.00'	35° 55' 00"	N 1°33'06" E	522.30'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L9	73.00'	N 25° 16' 50" W
L10	73.00'	N 25° 24' 13" W
L11	47.03'	N 89° 16' 45" E
L12	77.00'	N 88° 42' 34" W

SEE SHEET 6

LOT 18

LOT 16

LOT 19
19.543 AC. ±

LOT 20
10.632 AC. ±

LOT 21

LOT 25

SEE SHEET 8

SEE SHEET 10

VISTA GRANDE BOULEVARD

UPLAND DRIVE

FIDDYMENT ROAD

WESTHILLS DRIVE

AMBER WAVES WAY

P.U.E. TO CITY OF ROSEVILLE PER 2012-0062887

PARCEL 83 WOODCREEK WEST V BM 98

PARCEL 16 WOODCREEK WEST Y BM 32

PARCEL 2A WOODCREEK WEST X BM 83

43' P.G.& E. ESMT. PER 2006-0037597

ROW TO CITY OF ROSEVILLE IN FEE PER 2012-0062888

30' HWY. ESMT. TO PLACER COUNTY PER 2213 O.R. 024

CONSTRUCTION CENTERLINE

SET 2" BRASS DISC IN STD. CITY OF ROSEVILLE MONUMENT WELL MARKING QUARTER CORNER

M.A.E.

NORTH

A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision
Subdivision No.: SUBD 000157
ALL OF PARCELS 'D' AND 'E' AND A PORTION OF PARCEL 'F'
AS SHOWN ON "PARCEL MAP NO. P-73362" FILED IN BOOK 15
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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015
SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 7 of 10

JOB NO. 14-07-024

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

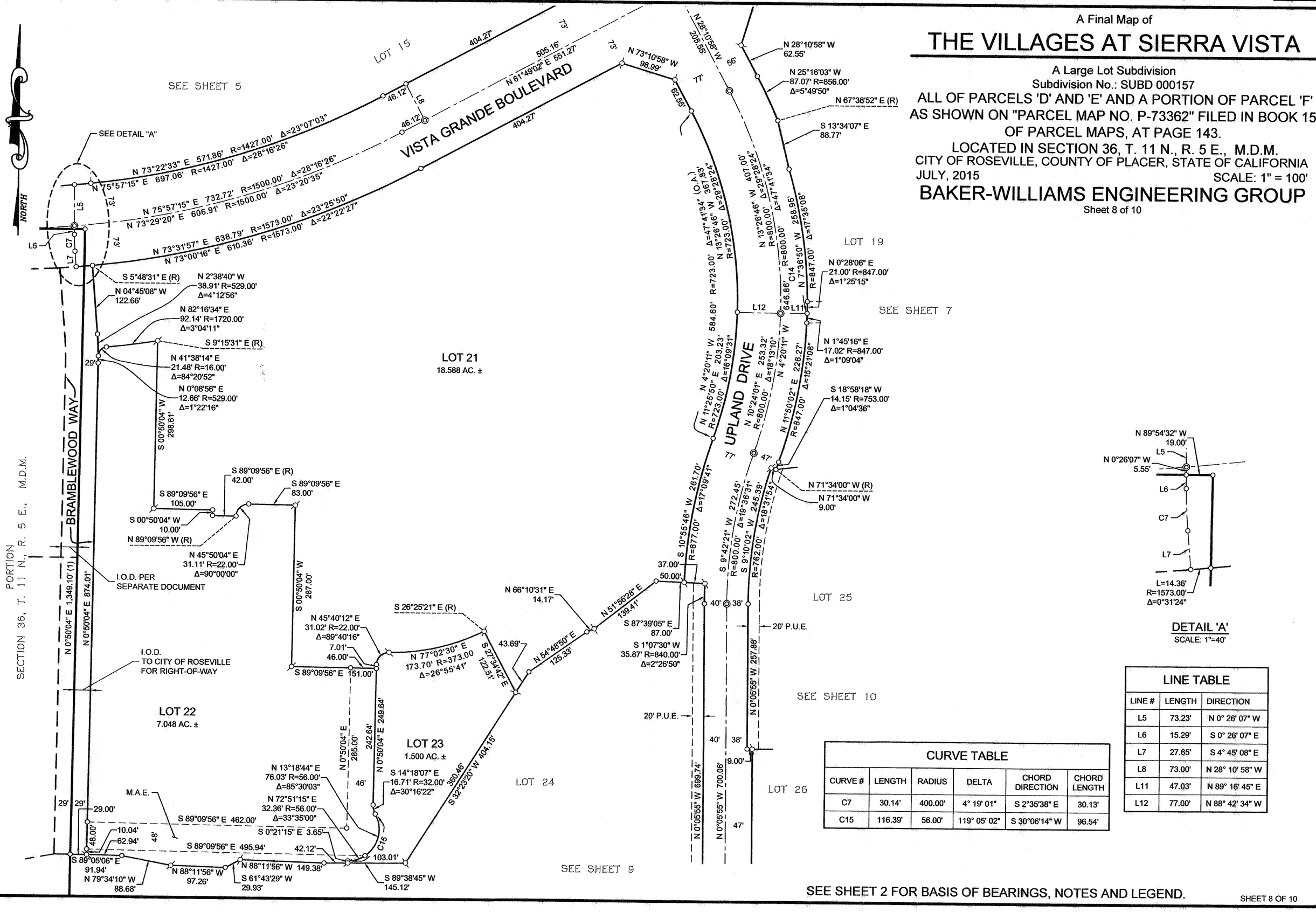
A Final Map of

THE VILLAGES AT SIERRA VISTA

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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 8 of 10



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C7	30.14'	400.00'	4° 19' 01"	S 2°35'38" E	30.13'
C15	116.39'	56.00'	119° 05' 02"	S 30°06'14" W	96.54'

LINE TABLE

LINE #	LENGTH	DIRECTION
L5	73.23'	N 0° 26' 07" W
L6	15.29'	S 0° 26' 07" E
L7	27.65'	S 4° 45' 08" E
L8	73.00'	N 28° 10' 58" W
L11	47.03'	N 89° 16' 45" E
L12	77.00'	N 88° 42' 34" W

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

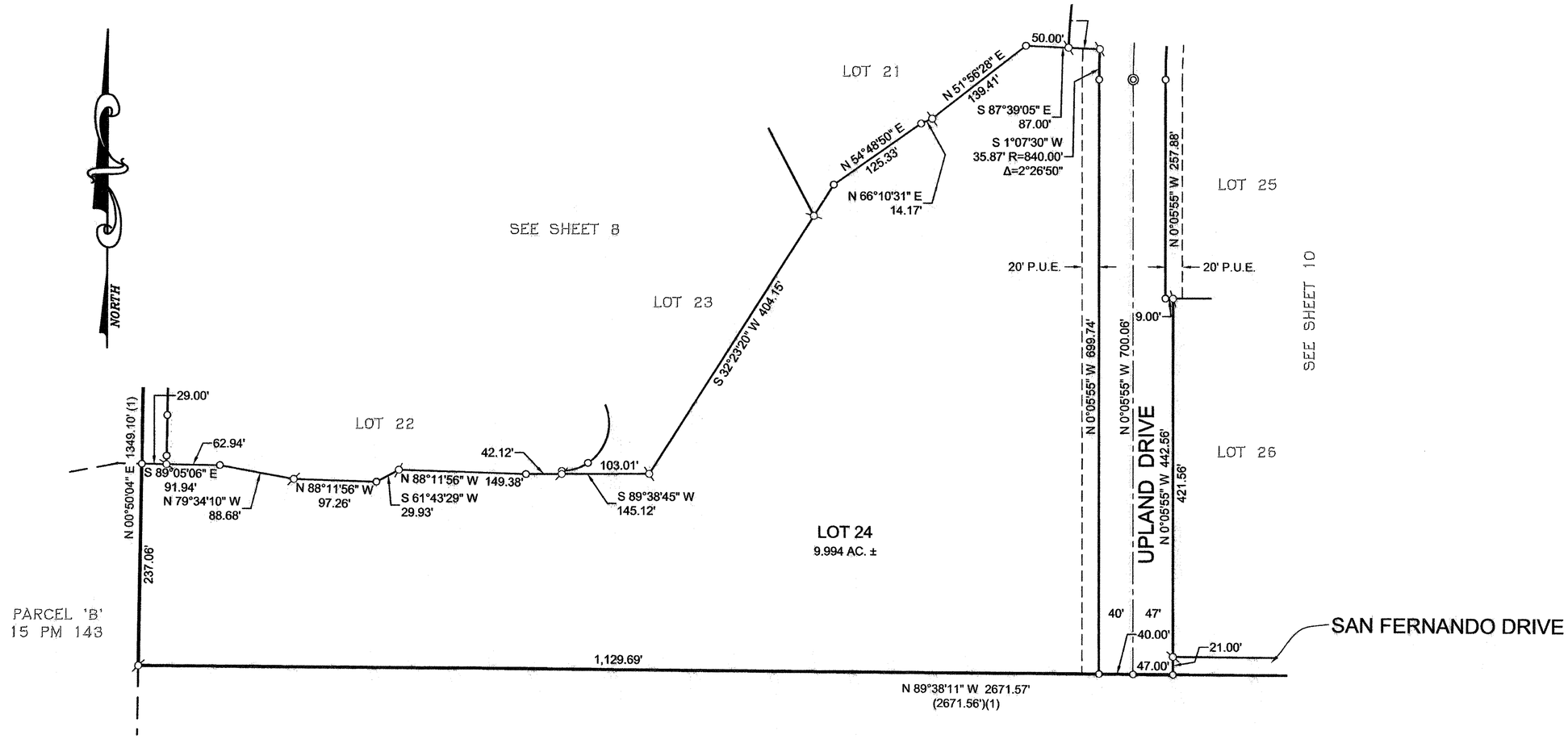
JOB NO. 14-07-024

A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision Map
Subdivision No.: SUBD 000157
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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP
Sheet 9 of 10



SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

JOB NO. 14-07-024

A Final Map of

THE VILLAGES AT SIERRA VISTA

A Large Lot Subdivision Map
Subdivision No.: SUBD 000157

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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY, 2015 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 10 of 10

VISTA GRANDE BLVD.

43' P.G.& E. ESMT. PER 2006-0037597

36 31

85' 14.00' 21.00'

N 79°27'50" E 54.04'

S 74°28'50" E 210.61'

N 86°37'43" E 85.83'

N 89°32'02" E 35.00'

71'

S 0°27'58" E 2,156.33'

376.67'

LOT 20

SEE SHEET 7

SEE SHEET 8

LOT 21

LOT 19

N 58°35'05" E 371.56'

S 18°58'18" W 14.15' R=753.00' Δ=1°04'36"

N 83°22'29" E 48.39'

S 66°37'31" E 34.78'

N 64°06'14" E 80.94'

N 74°25'20" E 51.61'

S 77°19'59" E 39.80'

44.79' 94.11'

N 84°38'38" E 138.90'

N 81°26'14" E 254.10'

N 71°34'00" W (R)

N 71°34'00" W 9.00'

77' 38'

S 10°55'46" W 261.70' R=877.00' Δ=17°09'41"

S 9°42'21" W 272.45' R=800.00' Δ=19°36'31"

S 9°10'02" W 245.39' R=762.00' Δ=18°31'54"

20' P.U.E.

P.U.E. TO CITY OF ROSEVILLE PER 2012-0062887

PARCEL 2A WOODCREEK WEST X BM 83

ROW TO CITY OF ROSEVILLE PER 2012-0062888

30' HWY. ESMT. TO PLACER COUNTY PER 2213 O.R. 024

WESTLAKE DRIVE

S 89°32'02" W 35.00'

21.00' 14.00'

85'

2,294.01'

N 67°21'33" E 290.80'

N 81°03'43" E 158.59'

N 62°17'44" E 173.24'

N 81°14'17" E 152.98'

N 87°08'07" E 199.10'

N 75°07'12" E 178.20'

N 72°15'18" E 189.35'

N 89°54'05" E 59.00'

50.00' 9.00'

N 0°05'55" W 257.88'

UPLAND DRIVE

LOT 25
14.767 AC. ±

43' P.G.& E. ESMT. PER 2006-0029983

FIDDYMENT ROAD

805.31'

PARCEL 3A WOODCREEK WEST X BM 37

12' 18'

LOT 26
18.280 AC. ±

LOT 24

SEE SHEET 9

N 0°05'55" W 699.74'

N 0°05'55" W 700.06'

N 0°05'55" W 442.56'

421.56'

20' P.U.E.

40' 47'

40.00' 47.00'

21.00'

I.O.D. TO THE CITY OF ROSEVILLE FOR RIGHT-OF-WAY

SAN FERNANDO DRIVE

838.82'

N 84°28'03" W 184.47' R=1023.78' Δ=10°20'16"

N 10°42'05" E (R)

S 81°27'58" E 30.83'

1,052.89'

304.98'

16.73' 85' 50.28'

S 89°38'11" E 2,574.55'

21.00'

PARCEL 'C'
15 PM 143

NORTH

JOB NO. 14-07-024

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

COUNCIL COMMUNICATION

CC #: 2277
File #: 0704-01 & 0214

Title:	Maidu Regional Park Soccer Fields Fencing - Grant Agreement
Contact:	Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a Grant Agreement between City of Roseville and Placer Valley Tourism for a project that will add fencing around the Maidu soccer fields at Maidu Regional Park, and authorize the City Manager to execute it.

BACKGROUND

In March 2022 the Parks, Recreation & Libraries (PRL) Department submitted a grant application to Placer Valley Tourism (PVT) for a fence project at the Maidu soccer fields and at the Crabb Park and Central Park softball/baseball fields. PVT made the decision to award PRL $250,000 towards fencing at the Maidu soccer fields, and suggested the City provide matching funds in an effort to complete all three projects. These grant dollars will help fund the fence project at Maidu, adding a 6' high, black coated fence around the perimeter of all five soccer fields. In 2021, the City, Roseville Youth Soccer Club, and Granite Bay FC partnered on a significant financial investment to upgrade the Maidu soccer fields to bermuda turf. The prevention of overuse and misuse of these fields helps protect this investment. The fence project will allow us to preserve the safety and playability of the fields for user groups by better controlling field use, including during the fields' dormant season. It will provide an opportunity to maintain Maidu as a desirable, first class destination for larger events and tournaments. Having five high-quality fields at Maidu, along with the recently approved fields at the Sports Complex, provides a nice complement of natural grass and artificial turf fields that will be highly attractive both locally and regionally.

FISCAL IMPACT

Project costs that exceed $250,000 will be funded through the City's General Fund Capital Reserve Fund (1012). Additionally from this fund, the City will complete fencing of the Central Park and Crabb Park outfields, up to a match of PVT's $250,000 (for a total of $500,000). PRL will recommend a budget adjustment to fund the projects at the time the construction contract award is recommended.

ENVIRONMENTAL REVIEW

The proposed project involves the construction of minor structures (fencing) accessory to existing City facilities. This activity is categorically exempt from CEQA as a Class 11 Exemption (State CEQA Guidelines Section 15311). The Exemption has been prepared and no further CEQA action is required.

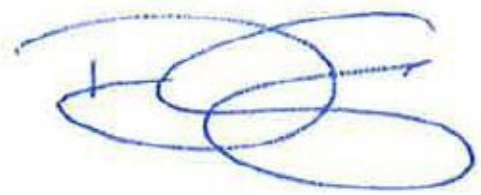
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeff Nereson, Parks, Recreation & Libraries Manager

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-335

PVT Grant Agreement - Maidu Fence

RESOLUTION NO. 22-335

APPROVING A GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER COUNTY TOURISM CORPORATION DBA PLACER VALLEY TOURISM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED FORMS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Grant Agreement, for fencing around the Maidu soccer fields at Maidu Regional Park, by and between the City of Roseville and South Placer County Tourism Corporation dba Placer Valley Tourism, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said grant agreement is hereby approved and that the City Manager is authorized to execute it 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made as of _____, 20_, by and between South Placer County Tourism Corporation, dba Placer Valley Tourism, a California nonprofit corporation ("PVT") and City of Roseville, a municipal corporation ("City"). The undersigned parties enter into this Agreement with reference to the following:

RECITALS

WHEREAS, City operates the Maidu Regional Park in Roseville, California, which includes a five-field soccer complex (the "Complex."), and;

WHEREAS PVT is a local business assessment district formed to promote tourism and sports destinations in Roseville, Rocklin, and Lincoln, and;

WHEREAS, City and PVT desire to make certain repairs and improvements to the Complex, as further described below, in order to increase the use of the Complex and attract tourist-generating events, and;

WHEREAS, the parties wish to agree on the following terms and conditions before PVT provides City with funds to help City repair and improve the Complex.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties expressly and intentionally bind themselves as follows:

AGREEMENT

1. Grant of Funds. PVT shall pay City an amount not to exceed $250,000.00 (the "Grant") for City to use in the manner set forth below. The Grant shall be paid on the following schedule:

(a) Within ten (10) days after execution of this Agreement, PVT shall pay the City $125,000.00; and

(b) Upon completion of the "Fence Project" (defined below), and provided City is not in default of any of the provisions hereof, PVT shall pay to City the balance of the Grant (another $125,000.00).

2. City's Obligations. As a condition to receiving the Grant and each payment described above, City shall do all of the following:

(a) Use the payments and the Grant exclusively to acquire the goods, equipment, materials, and labor necessary to construct a fence at the Complex, all in a good and workmanlike manner and in a manner which complies with all applicable

ordinances, regulations, laws, and codes, including but not limited to the Americans with Disabilities Act, etc. (the "Fence Project."). City shall be solely responsible for managing the Fence Project, employing all contractors, and securing all required permits and approvals related to the work.

(b) Complete the Fence Project within no more than one (1) year from the effective date of this Agreement, subject to delays caused by weather and other factors beyond City's control, and commence using the Complex in connection with tourism-generating events upon completion of the Fence Project. City shall use its best efforts to continue using the Complex in connection with tourist-generating events for a minimum of ten (10) years.

(c) Use its best efforts, in collaboration with PVT, to book events at the Complex that generate and increase tourism at the Complex and in South Placer County. City acknowledges that reserving the facility may require a minimum advance notice of twelve (12) to twenty four (24) months.

(d) Provide permanent signage at the Complex with PVT's logo, recognizing PVT's contribution to the Complex, in mutually agreed upon formats and locations. City shall provide photographs of such displays to PVT. The signage must be displayed for at least ten (10) years. City shall not use or display PVT's logos or trademarks except in a manner authorized by PVT and/or this Agreement.

(e) Use its best efforts to comply with the preliminary timeline for implementation, attached hereto as Exhibit "A," and the bid documents, attached hereto as Exhibit "B," pending permit approvals.

(f) City shall periodically (but not less than quarterly) report to PVT regarding the status of the Fence Project and the manner in which the Grant funds have been spent. City shall keep and maintain adequate records and receipts associated with the Fence Project and upon request provide PVT with a copy of all pertinent records and receipts for all goods, equipment, materials, and labor purchased with the Grant.

(g) City shall immediately notify PVT if any of the information provided by City concerning the Fence Project materially changes, or if there is a new development which significantly affects the Complex or the Fence Project.

3. Default by City. The failure by City to comply with the terms and provisions of this Agreement shall constitute a breach by City, the remedy for which shall include, but not be limited to, an obligation to promptly return to PVT the full amount of

the Grant. In the event of any material change in the Fence Project inconsistent with the Grant, or of a breach of any provision of this Agreement by the City, PVT shall have the right to immediately terminate this Agreement and recover any payments made to City, in addition to all other legal or equitable remedies.

4. Indemnification. City agrees to indemnify, defend, and hold harmless PVT and its officers, directors, employees, agents, and volunteers from any claims of third parties arising out of or related to any act or omission of City and/or its agents, officers, employees, and contractors in connection with this Agreement, the Grant, the Fence Project, and/or the use and operation of the Complex, except for those matters arising from PVT's negligence or willful misconduct. The City shall maintain and require prudent insurance coverage with respect to all aspects of the Fence Project.

5. Relationship of Parties. Each party intends for their relationship to be separate and that of an independent contractor to the extent the City undertakes any activities for PVT. PVT shall not by virtue of this Agreement, in any way or for any purpose, be deemed to have become a partner of the City in the conduct of its business, or otherwise, or joint venture or a merger of a joint enterprise with the City.

6. Entire Agreement. This Agreement is the final expression of the parties' agreement concerning its subject matter and the complete and exclusive statement of the terms of their agreement. This Agreement supersedes any and all prior communications, agreements, promises, and understandings, written or oral, between or among the parties pertaining to the subject matter of the Agreement. The parties, in executing this Agreement, have not relied on any inducements, promises or representations made by any other party hereto, except as provided herein. No modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto.

7. Waiver. Waiver by PVT of any default or breach of this Agreement by the City shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement. No waiver shall be valid unless made in writing and duly approved by PVT.

8. Binding Effect; Restrictions on Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. However, this Agreement is not assignable by the City.

9. Attorneys' Fees. In any legal action or other such proceeding arising out of or related to this Agreement, the prevailing party in such action shall recover against the losing party, in addition to any damages, injunctions or other relief to which the party is

entitled, reasonable attorneys' fees and costs incurred by the prevailing party.

10. Further Acts. Without further consideration, the parties shall execute and deliver such additional documents and take such further actions as may be reasonably required to effectuate all of the terms of this Agreement.

11. Interpretation. This Agreement shall be governed by California law without regard to conflict of law principles. This Agreement shall be interpreted in accordance with the plain meaning of its terms and no rule of legal construction calling for interpretation of this Agreement in favor of one party or the other based on the party drafting the Agreement shall apply. Headings are for reference purposes only.

12. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

13. Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts and by facsimile or email signature delivery.

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

SOUTH PLACER COUNTY TOURISM CORPORATION, a California nonprofit corporation, dba PLACER VALLEY TOURISM

BY: _____
KIM SUMMERS
Interim Chief Executive Officer

and

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
LAURYL HERNANDEZ
Chairperson, PVT Board

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JILL GELLER
Director, Parks, Recreation & Libraries

COUNCIL COMMUNICATION

CC #: 2280
File #: 0704-01

Title: Mahany Tennis Courts Renovation Project - Notice of Completion
Contact: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept the Mahany Tennis Courts Renovation Project as complete and adopt a resolution authorizing the Parks, Recreation & Libraries Director to execute the attached Notice of Completion.

BACKGROUND

The Parks, Recreation & Libraries Department has made a final inspection of the Mahany Tennis Courts Renovation Project and has found that all contract work has been completed in accordance with the approved plans and specifications. The project is now ready for acceptance.

The project scope of work included removal and replacement of the existing tennis court surfacing and subgrade, installation of a vertical moisture barrier and concrete curbing around the perimeter of the courts, new chain link fencing, and modifications to the surrounding landscape and irrigation. In accordance with our specifications, the Contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion.

FISCAL IMPACT

Funding for the project was provided through FY2020-21 General Fund year-end surplus funds by a budget adjustment approved by Council at the May 18, 2022 meeting. Maintenance of the existing citywide park is provided by the General Fund and will remain unchanged.

ENVIRONMENTAL REVIEW

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

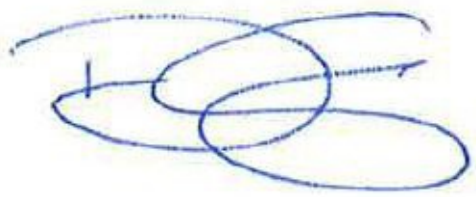
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joel De Jong, Parks, Recreation & Libraries Project Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-336

Notice of Completion

Mahany Vicinity map

RESOLUTION NO. 22-336

ACCEPTING THE PUBLIC WORK KNOWN AS THE MAHANY TENNIS COURTS RENOVATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Mahany Tennis Courts Renovation Project, has been approved and the public work accepted.

2. The Parks, Recreation and Libraries Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

Place Notary Seal and/or Stamp Above

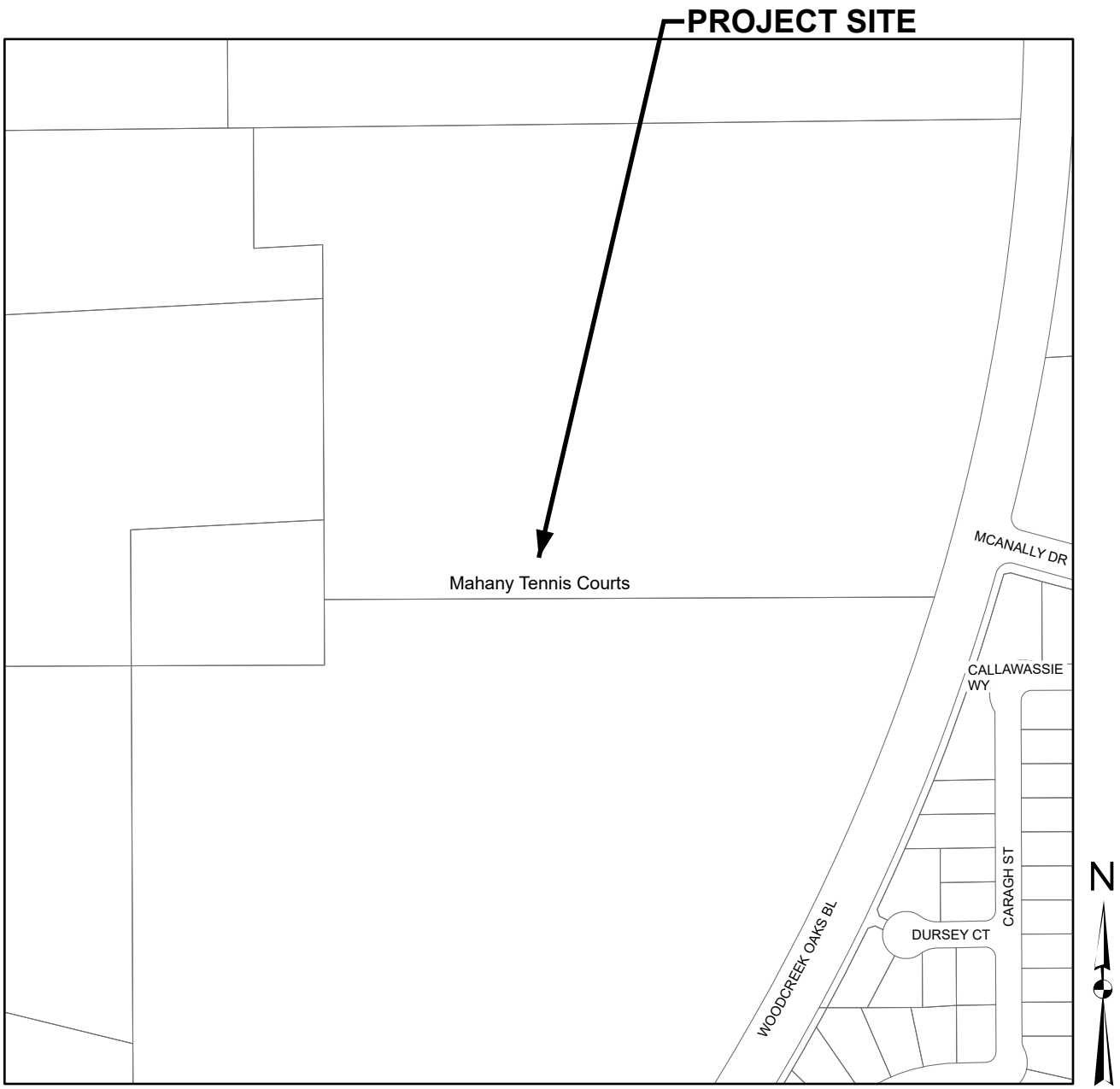
Signature of Notary Public

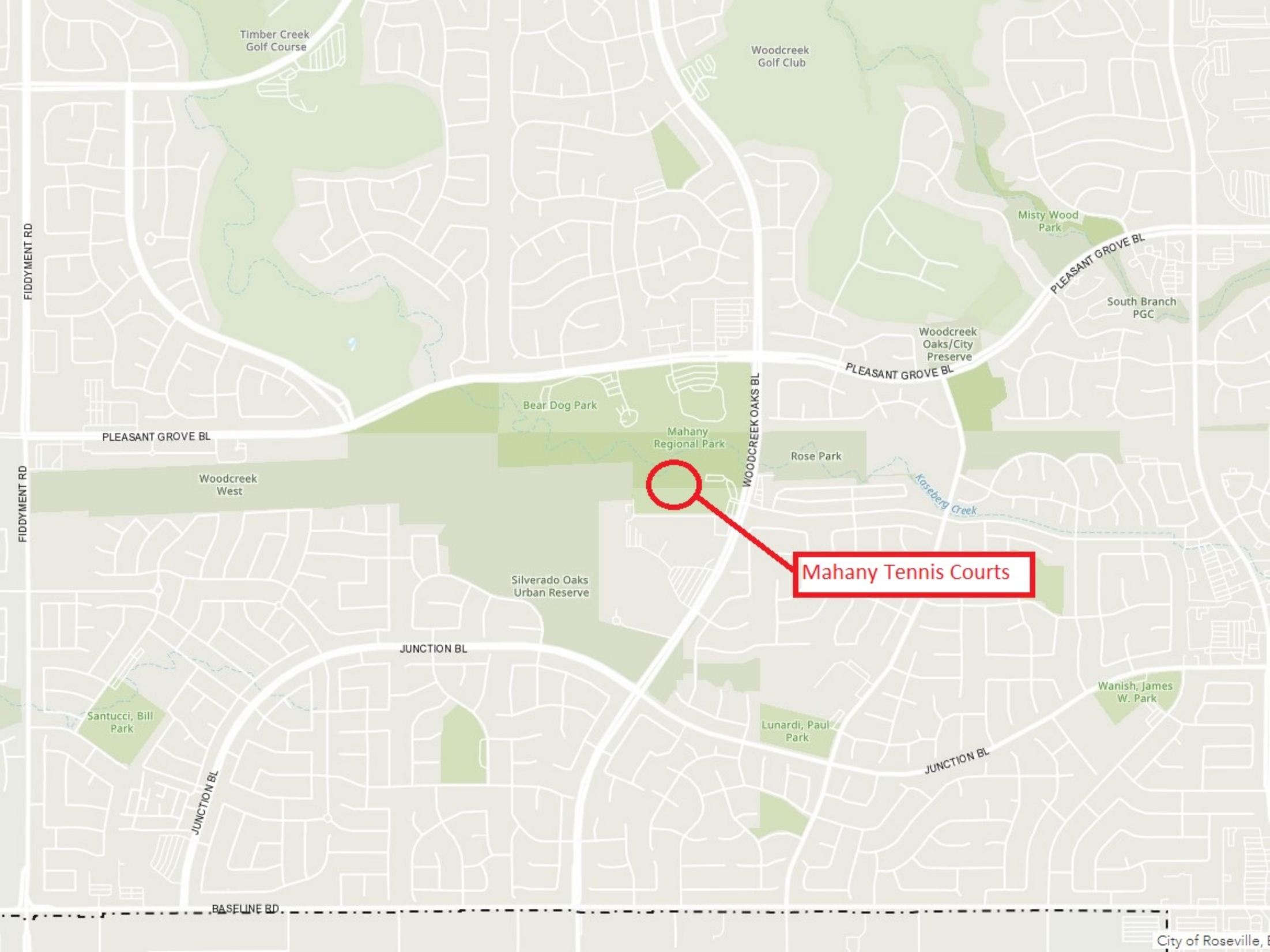
CITY OF ROSEVILLE CALIFORNIA

Exhibit A

Mahany Tennis Courts Renovation Project
3051 Woodcreek Oaks Blvd, Roseville, CA 95747

The project scope of work includes removal and replacement of the existing tennis court surfacing and subgrade, installation of a vertical moisture barrier and concrete curbing around the perimeter of the courts, fencing updates, and modifications to the surrounding landscape and irrigation.




Timber Creek Golf Course
Woodcreek Golf Club
Misty Wood Park
PLEASANT GROVE BL
South Branch PGC
Woodcreek Oaks/City Preserve
FIDDYMENT RD
WOODCREEK OAKS BL
Bear Dog Park
Mahany Regional Park
Rose Park
Woodcreek West
Kaseberg Creek
Mahany Tennis Courts
Silverado Oaks Urban Reserve
JUNCTION BL
Santucci, Bill Park
Lunardi, Paul Park
Wanish, James W. Park
BASELINE RD
City of Roseville

COUNCIL COMMUNICATION

CC #: 2285
File #: 0800-02 & 0900-02-02-2

Title:	Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Projects - Professional Services Agreement Amendment
Contact:	Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.23.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the First Amendment to Professional Services Agreement (PSA) with Brown and Caldwell for additional time needed to complete construction, including inspection, startup and testing, and risk management services during construction of the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Projects.

BACKGROUND

Project Background
The Pleasant Grove Wastewater Treatment Plant (PGWWTP) Expansion Project and Energy Recovery Project (ERP) are both currently under construction. The Expansion Project will increase the plant's treatment capability by adding primary clarification and anaerobic digestion of primary solids and waste-activated sludge. The two new anaerobic digesters will produce digester gas that will be supplied to the ERP 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.

The City awarded the Design-Assist and Construction contracts for both projects on November 6, 2019. Construction of the ERP was expected to be completed in February 2022 and the Expansion Project was expected to be completed in June 2022; however, based on the Contractor's progress, it is currently estimated that the ERP substantial completion will be in April 2023 with the Expansion Project's substantial completion in June 2023. Brown and Caldwell's services are estimated to be needed through October 2023 for final close out items.

Professional Services Agreement (PSA) Background
On September 6, 2017, Brown and Caldwell was awarded a PSA in the amount of $6,389,350 to provide construction management and inspection services for both the PGWWTP Expansion Project and the ERP.

The First Amendment to the PSA to Brown and Caldwell includes an extension of their team's

services during the projected 12 month construction schedule extension. The First Amendment includes field inspection, construction management, startup and commission support, closeout support, construction risk support, and project management services.

FISCAL IMPACT

The additional cost for the work included in the First Amendment is $2,615,627. The First Amendment increases the previous contract amount of $6,389,350 to a revised total contract cost of $9,004,977. Funding for this work will be covered under the capital improvement projects for the South Placer Wastewater Authority (SPWA) and will be jointly funded between Roseville and the other SPWA Regional Partners (i.e. Placer County and the South Placer Municipal Utility District).

ENVIRONMENTAL REVIEW

Implementation of the PGWWTP Expansion Project and Energy Recovery Project were 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 is required for the First Amendment approval.

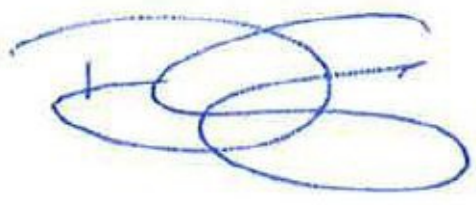
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-341

First Amendment to PSA

RESOLUTION NO. 22-341

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Projects, by and between the City of Roseville and Brown and Caldwell, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment 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

Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project

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 Brown and Caldwell, 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 September 6, 2017 ("Agreement") regarding construction management services for the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated July 18, 2022, 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. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay two million, six hundred fifteen thousand, six hundred twenty-seven dollars ($2,615,627), 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 nine million, four thousand, nine hundred seventy-seven dollars ($9,004,977)."

3. Section 3 of the Agreement is amended by adding an additional paragraph to read as follows:

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

4. Section 11 of the Agreement is amended by adding an additional paragraph to read as follows:

"CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without

restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

5. 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	BROWN AND CALDWELL, a California corporation
BY: _____	BY: Adam D. Hoss
DOMINICK CASEY City Manager	its: VICE PRESIDENT

[SIGNATURES CONTINUED ON NEXT PAGE]

and

ATTEST:

BY: 
its: Assistant Secretary

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

Construction Management Services

for

Pleasant Grove Wastewater Treatment Plant Energy Recovery and Expansion Projects

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Amendment 1 - Scope of Services and Fee

Prepared for

City of Roseville

July 18, 2022

Scope of Services

Introduction

The following Scope of Services has been prepared by Brown and Caldwell (BC) for additional construction management and inspection services for the Pleasant Grove Wastewater Treatment Plant (PGWWTP) Energy Recovery Project (ERP) and Expansion Project (EP). This scope is an amendment to the original contact scope and fee dated September 6, 2017. This amendment covers the additional time assumed to be needed to complete construction. The original scope of services was based on a 36-month contract duration for the ERP with an expected completion date of March 2022 and 30-month contract duration for the EP with an expected completion date of September 2022. This amendment covers the revised completion date for BC services through the end of October 2023 for both projects, which is an additional 19 months for the ERP and 13 months for the EP. Based on actual project spending to date, BC's original budget will cover services through the end of August 2023. The fee included in this amendment covers 11 months during active construction (September 2022 through July 2023) and 3 months for final close out items (August 2023 through October 2023).

Phase 202 – Fire Tracking:

Scope in this phase includes construction management and inspection services for work associated with the fire damage at the primary clarifiers. This effort will be tracked separately because costs may be reimbursed by the contractor's insurance. Fire Tracking effort is assumed to take 6 months (March 2022 through August 2022). BC scope items include:

- Attending weekly status meeting.
- Reviewing contractor submittals, letters, and meeting material.
- Providing full time inspection while contractor is performing any work related to the fire damage.
- Construction management staff, Elizabeth Durazo (8 hours/month) and Tim Hansen (8 hours/month), and Inspection staff, Tony Knapp (30 hours/month) and Dan Anderson (80 hours/month), anticipate spending approximately 126 hours/month for 6 months.

Phase 500 – Additional ERP Construction Management Services and Phase 501 – Additional EP Construction Management Services:

Scope in this phase includes construction management, field inspections, startup and testing, commissioning, and close out activities, per the original scope covered in Task 2 and 3 of the September 6, 2017 contract, to cover the additional time associated with construction. BC scope items include:

- Construction Management Services within the amendment includes (time split 25% to the ERP and 75% to the EP unless otherwise noted):

- Lead Construction Manager, Tim Hansen – approximately 173 hours/month from September 2022 through February 2023.
- Construction Manager, Elizabeth Durazo – approximately 90 hours/month for 11 months.
- Schedule Reviewer, Jason Barber – 8 hours/month for 9 months, plus 16 hours/Time Impact Analysis (TIA) with an anticipated amount of 15 TIAs to be received for the EP.

- Field Inspections services within this amendment includes (time split 25% to the ERP and 75% to the EP unless otherwise noted):
  - Casey Kirk – approximately 173 hours/month for 11 months, 32 hrs/month for 3 close out months.
  - Tony Knapp – approximately 173 hours/month for 11 months, 32 hrs/month for 3 close out months
  - Dane Forsberg – 108 hours/month for 10 months.
  - Manvir Badyal – 173 hours/month for 7 months.
  - Dan Anderson – approximately 173 hours/month for 4 months on the EP (non- fire repair related inspection).
- Construction Contract Administration services within this amendment include:
  - Iris Uresti – 80 hours/month for 11 months, time to be split 25% to the ERP and 75% to the EP.
- Startup/Testing and Commissioning services within this amendment include:
  - Leslie Knapp – 90 hours/month for 10 months, time to be split 700 hours to the ERP and 200 hours to the EP.
  - Lance Salerno – 12 hours/month for 10 months on the EP.

Phase 600 – Additional ERP Project Management:

Scope in this phase includes project management services. BC scope items within this amendment include:

- Monthly Invoicing and Project Tracking for an additional 14 months consisting of 70 hours for Elizabeth Durazo, 70 hours for Jacki Bates and 70 hours for Lindsay Surio.
- Monthly Sponsor Meeting Attendance and Project Oversight for an additional 8 months consisting of 16 hours for Adam Ross.

Phase 601 – Additional EP Management:

Scope in this phase includes project management services. BS scope items within this amendment include:

- Monthly Invoicing and Project Tracking for an additional 14 months consisting of 70 hours for Elizabeth Durazo, 70 hours for Jackie Bates, and 70 hours for Lindsay Surio.
- Monthly Sponsor Meetings and Project Oversight for an additional 8 months consisting of 48 hours for Adam Ross.

Phase 700 – Construction Risk Support:

Scope in this phase includes risk management services. BS scope items within this amendment include:

- David Sapp to provide input and review of key response letters, emails, and approaches related to contractor documentation issues, 23 hours/month for 8 months.

Unanticipated Construction Management and Inspection Services

Based on the construction uncertainties, an unanticipated construction management and inspection services amount of $200,000 is included as part of this amendment. Release of these funds requires approval by the City's Project Manager.

Assumptions

- Construction for the ERP completed in June 2023.
- Construction for the EP completed in July 2023.
- 3 months of close out activities for construction management and inspection staff (August 2023 through October 2023), approximately 32 hours/month.
- Extension of the use of Procore Software included as an expense based on an additional 14 months.
- Mobile inspection equipment - Verizon bill for iPad's used during field inspections $120/month total for 11 months.
- Mileage estimated at $1000/month for 10 months on the ERP and $1000/month for 11 months on the EP.
- Airfare, lodging, and food estimated at $1,000/trip for 3 trips total.
- Labor rates are based on a 2.75 multiplier
- Labor rate increase of approximately 4% is assumed based on actual rate increases starting January 1, 2023.

SCHEDULE

Amendment 1 tasks will be conducted during the construction and commissioning period, which is expected to be completed by June 2023 for the ERP and July 2023 for the EP, and notices of completion issued by October 2023.

FEE

The overall effort associated with the Amendment 1 additional services is $2,615,627, increasing the total budget from $6,389,350 to $9,004,977. A detailed breakdown by task and by labor hours is included in Attachment A.

Attachment A: Amendment Fee Estimate

Attachment A: Amendment Fee Estimate

Roseville, City of (CA) -- PG Expn and Energy Recovery

Phase	Phase Description	Durazo, Elizabeth R	Bates, Jacqueline R	Hansen, Timothy W	Salerno, Lance P	Uresti, Irasema	Knapp, Leslie A	Ross, Adam D	Knapp, Anthony J	Forsberg, Dane C	Anderson, Daniel C	Badyal, Manvir S	Barber, Jason R	Kirk, Casey	Surio, Lindsay B	Sapp, David A	Total Labor Hours	Total Labor Effort	Airfare	Lodging and Food	Supplies	BC Mileage	Mobile Inspection Equip.	Procore-Rec/Exp	Unanticipated CM/Inspection Services	Total ODCs	Total Expense Cost	Total Expense Effort	Total Effort
		PM	PA																										
		$276.13	$118.44	$244.94	$284.60	$115.50	$197.18	$294.50	$162.11	$138.82	$139.78	$187.69	$129.94	$203.09	$92.29	$272.75													
202	**Fire Tracking**	48	0	48	0	0	0	0	180	0	480	0	0	0	0	0	**756**	**121,287**	0	0	0	0	0	0	0	**0**	**0**	**0**	**121,287**
500	**Add'l ERP CM**	248	0	248	0	220	200	0	500	270	0	303	18	500	0	0	**2,507**	**482,827**	1,000	1,000	1,000	10,000	1,320	400	0	**14,720**	**14,720**	**14,720**	**497,547**
501	**Add'l Expansion CM**	750	0	746	120	660	700	0	1,500	810	731	908	294	1,500	0	0	**8,719**	**1,641,459**	2,000	2,000	1,000	11,000	0	400	200,000	**216,400**	**216,400**	**216,400**	**1,857,859**
600	**Add'l ERP PM**	70	70	0	0	0	0	16	0	0	0	0	0	0	70	0	**226**	**39,568**	0	0	0	0	0	0	0	**0**	**0**	**0**	**39,568**
601	**Add'l Expansion PM**	70	70	0	0	0	0	48	0	0	0	0	0	0	70	0	**258**	**49,180**	0	0	0	0	0	0	0	**0**	**0**	**0**	**49,180**
700	**Construction Risk Support**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	184	**184**	**50,185**	0	0	0	0	0	0	0	**0**	**0**	**0**	**50,185**
	GRAND TOTAL	**1,186**	**140**	**1,042**	**120**	**880**	**900**	**64**	**2,180**	**1,080**	**1,211**	**1,211**	**312**	**2,000**	**140**	**184**	**12,650**	**2,384,507**	**3,000**	**3,000**	**2,000**	**21,000**	**1,320**	**800**	**200,000**	**231,120**	**231,120**	**231,120**	**2,615,627**

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

COUNCIL COMMUNICATION

CC #: 2274
File #: 0800-03

Title:	2021 Power Source Disclosure Reports and 2021 Power Content Labels
Contact:	David Siao 916-746-1613 dsiao@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.24.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the 2021 Power Source Disclosure Reports and 2021 Power Content Labels. There is no fiscal impact with the approval of these reports.

BACKGROUND

Senate Bill (SB) 1305, approved in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner. The SB 1305 Report is referred to as the Power Source Disclosure (PSD) Report. The data contained in the PSD Reports are subsequently used to prepare the annual Power Content Labels (PCLs), which are mailed to Roseville's customers and posted on Roseville Electric's website.

Beginning in 2019, Roseville has two electricity products: its general electricity product and its Roseville Community Solar product. The regulations requires utilities to engage a third-party certified public accountant to perform an audit to verify the PSD Report and PCL for each of Roseville Electric's electricity products. Alternatively, publicly owned electric utilities, like Roseville, are exempt from this requirement if its City Council attests to the veracity of the annual reports per the regulations. This resolution approves the 2021 PSD reports and PCLs, serving as the attestation to the veracity of these submissions. This attestation is required by October 1st of each year.

Roseville's contracts provide flexibility to energy providers on the timing of renewable energy deliveries, which can result in year to year variability in Roseville's power sources. Roseville's existing contracts ensure it will be in full compliance with the State Renewable Portfolio Standard (RPS) through 2024.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the 2021 Power Source Disclosure

Reports and 2021 Power Content Labels.

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 2021 PSD Reports and PCLs meets the above criteria and are not subject to CEQA. No additional environmental review is required.

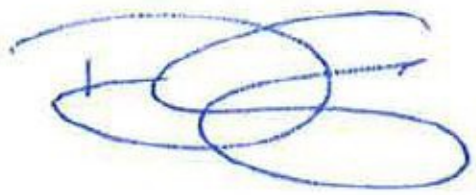
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

David Siao, Electric Resources Analyst

Dan Beans, Electric Utility Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-333

2021 PSD Annual Report - Roseville Electric

Roseville 2021 Power Content Label

2021 PSD Annual Report Community Solar - Roseville Electric

2021 PSD Annual Report Community Solar - Roseville Electric Attestation

RESOLUTION NO. 22-333

APPROVING SUBMISSION OF THE 2021 POWER SOURCE DISCLOSURE ANNUAL REPORTS AND 2021 POWER CONTENT LABELS, AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORTS

WHEREAS, Senate Bill 1305 (SB 1305), adopted in 1997 and now codified in California Public Utilities Code sections 398.1-398.5, established a Power Source Disclosure Program that requires retail sellers of electricity to annually submit power source disclosure reports to the California Energy Commission (CEC); and

WHEREAS, the SB 1305 Report is referred to as the Power Source Disclosure (PSD) Report and Roseville Electric Utility submits PSD Reports to the California Energy Commission (CEC) by October 1st of each year; and

WHEREAS, Roseville Electric Utility is a retail seller of electricity as defined by the Power Source Disclosure Program, and

WHEREAS, publicly owned utilities (POUs), such as Roseville Electric Utility, are exempt from the annual audit requirements if the governing body of the POU approves at a public meeting the submission to the CEC of an attestation of the veracity of the annual report, and

WHEREAS, Roseville Electric Utility staff has prepared the 2020 Power Source Disclosure Annual Reports and the 2021 Power Content Labels to the CEC in accordance with the Power Source Disclosure Program requirements and deadlines.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that it has approved the submission of the 2021 Power Source Disclosure Annual Reports and the 2021 Power Content Labels to the CEC and hereby provides attestation of the veracity of the annual reports submitted by staff.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 2022, by the following vote on roll call.

AYES COUNCILMEMBERS:
NOES COUNCILMEMBERS:
ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
For the Year Ending December 31, 2021

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME
City of Roseville

ELECTRICITY PORTFOLIO NAME
Roseville Electric

CONTACT INFORMATION	
NAME	David Siao
TITLE	Electric Resources Planner
MAILING ADDRESS	2090 Hilltop Circle
CITY, STATE, ZIP	Roseville, CA 95747
PHONE	916-746-1613
EMAIL	dsiao@roseville.ca.us
WEBSITE URL FOR PCL POSTING	https://www.roseville.ca.us/government/departments/electric_utility/about_us/reports___publications/power_content_label

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 805-7439.

INTRODUCTION

Retail suppliers are required to submit separate Annual Reports for each electricity portfolio offered to California retail consumers in the previous calendar year. Enter the Retail Supplier Name and Electricity Portfolio Name at the top of Schedule 1, Schedule 2, Schedule 3, and the Attestation.

A complete Annual Report includes the following tabs:

PSD Intro
Instructions
Schedule 1 - Procurements and Retail Sales
Schedule 2 - Retired Unbundled Renewable Energy Credits (RECs)
Schedule 3 - Annual Power Content Label Data
GHG Emissions Factors
Asset-Controlling Supplier (ACS) Procurement Calculator
PSD Attestation

INSTRUCTIONS

Schedule 1: Procurements and Retail Sales

Retail suppliers of electricity must complete this schedule by entering information about all power procurements and generation that served the identified electricity portfolio covered in this filing in the prior year. The schedule is divided into sections: directly delivered renewables, firmed-and-shaped imports, specified non-renewables, and procurements from ACSs. Insert additional rows as needed to report all procurements or generation serving the subject product. Provide the annual retail sales for the subject product in the appropriate space. At the bottom of Schedule 1, provide the retail suppliers' other electricity end-uses that are not retail sales, such as transmission and distribution losses. Retail suppliers shall submit a purchase agreement or ownership arrangement documentation substantiating that any eligible firmed-and-shaped product for which it is claiming an exclusion was executed prior to January 1, 2019. **Any retail supplier that offered multiple electricity portfolios in the prior year must submit separate Annual Reports for each portfolio offered.**

Specified Purchases: A Specified Purchase refers to a transaction in which electricity is traceable to specific generating facilities by any auditable contract trail or equivalent, such as a tradable commodity system, that provides commercial verification that the electricity claimed has been sold once and only once to retail consumers. Do not enter data in the grey fields. For specified purchases, include enter following information for each line item:

Facility Name - Provide the name used to identify the facility.
Fuel Type - Provide the resource type (solar, natural gas, etc.) that this facility uses to generate electricity.
Location - Provide the state or province in which the facility is located.
Identification Numbers - Provide all applicable identification numbers from the Western Renewable Energy Generation Information System (WREGIS), the Energy Information Agency (EIA), and the California Renewables Portfolio Standard (RPS).
Gross Megawatt Hours Procured - Provide the quantity of electricity procured in MWh from the generating facility.
Megawatt Hours Resold - Provide the quantity of electricity resold at wholesale.

Unspecified Power: Unspecified Power refers to electricity that is not traceable to specific generation sources by any auditable contract trail or equivalent, or to power purchases from a transaction that expressly transferred energy only and not the RECs associated from a facility. **Do not enter procurements of unspecified power**. The schedule will calculate unspecified power procurements automatically.

Schedule 2: Retired Unbundled RECs

Complete this schedule by entering information about unbundled REC retirements in the previous calendar year.

Schedule 3: Annual Power Content Label Data

This schedule is provided as an automated worksheet that uses the information from Schedule 1 to calculate the power content and GHG emissions intensity for each electricity portfolio. The percentages calculated on this worksheet should be used for your Power Content Label.

ACS Resource Mix Calculator

Retail suppliers may report specified purchases from ACS system power if the ACS provided its fuel mix of its specified system mix to the Energy Commission. Use the calculator to determine the resource-specific procurement quantities, and transfer them to Schedule 1.

GHG Emissions Factors

This tab will be displayed for informational purposes only; it will not be used by reporting entities, since the emissions factors below auto-populate in the relevant fields on Schedules 1 & 3.

Attestation

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold once and only once to retail consumers. This attestation must be included in the package that is transmitted to the Energy Commission. Please provide the complete Annual Report in Excel format and the complete Annual Report with signed attestation in PDF format as well.

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2021
City of Roseville
Roseville Electric

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9**. Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	**1,062,639**
Net Specified Procurement (MWh)	1,320,385
Unspecified Power (MWh)	-
Procurement to be adjusted	257,747
Net Specified Natural Gas	523,902
Net Specified Coal & Other Fossil Fuels	720
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	795,763
GHG Emissions (excludes grandfathered emissions)	131,650
GHG Emissions Intensity (in MT CO_2e/MWh)	0.1239

DIRECTLY DELIVERED RENEWABLES

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	N/A
Blackwell	Solar	CA	W4587	61892		58711	**339**		339	339	-	-	
Cape Scott Wind - Cape Scott Wind	Wind	BC	W3959	60600		P149	**24,576**		24,576	24,576	-	-	
Dokie Wind - Dokie Wind	Wind	BC	W1992	61360		P150	**22,205**		22,205	22,205	-	-	
Geothermal 1_Unit 1 - Geothermal 1	Geothermal	CA	W1254	60908		7368	**27,764**		27,764	27,764	0.0450	1,248	
Geothermal 1_Unit 1 & 2 Onsite Load - Geotherr	Geothermal	CA	W4883	60908		7368	**720**		720	720	0.0450	32	
Geothermal 1_Unit 2 - Geothermal 1	Geothermal	CA	W1255	60908		7368	**43,283**		43,283	43,283	0.0450	1,946	
Geothermal 2_Unit 4 - Geothermal 2	Geothermal	CA	W1257	60911		7369	**40,818**		40,818	40,818	0.0812	3,314	
Geothermal Solar Unit_1 - Geo_Solar_1 Clearlak	Solar	CA	W1509	62040		7368	**95**		95	95	0.0450	4	
Geothermal Solar Unit_2 - Geo_Solar_2 Middlet	Solar	CA	W2792	62041		7369	**133**		133	133	0.0812	11	
Juniper Canyon - Juniper Canyon	Wind	WA	W1690	61202		57320	**48,365**		48,365	48,365	-	-	
Klondike III - Klondike Wind Power III LLC	Wind	OR	W237	60602		56468	**4,270**		4,270	4,270	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200		57333	**68,752**		68,752	68,752	-	-	
Lewiston Powerplant - Lewiston	Eligible hydro	CA	W1108	61044		977	**125**		125	125	-	-	
Lost Hills	Solar	CA	W4586	61893		58711	**560**		560	560	-	-	
Nimbus Powerplant - Nimbus Plant (2)	Eligible hydro	CA	W1161	61045		444	**1,354**		1,354	1,354	-	-	
Quality Wind - Quality Wind	Wind	BC	W3160	62247		P154	**28,219**		28,219	28,219	-	-	
Spicer_1_Units - Spicer Meadow Project	Eligible hydro	CA	W1260	61580		54554	**872**		872	872	-	-	
Stampede Powerplant - Stampede (2)	Eligible hydro	CA	W1177	61046		7066	**208**		208	208	-	-	
Klondike IIIa - Klondike Wind Power IIIa	Wind	OR	W817	60694		56468	**33,613**		33,613	33,613	-	-	
Sly Creek Powerhouse - Sly Creek Powerhouse	Eligible hydro	CA	W701	60267		776	**25**		25	25	-	-	
Kelly Ridge Powerhouse - Kelly Ridge PowerHou	Eligible hydro	CA	W761	60266		418	**487**		487	487	-	-	

FIRMED-AND-SHAPED IMPORTS

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	Eligible for Grandfathered Emissions?
Juniper Canyon - Juniper Canyon	Wind	WA	W1690	61202	57320	57320	**11,949**		11,949	11,949	-	-	
Juniper Canyon - Juniper Canyon	Wind	WA	W1690	61202	57320	56468	**25**		25	25	-	-	
Juniper Canyon - Juniper Canyon	Wind	WA	W1690	61202	57320	56360	**3,034**		3,034	3,034	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	3883	**150**		150	150	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	56361	**478**		478	478	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	Unspecified	**2,212**		2,212	2,212	0.4280	947	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	57320	**12,495**		12,495	12,495	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	55103	**4,074**		4,074	4,074	0.4076	1,660	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	56468	**2,887**		2,887	2,887	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	56468	**4,951**		4,951	4,951	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	56468	**12,621**		12,621	12,621	-	-	

SPECIFIED NON-RENEWABLE PROCUREMENTS

Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	N/A
Folsom	Large hydro	CA				441	**4,039**		4,039	4,039	-	-	
Gianelli	Large hydro	CA				448	**2,921**		2,921	2,921	-	-	
JF Carr	Large hydro	CA				442	**10,582**		10,582	10,582	-	-	
Spring Creek	Large hydro	CA				450	**8,442**		8,442	8,442	-	-	

Keswick	Large hydro	CA				443	**8,221**		8,221	8,221	-	-	
New Melones	Large hydro	CA				6158	**12,229**		12,229	12,229	-	-	
Oneill	Large hydro	CA				446	**338**		338	338	-	-	
Shasta	Large hydro	CA				445	**26,859**		26,859	26,859	-	-	
Trinity	Large hydro	CA				451	**7,869**		7,869	7,869	-	-	
Collierville	Large Hydro	CA				54555	**22,518**		22,518	22,518	-	-	
NCPA STIG	Natural Gas	CA				7449	**11,153**		11,153	5,666	0.3934	2,229	
REP	Natural Gas	CA				56298	**502,311**		502,311	255,186	0.4326	110,382	
RPP2	Natural Gas	CA				7452	**10,438**		10,438	5,303	0.8845	4,690	
Forbestown	Large hydro	CA				417	**575**		575	575	-	-	
Woodleaf	Large hydro	CA				419	**394**		394	394	-	-	
Mid-C Hydro - Wanapum (Grant County PUD)	Large hydro	WA				3888	**1,780**		1,780	1,780	-	-	
Mid-C Hydro - Priest Rapids and Wanapum dam	Large hydro	WA				3887	**50,542**		50,542	50,542	-	-	
Boundary Hydroelectric Units	Large Hydro	WA				6433	**30,563**		30,563	30,563	-	-	
Rock Island/Rocky Reach	Large hydro	WA				6200	**720**		720	720	-	-	
Powell River Generation (Catalyst Paper) (CAN)	Other	BC				P375	**720**		720	720	1.1111	800	

PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS

Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	N/A
Bonneville Power Administration (Asset-Controlli	Large Hydro					BPA			165,896	165,896	0.0211	3,500	
Bonneville Power Administration (Asset-Controlli	Nuclear					BPA			23,083	23,083	0.0211	487	
Bonneville Power Administration (Asset-Controlli	Other					BPA			1,683	1,683	0.0211	36	
Bonneville Power Administration (Asset-Controlli	Unspecified power					BPA			10,856	10,856	0.0211	229	
Tacoma Power (Asset-Controlling Supplier)	Large Hydro					Tacoma Power			3,415	3,415	0.0337	115	
Tacoma Power (Asset-Controlling Supplier)	Unspecified power					Tacoma Power			308	308	0.0337	10	
Tacoma Power (Asset-Controlling Supplier)	Nuclear					Tacoma Power			272	272	0.0337	9	

END USES OTHER THAN RETAIL SALES	MWh
Self load	40,005.86
T&D losses (including streetlights)	43,172

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 2: RETIRED UNBUNDLED RECS
For the Year Ending December 31, 2021
City of Roseville
Roseville Electric

INSTRUCTIONS: Enter information about retired unbundled RECs associated with this electricity portfolio. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.

			Total Retired Unbundled RECs	55,200
RETIRED UNBUNDLED RECS				
Facility Name	**Fuel Type**	**State or Province**	**RPS ID**	**Total Retired (in MWh)**
Central Oregon Irrigation District Siphon Hydr	Hydro	OR	61357	5,077
Juniper Canyon	Wind	WA	61202	4,903
Central Oregon Irrigation District Juniper Ridg	Hydro	OR	61358	2,541
Middle Fork Irrigation District Hydro System	Hydro	OR	61383	6,688
Farmers Irrigation District	Hydro	OR	61366	5,439
Klondike III	Wind	WA	60602	4,409
Leaning Juniper II	Wind	WA	61200	26,143

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 3: POWER CONTENT LABEL DATA
For the Year Ending December 31, 2021
City of Roseville
Roseville Electric

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	401,659	37.8%
Biomass & Biowaste	-	0.0%
Geothermal	112,585	10.6%
Eligible Hydroelectric	3,071	0.3%
Solar	1,127	0.1%
Wind	284,876	26.8%
Coal	-	0.0%
Large Hydroelectric	357,902	33.7%
Natural gas	266,155	25.0%
Nuclear	23,355	2.2%
Other	2,403	0.2%
Unspecified Power	11,164	1.1%
Total	**1,062,639**	**100.0%**

Total Retail Sales (MWh)	**1,062,639**

GHG Emissions Intensity (converted to lbs CO_2e/MWh)	**273**

Percentage of Retail Sales Covered by Retired Unbundled RECs	**5.2%**

INDEX OF GENERATOR-SPECIFIC GHG EMISSIONS FACTORS

Instructions: This tab is for informational purposes only; it will not be used by reporting entities, since the emissions factors below auto-populate in the relevant fields on Schedules 1 & 3.

Facility Name	EIA ID or Proxy ID	GHG Emissions Factor (in MT CO_2e/MWh)
Bonneville Power Administration (Asset-Controlling Supplier)	BPA	0.0211
Tacoma Power (Asset-Controlling Supplier)	Tacoma Power	0.0337
Unspecified Power	Unspecified Power	0.4280
AES Alamitos, LLC	315	0.4652
AES Huntington Beach, LLC	335	0.3962
AES Redondo Beach LLC	356	0.7812
Air Products Wilmington Hydrogen Plant	55557	4.2979
Algonquin Power Sanger, LLC	57564	0.3868
LAR ARCO Watson Cogeneration	50216	0.7581
LAR Tesoro Equilon Los Angeles Refining	50530	0.7581
Calciner	10601	1.1273
Badger Creek Limited	10650	0.5044
Bear Mountain Limited	10649	0.4887
Biola University	54296	0.0227
Blythe Energy	55295	0.4124
Braun Medical Inc	50200	1.4628
California State University, Channel Islands	50851	0.8412
CP Kelco San Diego	52147	0.5375
CalEnergy Operating Corporation - J J Elmore - Geothermal	10634	0.0218
CalEnergy Operating Corporation - J M Leathers - Geothermal	10631	0.0785
CalEnergy Operating Corporation - Region 1 - Geothermal	10878	0.0749
CalEnergy Operating Corporation - Region 1 - Geothermal	10879	0.0749
CalEnergy Operating Corporation - Region 1 - Geothermal	10759	0.0749

CalEnergy Operating Corporation - Region 1 - Geothermal	54996	0.0749
CalEnergy Operating Corporation - Region 1 - Geothermal	55983	0.0749
CalEnergy Operating Corporation - Region 2 - Geothermal	55984	0.0677
CalEnergy Operating Corporation - Region 2 - Geothermal	10632	0.0677
CalEnergy Operating Corporation - Region 2 - Geothermal	50210	0.0677
Midway Peaking, LLC	56639	0.6164
CalPeak Power - Enterprise	55513	0.5840
California Institute of Technology (CalTech)	10262	0.2608
California Power Holdings, LLC-Chowchilla Facility, 95360	56185	0.5570
California Power Holdings, LLC-Red Bluff Facility, 96080	56184	0.5600
California State University, San Diego	50061	0.4018
California State University, San Jose	10548	0.5070
Calpine - CCFC Sutter Energy, LLC	55112	0.4140
Calpine - Delta Energy Center, LLC	55333	0.3880
Calpine - Gilroy Cogen, L.P., Gilroy Cogen_Peaker	55810	0.5257
ProEnergy - Greenleaf Energy Unit 2, LLC	10349	0.5118
Calpine - King City Cogen, LLC, King City Cogen_Peaker	10294	0.4144
Calpine - Los Esteros Critical Energy Facility, LLC	55748	0.4667
Calpine - Los Medanos Energy Center, LLC	55217	0.3524
Calpine - Metcalf Energy Center, LLC	55393	0.3910
Calpine - O.L.S. Energy - Agnews Inc. 95134	50748	0.5348
Calpine - Otay Mesa Energy Center	55345	0.3862
Calpine - Pastoria Energy Facility L.L.C.	55656	0.3760
Carson Hybrid Energy Storage LLC	10169	0.5754
Chalk Cliff Limited	50003	0.3927
Chevron Products Company - El Segundo Refinery, 90245	10213	2.4095
Chevron Products Company - Richmond Refinery, 94802	52109	1.5011
Civic Center Cogen, LA County	10623	0.2108
Phillips 66 Company - San Francisco Refinery	50119	0.6913

Phillips 66 Company - San Francisco Carbon Plant	50388	1.6641
Phillips 66 Company - Los Angeles Refinery - Wilmington Plant	54451	1.8335
Phillips 66 Company - Santa Maria Refinery	56284	22.6899
Coso Energy Developers (BLM E&W) - Geothermal	10875	0.4474
Coso Finance Partners (Navy I) - Geothermal	10873	0.1494
Coso Power Developers (Navy II) - Geothermal	10874	0.3102
Crockett Cogeneration Project, LP	55084	0.3308
Grade 6 Oil, LLC	54410	0.7517
Double C Limited	50493	0.5495
Dynegy Moss Landing, LLC	260	0.3797
Dynegy Oakland, LLC.	6211	1.0327
E.F. Oxnard LLC	10776	0.4951
City of Colton - Generation	55951	0.6040
Torrance Refinery	50624	6.3137
Frito Lay - Kern Plant	10110	1.2111
Hanford Energy Park Peaker	55698	0.6141
Henrietta Peaker Plant	55807	0.5851
Goal Line LP, 92025	54749	0.4944
Grayson Power Plant	377	0.8088
High Desert Power Project, LLC	55518	0.4185
High Sierra Limited	50495	0.5537
Imperial Irrigation District (IID), El Centro Generating Station	389	0.4514
Imperial Irrigation District (IID), Niland Gas Turbine Plant	56569	0.5327
New-Indy Oxnard LLC	57585	0.3149
KES Kingsburg L.P.--Kingsburg Cogeneration Facility	10405	0.5262
Kern Front Limited	50494	0.5488
Kern River Cogeneration Facility	10496	0.3205
Kimberly Clark Worldwide Inc.	58083	0.3869
Kyocera International Inc.	10720	0.7219
La Paloma Generating Plant - GHG	55151	0.4048
Bridge Energy, LLC	56090	1.0172
Live Oak Limited	54768	0.4938
Loma Linda University	10206	0.3812
Los Angeles Department of Water & Power-Harbor Generating Station (LADWP)	399	0.5515

Los Angeles Department of Water & Power-Haynes Generating Station (LADWP)	400	0.4039
Los Angeles Department of Water & Power-Scattergood Generating Station (LADWP)	404	0.4204
Los Angeles Department of Water & Power-Valley Generating Station (LADWP)	408	0.3937
Luz Solar Partners LTD VIII & IX	10444	0.0686
Luz Solar Partners LTD VIII & IX	10446	0.0686
Malaga Power, LLC	56239	0.5680
Malburg Generating Station	56041	0.4394
Martinez Cogen Limited Partnership	10342	0.3225
McKittrick Limited	50612	0.4014
Midway-Sunset Cogeneration	52169	0.2302
Modesto Irrigation District (MID) - Woodland Generation Station, 95351	7266	0.4802
Modesto Irrigation District - Ripon Generation Station, 95366	56135	0.6242
NRG Energy - El Segundo	330	0.4740
NRG Energy - El Segundo	57901	0.4740
NRG Energy - Long Beach	341	0.8760
OLS Energy Chino	50850	0.9179
New-Indy Ontario, LLC Linerboard Mill	10427	0.8368
Ormat Nevada, Inc./ GEM 2 & 3 - Geothermal	54038	0.0349
Ormat Nevada, Inc./ GEM 2 & 3 - Geothermal	10763	0.0349
Ormond Beach Power, LLC	350	0.5731
PG&E Gateway Generating Station	56476	0.4027
PG&E Humboldt Bay Generating Station	246	0.4691
Panoche Energy Center, LLC	56803	0.5036
Pasadena Water and Power, Glenarm	422	0.6055
Pasadena Water and Power, Glenarm	420	0.6055
Qualcomm, Inc. - Morehouse Facility	59456	0.4138
Qualcomm, Inc. - Pacific Center Facility	59458	0.3067
Qualcomm, Inc. - Pacific Center Facility	59457	0.3067
Redding Electric Utility - Redding Power Generation	7307	0.4498
Eco Services - Dominguez	52064	2.6718
Eco Services - Martinez	52063	0.5566
Riverside Public Utilities - Riverside Energy Resource Center	56143	0.5926
SDG&E - Miramar Energy Facility	56232	0.5550

SDG&E - Palomar Energy Center	55985	0.3905
SRI International Cogen Project	50537	0.3423
Sacramento Municipal Utility District (SMUD) , SCA	7551	0.3978
Sacramento Municipal Utility District (SMUD) , SPA	7552	0.4381
Salinas River Cogeneration Facility	50865	0.3736
Searles Valley Minerals Inc.	10684	0.4908
Martinez Refining Company LLC	54912	2.4211
Silicon Valley Power (SVP), City of Santa Clara , Cogen	7232	0.6220
Silicon Valley Power (SVP), City of Santa Clara , DVR	56026	0.4422
Southern California Edison (SCE) - Pebbly Beach	6704	0.7707
Southern California Edison (SCE) - Mountainview	358	0.4063
Sunrise Power Company	55182	0.3785
Sycamore Cogeneration Facility	50134	0.3427
Turlock Irrigation District (TID), Almond Power Plant	7315	0.5601
Turlock Irrigation District/ Walnut Energy Center	56078	0.4430
U.S. Borax, 93516	50115	0.3948
University of California, Irvine	57122	0.3162
University of California, Los Angeles, UCLA	52073	0.2894
University of California, San Francisco	58198	0.3426
University of California, Santa Cruz, UCSC EH&S Office	50064	0.4760
Valero Refining Company - California, Benicia Refinery and Benicia Asphalt Plant	55851	3.2853
Wildflower Energy, LP - Indigo Generation, LLC	55541	0.5756
Wildflower Energy, LP - Larkspur Energy Facility, LLC	55542	0.5491
Yuba City Cogeneration Partners LP	52186	0.3894
Harbor Cogeneration Company, LLC	50541	0.6893
The P&G Paper Products Co.	50464	0.4041
AltaGas Ripon Energy Inc.	50299	0.5486
Canyon Power Project (CPP)	57027	0.5685
High Sierra Cogeneration	57977	0.3537
CalPeak Power - Border	55510	0.5731
SDG&E - Cuyamaca Peak Energy Plant	55512	0.6082

Tracy Combined Cycle Plant	55933	0.4500
Riverside Public Utilities - Clearwater Facility	56356	0.4731
Chevron AAPG 745 San Joaquin Basin	52086	1.1979
Chevron AAPG 745 San Joaquin Basin	52082	1.1979
Chevron AAPG 745 San Joaquin Basin	52076	1.1979
Chevron AAPG 745 San Joaquin Basin	52107	1.1979
Chevron AAPG 745 San Joaquin Basin	50751	1.1979
Chevron AAPG 745 San Joaquin Basin	52081	1.1979
Chevron AAPG 745 San Joaquin Basin	52085	1.1979
Chevron AAPG 745 San Joaquin Basin	52104	1.1979
California Resources Elk Hills, LLC - 35R Gas Plant	55400	0.7836
PG&E Colusa Generating Station	56532	0.3885
Aera Energy Coastal Basins	55184	3.2643
Southern California Edison (SCE) - Barre Peaker	56474	0.5351
Southern California Edison (SCE) - Center Hybrid	56475	0.5880
Southern California Edison (SCE) - Grapeland Hybrid	56472	0.5729
Southern California Edison (SCE) - Mira Loma Peaker	56473	0.5416
Roseville Electric, Roseville Energy Park	56298	0.4326
CalPeak Power - Panoche, LLC	55508	0.5850
CalPeak Power - Vaca Dixon, LLC	55499	0.5673
Calpine - Gilroy Energy Center, LLC, Feather River	55847	0.6093
Calpine - Gilroy Energy Center, LLC, Riverview Peaker	55963	0.6160
Calpine - Gilroy Energy Center, LLC, Wolfskill Peaker	55855	0.1238
Naval Medical Center - San Diego	50963	0.5766
Orange Grove Energy Center	56914	0.6014
Northern California Power Agency - Geothermal Plant No. 1	7368	0.0450
Northern California Power Agency - Geothermal Plant No. 2	7369	0.0812
California Resources Production Corporation - 760 Los Angeles Basin	56051	0.6911
BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	6013	0.4116
BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	56077	0.4116

BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	56046	0.4116
BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	7987	0.4116
Escondido Energy Center, LLC	55538	0.5668
El Cajon Energy, LLC	57001	0.6111
Fresno Cogeneration Partners, LP	10156	0.6630
Chula Vista Energy Center	55540	1.0234
Sentinel Peak Resources - SJV Basin Facility	54447	2.8555
Sentinel Peak Resources - SJV Basin Facility	54449	2.8555
Signal Hill Petroleum Facilities	57702	1.0090
Berry Petroleum Company - San Joaquin Basin	50622	1.0003
Berry Petroleum Company - San Joaquin Basin	50170	1.0003
Mariposa Energy LLC	57483	0.5916
Richard J Donovan Correctional Facility	54936	2.2498
Marsh Landing Generating Station	57267	0.6016
Walnut Creek Energy, LLC	57515	0.5148
Sentinel Energy Center, LLC	57482	0.5293
Southern California Edison (SCE) - McGrath Peaker	56471	0.5265
Lodi Energy Center	57978	0.3934
Lodi Energy Center	7449	0.3934
California State University, Fullerton	58169	0.5272
Kaweah Delta Medical Center	10042	850.8931
Saint Agnes Medical Center	54800	0.2208
Houweling Nurseries Oxnard, Inc	58432	0.5816
Olive View Medical Center, Los Angeles County Department of Health Services	10884	0.2936
Rady Children's Hospital San Diego	10175	0.5100
Calpine - Russell City Energy Center	56467	0.3873
Ivanpah Solar Electric Generating System	57074	0.0933
Ivanpah Solar Electric Generating System	57073	0.0933
Ivanpah Solar Electric Generating System	57075	0.0933
Delano Energy Center, LLC	58122	0.6444
Ormat Nevada, Inc. / ORNI 18 North Brawley - Geothermal	56832	0.4587
University of California, Berkeley	50849	0.3400
Pacific Ethanol Madera, LLC	61989	3.4028
Sharp Grossmont Hospital	10115	0.29037
Pio Pico Energy Center	57555	0.53297
SunSelect Produce (California) Inc	61754	2.18951

Berry Petroleum Company - Placerita	52096	0.31146
Biomass One, L.P.	10869	0.0360
Clearwater Paper Corp. - Lewiston	50637	0.0445
Desert View Power	10300	0.0411
Kettle Falls Woodwaste Plant	550	0.0610
Longview Washington Pulp and Paper Mill	54562	0.0492
Loyalton Biomass Cogeneration (ARP)	50111	1.1111
Seneca Sustainable Energy	57457	0.0198
Sierra Pacific Burlington	56406	0.0090
Trans-Jordan Generating Station (Landfill Gas)	56853	0.0034
WestRock - Tacoma (formerly: Simpson Biomass)	57099	0.0235
Agua Caliente Solar Project	57373	0.0000
Agua Fria Generating Station	141	0.6729
American Falls Solar	60011	0.0000
American Falls Solar II	60012	0.0000
Apache Generating Station	160	0.7298
Apache Solar	60964	0.0000
Apex Generating Station-Natural Gas Combined Cycle	55514	0.3798
Arlington Valley Energy Facility-Natural Gas Combined Cycle	55282	0.3949
Arlington Valley Solar Project II	57680	0.0000
Arlington Wind Power Project	56855	0.0000
Beaver	8073	0.5492
Bennett Mountain Power	55733	0.5846
Beowawe Power	10287	0.0606
Big Horn II-Wind	57319	0.0000
Big Horn PPM-Wind Power Project	56361	0.0000
Biglow Canyon Wind Farm (Phase 1)	56485	0.0000
Biglow Canyon Wind Farm (Phase 2)	56485	0.0000
Biglow Canyon Wind Farm (Phase 3)	56485	0.0000
Boardman Power Plant	6106	0.9884
Bonanza Power Plant	7790	0.9702
Boundary Hydroelectric Units	6433	0.0000
Box Canyon Dam (WA)	3891	0.0000
Broadview Energy JN, LLC	60145	0.0000
Broadview Energy KW, LLC	60152	0.0000
Brownlee	811	0.0000
Cabinet Gorge	833	0.0000
Caithness Shepherd's Flat - Horseshoe Bend (Wind)	57550	0.0000

Caithness Shepherd's Flat - North Hurlburt (Wind)	57526	0.0000
Caithness Shepherd's Flat - South Hurlburt (Wind)	57549	0.0000
Campbell Hill Windpower Project (Three Buttes Windpower LLC)	57090	0.0000
Carty Generating Station	58503	0.3854
Cedar Creek II	57210	0.0000
Cedar Creek Wind	56371	0.0000
Cedar Point Wind	57315	0.0000
Centennial Hardin (MT)	55749	1.5469
Chehalis	55662	0.4028
Cholla Power Station	113	1.1556
Chuck Lenzie Station	55322	0.4057
CJ Strike	812	0.0000
Clark Station	2322	0.5483
Colgate Powerhouse	454	0.0000
Collierville Hydro	54555	0.0000
Colstrip	6076	1.0646
Coolidge Generation Station	56948	0.5629
Copper Mountain Solar 1 (CM10)	56944	0.0000
Copper Mountain Solar 2 (CMS2)	58017	0.0000
Copper Mountain Solar 3	58915	0.0000
Copper Mountain Solar 4 (CMS4)	59814	0.0000
Coronado Generating Station	6177	1.2335
Cowiltz River Project (Mayfield Dam and Mossyrock Dam)	3917	0.0000
Coyote Springs I	7350	0.3709
Craig	6021	1.0592
Crooked Falls	2181	0.0000
Currant Creek	56102	0.4008
Cushman Hydro Project (Cushman No. 1 Dam and Cushman No. 2 Dam)	3914	0.0000
Dave Johnston	4158	1.1263
Desert Basin Generating Station	55129	0.4215
Desert Star Energy Center (formerly: Eldorado Energy)-Natural Gas Combined Cycle	55077	0.4145
Don A. Campbell (Phase 2) Geothermal Plant	60419	0.0000
Don A. Campbell (Wild Rose) Geothermal Plant	58533	0.0000
Donnells Hydro	415	0.0000
Dunlap I	57299	0.0000
El Cabo Wind	58098	0.0000

Elkhorn Valley Wind Farm	56623	0.0000
Encogen Generating Station	7870	0.4777
Eurus Combine Hills II LLC	57137	0.0000
Evander Andrews Power Complex	7953	0.5898
Ferndale Generating Station	54537	0.4130
Fort Churchill Station	2330	0.6410
Four Corners Power Plant	2442	0.9916
Frank Tracy Station	2336	0.4450
Frederickson Power LP	55818	0.3829
Frederickson PSE	99	0.8607
Fredonia Generating Station	607	0.7892
Gala Solar (Solar Star Oregan II)	61048	0.0000
Galena 2 Geothermal Power Plant	56540	0.0000
Galena 3 Geothermal Power Plant	56541	0.0000
Gila River Power Station - Block 1	59338	0.4056
Gila River Power Station - Block 2	60768	0.3930
Gila River Power Station - Block 3	59784	0.4009
Gila River Power Station - Block 4	55306	0.4212
Glacier Wind Farm (Naturener)	57049	0.0000
Glen Canyon Dam	153	0.0000
Glenrock I	56841	0.0000
Glenrock III	56841	0.0000
Goldendale Generating Station	55482	0.3827
Goodnoe Hills	56666	0.0000
Goshen Phase II LLC	57211	0.0000
Grady Wind Energy Center, LLC	60317	0.0000
Grand View 2 West	60068	0.0000
Grays Harbor Energy	7999	0.3927
Griffith Energy, LLC	55124	0.4216
Harry Allen Station	7082	0.3919
Harvest Wind	57152	0.0000
Hay Canyon Wind	56790	0.0000
Headgate Rock Dam	7179	0.0000
Heber Geothermal	54689	0.0391
Hells Canyon	3013	0.0000
Hermiston	54761	0.4025
Hermiston Power, LLC	55328	0.3957
Higgins Generating Station	55687	0.4123
High Plains	57040	0.0000
High Winds	56075	0.0000
Holter Dam	2186	0.0000
Hoover Dam	154	0.0000
Hopkins Ridge Wind	56255	0.0000
Horse Butte Wind	57890	0.0000
Hunter	6165	0.9833

Huntington	8069	0.9998
ID Solar 1	60445	0.0000
Intermountain Power Project	6481	0.8998
Jim Bridger Total Plant	8066	1.0281
Judith Gap Wind Farm	56377	0.0000
Juniper Canyon Wind	57320	0.0000
Kerr	2188	0.0000
Kings Beach	6518	1.9430
Kittitas Valley Wind Power Project (Sagebrush Power)	56858	0.0000
Klamath Falls Cogeneration	55103	0.4076
Klondike Windpower II	56359	0.0000
Klondike Windpower III	56468	0.0000
Klondike Windpower IIIA	56468	0.0000
Kyrene Generating Station	147	0.3780
Lake Chelan Hydroelectric Facility	6424	0.0000
Lake Side	56237	0.4077
Langley Gulch Power Plant	57028	0.3755
Las Vegas Generating Station	10761	0.4860
Leaning Juniper	56360	0.0000
Leaning Juniper II	57333	0.0000
Limon Wind I	58126	0.0000
Limon Wind II	58127	0.0000
Limon Wind III	59083	0.0000
Linden Wind Energy Project (aka Linden Ranch Wind Farm)	57635	0.0000
Little Falls (WA)	3866	0.0000
Logan Wind Farm	56613	0.0000
Long Lake	3867	0.0000
Lower Baker	3855	0.0000
Lower Snake River Wind Energy Project	57195	0.0000
Lucky Peak Power Plant Project	10014	0.0000
Luning Solar	61084	0.0000
Macho Springs Solar Facility	59010	0.0000
Marengo Wind Farm I	56466	0.0000
Marengo Wind Farm II	56466	0.0000
McFadden Ridge	57039	0.0000
McGinness Hills 3 Geothermal Energy Facility	57446	0.0000
Merwin	3847	0.0000
Mesquite Generating Station - Block 1	58557	0.3764
Mesquite Generating Station - Block 2	55481	0.3800
Mesquite Solar 1	57707	0.0000
Mesquite Solar 2, LLC	60307	0.0000
Mesquite Solar 3, LLC	60308	0.0000

Mid-C Hydro - Priest Rapids and Wanapum dams (Grant County PUD)	3887	0.0000
Mid-C Hydro - Rock Island (Chelan County PUD)	6200	0.0000
Mid-C Hydro - Rock Island and Rocky Reach (Chelan County PUD)	3883	0.0000
Mid-C Hydro - Rocky Reach (Chelan County PUD)	3883	0.0000
Mid-C Hydro - Wanapum (Grant County PUD)	3888	0.0000
Mid-C Hydro - Wells (Douglas County PUD)	3886	0.0000
Middle Fork Hydro	425	0.0000
Milford I Wind Farm	57079	0.0000
Milford II Wind Farm	57107	0.0000
Mint Farm Generation Station	55700	0.4073
Moapa Southern Paiute Solar	57859	0.0000
Monroe Street HED	9095	0.0000
Montague Wind Power Facility	58099	0.0000
Murphy Flat Solar	60009	0.0000
Narrows 2 Powerhouse	455	0.0000
Narrows PH	262	0.0000
Naughton	4162	1.0904
Neal Hot Springs Geothermal Plant	58022	0.0000
Nebo Power Station	56177	0.4538
Nine Canyon Wind Project	7936	0.0000
Nine Mile HED	3869	0.0000
Nisqually River Project (Alder Dam and LaGrande Dam)	3913	0.0000
North Valmy Station	8224	1.0009
Northern Colorado Wind I	57290	0.0000
Northern Colorado Wind II	57290	0.0000
NorWest Energy 4 (Bonanza)	62268	0.0000
Noxon Rapids	2199	0.0000
Ocotillo	116	0.5097
Old Lahontan hydropower Plant	6521	0.0000
Orchard Avenue 1 (Yakima-Tieton ID)	50421	0.0000
Orchard Ranch Solar	60010	0.0000
Oxbow (Oregon)	3014	0.0000
Palo Verde Nuclear Generating Station	6008	0.0000
Palouse Wind	57530	0.0000
Parker-Davis Project	447	0.0000
Patua Geothermal	58319	0.0000
Patua Solar Project	58319	0.0000
Pebble Springs	56789	0.0000

Peetz Table Wind Energy	56563	0.0000
Pelton Round Butte	3048	0.0000
Perrin Ranch Wind	58155	0.0000
Pleasant Valley Wind Energy Project	56093	0.0000
Port Westward 1	56227	0.3693
Port Westward 2	58266	0.4673
Post Falls Hydro	835	0.0000
Ralston Hydro	427	0.0000
Red Hawk Power Station CC Natural Gas	55455	0.3861
Richard Burdette Power Plant	56321	0.0000
Rim Rock Wind Farm (Naturener)	57995	0.0000
Rolling Hills	56842	0.0000
Sage Solar I	62399	0.0000
Sage Solar II	62399	0.0000
Sage Solar III	62399	0.0000
Saguaro	118	0.7874
San Emidio Project	57456	0.0670
San Juan	2451	1.1665
Santan Generating Station	8068	0.4070
Seven Mile Hill I	56843	0.0000
Seven Mile Hill II	56843	0.0000
Silverhawk Station	55841	0.4167
Simcoe Solar	60748	0.0000
Smith Falls Hydro Project	54249	0.0000
Snoqualmie Hydroelectric Project	3860	0.0000
South Point Energy Center, LLC	55177	0.4128
Spring Canyon	56320	0.0000
Spring Valley Wind Project	57192	0.0000
Springerville Generating Station	8223	1.0275
Star Point	57096	0.0000
Steamboat Hills Geothermal	50654	0.0369
Steamboat II	54665	0.0000
Steamboat III	54666	0.0000
Stillwater Wind	61858	0.0000
Sumas Power Plant	54476	0.4497
Sun Peak Generating Station	54854	0.7069
Sundance	55522	0.6087
Swift 1	3850	0.0000
Terra-Gen Dixie Valley	52015	0.0649
Thermo No. 1 Geothermal (Raser Technologies)	57353	0.0000
Thompson Falls Dam	2195	0.0000
Tieton Dam Hydro Electric Project	57496	0.0000
Top of the World	57327	0.0000
Transalta Centralia Generation	3845	1.1179

TS Power Plant	56224	1.0322
Tucannon River Wind Farm	58571	0.0000
Tungsten Mountain Geothermal Energy Facility	60785	0.0000
Turquoise Liberty Solar - Phase 1	62980	0.0000
Twin Buttes	56460	0.0000
Upper Baker	3861	0.0000
Upper Falls Hydro	9096	0.0000
Vansycle II Wind Energy Center	58324	0.0000
Vantage Wind	57188	0.0000
Veyo Heat Recovery Project	60421	0.0000
Voyager Wind II	61582	0.0000
West Phoenix	117	0.4778
West Valley Generation Project	55622	0.5762
White Creek Wind Farm	56487	0.0000
Whitehorn Generating Station	6120	0.8689
Wild Horse Wind	56322	0.0000
Willow Creek Wind	56952	0.0000
Windy Flats Wind Project	57159	0.0000
Windy Point/Flats Project phase 1 (Tuolumne Wind Project)	56702	0.0000
Wolverine Creek	56301	0.0000
Wy'East Solar	61345	0.0000
Yale	3852	0.0000
Yucca	120	0.6852
Yuma Cogeneration Associates	54694	0.4865
Ameresco Chiquita Energy LLC	56898	0.0040
Ameresco Forward LLC	58437	0.0026
Ameresco Half Moon Bay	56895	0.0027
Ameresco Keller Canyon	56897	0.0027
Ameresco San Joaquin LLC	58436	0.0027
Ameresco Santa Cruz	56428	0.0034
Ameresco Vasco Road	58435	0.0027
Ampersand Chowchilla Biomass, LLC, 93610	56706	0.0305
Bowerman Power LFG, LLC	59461	0.0029
Brea Generation, LLC	10648	1.1111
Burney Forest Products	10652	0.0739
City of San Diego, Public Utilities Dept, North City Water Reclamation Plant	60571	0.0066
City of San Diego, Public Utilities Dept, North City Water Reclamation Plant	55602	0.0066
City of San Diego, Public Utilities Dept, Point Loma Treatment Plant	50492	0.0064
DG Fairhaven Power LLC	10052	0.2388

DTE Stockton, LLC	54238	0.0229
East Bay Municipal Utility District	56036	0.0117
East Bay Municipal Utility District	57696	0.0117
G2 Energy Ostrom Road, LLC	57133	0.5742
HL Power Company	10777	0.0329
Humboldt Sawmill Company	50049	0.0067
Kiefer Landfill, Department of Waste Management and Recycling	55766	0.0056
LACSD - Calabasas LF	57163	0.0042
LACSD - Joint Water Pollution Control Plant	10091	0.0600
LACSD - Puente Hills Landfill	10472	0.0031
Merced Power, LLC, 95340	56707	0.0303
Miramar - MM and Miramar Energy	55094	0.0037
MM Lopez Energy LLC	55161	0.0293
MM Prima Deshecha Energy LLC	55601	0.0027
MM Tajiguas Energy LLC	55603	0.0030
MM West Covina LLC	54015	0.0068
MM Yolo Power LLC	54567	0.0033
Monterey Regional Waste Management District	10748	0.0025
Mt. Poso Cogeneration Company	54626	0.0345
NOVE Power Plant	50831	0.6713
Orange County Sanitation District - Plant 2	52099	0.1035
Pacific Ultrapower Chinese	50560	0.0286
Potrero Hills Energy Producers, LLC	59952	0.0027
Rio Bravo Fresno	10767	0.0440
Rio Bravo Rocklin	10772	0.0520
Roseburg Forest Products	56469	0.0118
Sacramento Municipal Utility District (SMUD) , Cosumnes Power Plant	55970	0.3617
San Francisco Southeast Treatment Plant	57971	0.0655
San Marcos Energy LLC	10386	0.0038
Santa Cruz Energy LLC	57876	0.0030
Sierra Pacific Industries (SPI) - Anderson, 96007	59658	0.0083
Sierra Pacific Industries (SPI) - Burney	50110	0.0088
Sierra Pacific Industries (SPI) - Lincoln	10144	0.0108
Sierra Pacific Industries (SPI) - Quincy Division	50112	0.0533
Sierra Pacific Industries (SPI) - Sonora	54517	0.0730
Sonoma County Landfill Gas to Energy	55752	0.0034
Sonoma County Landfill Gas to Energy	55753	0.0034
Sonoma County Landfill Gas to Energy	55880	0.0034

Sunshine Gas Producers, LLC	58429	0.0033
Sycamore Energy LLC	10387	0.0051
Wadham Energy Ltd Partnership	50293	0.0205
Waste Management - Altamont Landfill	50571	1.0032
Waste Management - Redwood Landfill, Inc.	59299	0.0029
Wheelabrator Shasta Energy Company	50881	0.0274
Woodland Biomass Power, LLC	10836	0.0315
Central Contra Costa Sanitary District	57573	1.2664
Covanta - Stanislaus, Inc	50632	1.8612
Encina Water Pollution Control Facility	10026	0.2735
Energy 2001, Placer WRSL	57988	0.0067
John L. Featherstone Plant (Hudson Ranch)	57475	0.0558
Kern Oil Refinery	58100	3.942
Orange County Sanitation District - Plant 1	50696	0.088
Sacramento Municipal Utility District (SMUD) , Carson Ice CG	7527	0.5218
San Jose/Santa Clara Regional Wastewater Facility	56080	0.4683
Southeast Resource Recovery Facility (SERRF)	50837	2.0677
85 A	52162	0.0000
85 B	52163	0.0000
Sunshine Valley Solar	59826	0.0000
Windhub Solar A LLC	59878	0.0000
Ponderosa Bailey Creek	10709	0.0000
CA Flats Solar 130, LLC	60033	0.0000
Blackwell Solar Park	59524	0.0000
Montgomery Creek Hydro	55009	0.0000
Ameresco Johnson Canyon	58397	0.5615
Spicer Meadow Project	54554	0.0000
Kettleman Solar -Centaurus	59633	0.0000
Elevation Solar C	59964	0.0000
Frontier Solar LLC	60039	0.0000
Hayworth Solar	59009	0.0000
Western Antelope Blue Sky B	59961	0.0000
Shiloh I Wind Project	56362	0.0000
Midway Solar Farm 1	60336	0.0000
Blythe Solar 110, LLC	60093	0.0000
Calpine - Geysers Unit 5-20	286	0.0374
Calpine - Aidlin Geothermal Power Plant	52158	0.0374
Calpine - Sonoma California Geothermal	510	0.0374
Calpine - Calistoga Power Plant	50066	0.0374

Dutch Flat 2	413	0.0000
Bowman	50546	0.0000
Atwell Island	58366	0.0000
Avenal Park	57359	0.0000
California Valley Solar Ranch	57439	0.0000
White River Solar	58373	0.0000
Henrietta Solar Project	58975	0.0000
Mojave Solar Project	57331	0.0000
North Star Solar	58713	0.0000
Sand Drag LLC	57361	0.0000
Alpaugh 50	58003	0.0000
Alpaugh North	58002	0.0000
Sun City Project LLC	57360	0.0000
Topaz Solar Farm	57695	0.0000
Hatchet Ridge Wind Project	56654	0.0000
Shiloh IV Wind Project LLC	57725	0.0000
Shiloh Wind Project 2 LLC	56874	0.0000
San Gorgonio Windplant WPP1993	54454	0.0000
Alamo Solar	59469	0.0000
Bayshore Solar C, LLC	60475	0.0000
GPS Cabazon Wind LLC	50552	0.0000
Camanche	537	0.0000
Golden Hills Wind	60049	0.0000
Pardee	376	0.0000
RE Tranquillity	59939	0.0000
Ridgetop	54931	0.0000
Algonquin SKIC20 Solar LLC	59412	0.0000
CED Avenal	60077	0.0000
White River Solar 2	58973	0.0000
Westlands Solar PV Farm	58616	0.0000
Morelos del Sol	60007	0.0000
Murphys	261	0.0000
RE Old River One, LLC	58986	0.0000
Orion Solar I	58718	0.0000
RE Astoria 2	59977	0.0000
Rising Tree Wind Farm	57621	0.0000
Shafter Solar LLC	59408	0.0000
Woodmere Solar Farm	59008	0.0000
Solar Star California, XLI, LLC	60591	0.0000
Shaffer	59396	0.0000
Findlay Wind Farm	60015	0.0000
Cape Cod Air Force Station - 6 SWS	58661	0.0000
AV Solar Ranch One	57378	0.0000
Cabazon Wind Partners	56011	0.0000
Cameron Ridge LLC	10586	0.0000

Campo Verde Solar	58467	0.0000
Cottonwood Solar, LLC (City of Corcoran)	59087	0.0000
CM48	57205	0.0000
Little Bay	60495	0.0000
O'Neill Creek Solar	63235	0.0000
Venable Solar 1	58289	0.0000
Washington White Post Solar LLC	58135	0.0000
Bluegrass Ridge	56555	0.0000
Heartland Community College	59776	0.0000
Pilgrim Stage Wind Park	56440	0.0000
North Gooding Main Hydro	61688	0.0000
Westside Solar Station	57499	0.0000
Normanskill Hydro Project	50123	0.0000
Echo Wind Park	58121	0.0000
Cummins, Inc	60453	0.0000
Ball Mountain Hydro	59040	0.0000
Gunsight Mountain Wind Energy LLC	56776	0.0000
Alpine Solar	57295	0.0000
Bridgewater	2719	0.0000
Richland Solar Center	59874	0.0000
Golden Hills North Wind Energy Center	61222	0.0000
Giffen Solar Park	59522	0.0000
Five Points Solar Park	59523	0.0000
Ameresco Butte County	57771	0.5743
Nimbus	444	0.0000
Lewiston	977	0.0000
Stampede	7066	0.0000
Graeagle	3247	0.0000
Tulloch	416	0.0000
Judge F Carr	442	0.0000
Folsom	441	0.0000
Keswick	443	0.0000
New Melones	6158	0.0000
Shasta	445	0.0000
Spring Creek	450	0.0000
Trinity	451	0.0000
ONeill	446	0.0000
Alameda	7450	0.8998
Lodi	7451	0.8706
Brea Expansion Plant	58007	0.0029
Second Imperial Geothermal	54111	0.0756
Perris	481	0.0000
Valley View	487	0.0000
Anaheim Solar Energy Plant	59416	0.0000
Westside Solar Power PV1	60275	0.0000

San Gorgonio Farms Wind Farm	50281	0.0000
Garnet Wind Energy Center	57302	0.0000
San Dimas Wash Generating Station	50233	0.0000
RE Columbia Two, LLC	58990	0.0000
Summer Solar LLC	60280	0.0000
Antelope Big Sky Ranch	60279	0.0000
Kingbird B Solar, LLC	60091	0.0000
Antelope DSR 2	60187	0.0000
Hoover Dam (AZ)	8902	0.0000
Shoreham	2518	1.4334
TA-Acacia, LLC	59443	0.0000
Bayshore Solar A, LLC	60481	0.0000
Bayshore Solar B, LLC	60474	0.0000
Coram Tehachapi	54750	0.0000
Desert Sunlight 300, LLC	57993	0.0000
Genesis Solar Energy Project	57394	0.0000
North Sky River Energy LLC	58154	0.0000
Portal Ridge Solar C, LLC	60311	0.0000
Western Antelope Blue Sky Ranch A	58626	0.0000
CA Flats Solar 150, LLC	60034	0.0000
Cuyama Solar, LLC	60043	0.0000
Gates Solar Station	57892	0.0000
Huron Solar Station	57523	0.0000
Lost Hills/Blackwell	58711	0.0000
RE Astoria	59976	0.0000
Rising Tree Wind Farm II	59235	0.0000
Shiloh III Wind Project LLC	57586	0.0000
West Gates Solar Station	58206	0.0000
Centinela Solar Energy	58430	0.0000
Imperial Solar Energy Center South	57490	0.0000
Mountain View III	56112	0.0000
CalRenew-1	56768	0.0000
Cantua Solar Station	57522	0.0000
Diablo Winds LLC	56271	0.0000
Five Points Solar Station	57498	0.0000
FPL Energy Montezuma Winds LLC	57201	0.0000
Guernsey Solar Station	57891	0.0000
Montezuma Wind II	57701	0.0000
Stroud Solar Station	57497	0.0000
Vaca Dixon Solar Station	57041	0.0000
Etiwanda	745	0.0000
Mammoth G1	10480	0.0756
Sunray 2	10437	0.0000
Tehachapi Wind Resource I	10191	0.0000
Tehachapi Wind Resource II	54909	0.0000

Imperial Solar Energy Center West	57491	0.0000
Solar Borrego I	57455	0.0000
Ocotillo Express LLC	57514	0.0000
Willow Spring Solar, LLC	60324	0.0000
Voyager Wind IV	61584	0.0000
San Pablo Raceway	62004	0.0000
Alta Wind Energy Center I	57282	0.0000
Alta Wind Energy Center II	57291	0.0000
Difwind Farms Ltd V	54685	0.0000
Voyager Wind I	60594	0.0000
Terra-Gen 251 Wind LLC	52161	0.0000
Oak Creek Energy Systems I	50754	0.0000
Painted Hills Wind Park	50533	0.0000
Ridgetop Energy LLC	10597	0.0000
RE Rosamond One LLC	58498	0.0000
Mojave 5	52144	0.0000
Victory Garden (Tehachapi)	50532	0.0000
Whitewater Hill Wind Partners	56012	0.0000
Windpark Unlimited 1	10027	0.0000
Windpark Unlimited 2	60321	0.0000
CTV Power Purchase Contract Trust	54300	0.0000
Desert Wind Farm, LLC	59968	0.0000
Dion R Holm	380	0.0000
Moccasin	381	0.0000
Bonneville	3075	0.0000
Sunset Reservoir North Basin	57559	0.0000
Colton Solar One, LLC	59597	0.0000
Colton Solar Two, LLC	59598	0.0000
Davis Dam	152	0.0000
Mammoth G2	10481	0.0756
Rock Creek	275	0.0000
A G Wishon	293	0.0000
Alta Powerhouse	214	0.0000
Big Creek Water Works	10282	0.0000
Chili Bar	225	0.0000
Coleman PH	227	0.0000
Cow Creek	229	0.0000
De Sabla	232	0.0000
Deer Creek PH	233	0.0000
Dutch Flat	237	0.0000
El Dorado	238	0.0000
Halsey	241	0.0000
Hat Creek 2	244	0.0000
Kelly Ridge	418	0.0000
Kilarc	253	0.0000

Newcastle	632	0.0000
Oak Flat	626	0.0000
Phoenix	264	0.0000
Potter Valley	274	0.0000
Rollins	34	0.0000
San Joaquin No. 1	278	0.0000
Sly Creek	776	0.0000
South	280	0.0000
Spaulding 1	281	0.0000
Spring Gap	284	0.0000
Three Forks Water Power Project	54308	0.0000
Toadtown	714	0.0000
Volta 1	290	0.0000
Volta 2	180	0.0000
West Point PH	291	0.0000
Wise	292	0.0000
Oro Loma	59915	0.0000
Imperial Valley Solar, LLC	56917	0.0000
Silver State Solar Power South	58644	0.0000
Desert Sunlight 250, LLC	58542	0.0000
Aspiration G	59737	0.0000
Lost Hills Solar LLC	58712	0.0000
San Joaquin Solar	60678	0.0000
Alta Wind X	58394	0.0000
Alta Wind XI	58395	0.0000
Rising Tree Wind Farm III	59236	0.0000
Box Canyon Dam	50179	0.0000
Alta Wind Energy Center III	57292	0.0000
Alta Wind Energy Center IV	57293	0.0000
Alta Wind Energy Center V	57294	0.0000
Vasco Winds	57700	0.0000
Mustang Hills LLC	57833	0.0000
Alta Wind VIII	57835	0.0000
Giffen	57521	0.0000
Windstar 1	57774	0.0000
Pinyon Pine II	57837	0.0000
Pinyon Pine I	57834	0.0000
RE Kansas South LLC	58148	0.0000
Corcoran Solar	58374	0.0000
Cottage Street Solar Facility	58568	0.0000
Solar Star 1	58388	0.0000
Solar Star 2	58389	0.0000
RE Kansas Solar, LLC	58985	0.0000
RE Kent South, LLC	58991	0.0000
CID Solar, LLC	59183	0.0000

Regulus Solar Project	57650	0.0000
Bakersfield PV 1	61117	0.0000
Quinto Solar PV Project	59339	0.0000
Stateline Solar	58646	0.0000
Whitney Point Solar	60975	0.0000
W R Gianelli	448	0.0000
Tacoma	6206	0.0000
Drop 1	585	0.0000
Drop 2 (CA)	385	0.0000
Drop 3 (CA)	386	0.0000
Drop 4	387	0.0000
Drop 5	314	0.0000
East Highline	586	0.0000
Pilot Knob	388	0.0000
Imperial Valley Solar Company 1 LLC	58062	0.0000
Heber Solar	58398	0.0000
Duke Building 98	59433	0.0000
Coachella	6060	0.8899
Rockwood	7824	0.9121
Western Antelope Dry Ranch	58627	0.0000
Big Pine Creek	391	0.0000
Control Gorge	393	0.0000
Cottonwood	394	0.0000
Foothill	396	0.0000
Franklin (CA)	397	0.0000
Middle Gorge	401	0.0000
Pleasant Valley Hydro	402	0.0000
San Fernando	403	0.0000
San Francisquito 1	6479	0.0000
San Francisquito 2	6480	0.0000
Sepulveda Canyon	316	0.0000
Upper Gorge	407	0.0000
McGinness Hills 3	61912	0.0756
Ormesa Geothermal	50762	0.0756
Hecate Energy Beacon Solar 1	59315	0.0000
Beacon Solar Plant Site 2	59309	0.0000
Hecate Energy Beacon Solar 3	59316	0.0000
Hecate Energy Beacon Solar 4	59317	0.0000
Beacon Solar Plant Site 5	59308	0.0000
Owens Valley Solar Project 11	60953	0.0000
Munro Valley Solar	60412	0.0000
Port of LA Solar FiT Project	61319	0.0000
Xebec 1	62286	0.0000
USPS PV	61250	0.0000
CFW Solar X LLC - Vaughn	62378	0.0000

Westmont 301	61593	0.0000
Westmont 401	61594	0.0000
RE Barren Ridge 1	60389	0.0000
Springbok Solar Farm 1	59532	0.0000
Springbok Solar Farm 2	59840	0.0000
Adelanto Solar Project	57305	0.0000
Pine Tree Solar Project	57306	0.0000
Manzana Wind LLC	57484	0.0000
Pine Tree Wind Power Project	56433	0.0000
Castaic	392	0.0000
Cottonwood Solar, LLC (Goose Lake)	59086	0.0000
Marin Clean Energy Solar One	61013	0.0000
RE Mustang LLC	59150	0.0000
Mustang Two	62015	0.0000
Voyager Wind III	61583	0.0000
Antelope Expansion 2	61264	0.0000
Blythe Solar II, LLC	60092	0.0000
Wistaria Ranch Solar	61750	0.0000
Green Power I	55396	0.0000
G2 Energy Hay Rd	58320	0.5420
Great Valley Solar Portfolio Holdings, LLC	59940	0.0000
Hat Creek 1	243	0.0000
Parker	428	0.0000
North Rosamond Solar LLC	59879	0.0000
Panoche Valley Solar Farm	57340	0.0000
RE Garland	60233	0.0000
Frankenheimer Power Plant	50219	0.0000
Woodward Power Plant	50218	0.0000
Spaulding 2	282	0.0000
Spaulding 3	283	0.0000
Tule Wind LLC	57913	0.0000
Terra-Gen VG Wind LLC	56570	0.0000
New Hogan Power Plant	50755	0.0000
Axium Modesto Solar	58039	0.0000
Stone Drop	499	0.0000
Don Pedro	439	0.0000
McClure	151	1.2384
Klondike Wind Power	55871	0.0000
Mesa Wind Power Corp	50535	0.0000
Balch 2	218	0.0000
Belden	219	0.0000
James B Black	249	0.0000
Caribou 2	223	0.0000
Cresta	231	0.0000
Haas	240	0.0000

Kerckhoff 2	682	0.0000
Pit 3	266	0.0000
Pit 4	267	0.0000
Pit 5	268	0.0000
Poe	272	0.0000
Stanislaus	285	0.0000
Coram Energy LLC	54299	0.0000
Rancho Penasquitos	56615	0.0000
TPC Windfarms LLC	54647	0.0000
Hamilton Branch	242	0.0000
Lime Saddle	255	0.0000
San Joaquin 2	276	0.0000
Monticello Dam	7646	0.0000
Haypress	10253	0.0000
Forks of Butte Hydro Project	50350	0.0000
Muck Valley Hydroelectric	10458	0.0000
Monterey One Water	54951	0.1170
Rio Bravo Hydro Project	50037	0.0000
Olsen	50180	0.0000
Burney Creek	10706	0.0000
Cove Hydroelectric	10707	0.0000
Deadwood Creek	7507	0.0000
ABEC #2 dba West-Star Dairy	61501	0.8245
ABEC #3 dba Lakeview Dairy	61502	0.7060
ABEC #4 dba CE&S Dairy	61503	0.7448
Baker Creek Hydroelectric	59428	0.0000
Bakersfield 111	59948	0.0000
Bear Creek Solar	58508	0.0000
Cloverdale Solar I	58949	0.0000
Hollister Solar LLC	59268	0.0000
Merced Solar LLC	59265	0.0000
Mission Solar LLC	59267	0.0000
Enerparc CA1 LLC	59122	0.0000
Enerparc CA2, LLC	59978	0.0000
Sonora 1	58578	0.0000
CSU Fresno Solar Project	56813	0.0000
Castor Solar	60277	0.0000
Shasta Solar Farm	58814	0.0000
Kettleman Solar Project	58510	0.0000
Kingsburg Solar	58304	0.0000
La Joya Del Sol	58118	0.0000
Lemoore 1	60142	0.0000
Lost Creek I	10708	0.0000
Madera 1 PV	61421	0.0000
Gosselin Hydro Plant	10128	0.0000

Sun Harvest Solar NDP1	59687	0.0000
Nickel 1 Solar Facility	58034	0.0000
Combie South	846	0.0000
Scott Flat	839	0.0000
Oakley Solar Project	58376	0.0000
2127 Harris Solar Project	58919	0.0000
2097 Helton Solar Project	58920	0.0000
2081 Terzian Solar Project	58918	0.0000
Putah Creek Solar Farm	59550	0.0000
Site 980 65	50322	0.0000
Cold Canyon 1	58379	1.1339
Vintner Solar	58509	0.0000
Grassland 3&4 Solar Project	58204	0.0000
Zero Waste Energy Development Co LLC	60220	0.3189
Nelson Creek	50223	0.0000
Verwey-Hanford Dairy Digester #2	62418	0.6449
Verwey-Hanford Dairy Digester #3	62419	0.6943
Bakersfield Industrial PV 1	61118	0.0000
Delano Land 1	61116	0.0000
Manteca Land PV	61115	0.0000
Merced 1 PV	61420	0.0000
Redwood 4 Solar Farm	60490	0.0000
ABEC Bidart-Old River LLC	58699	0.7685
Corcoran Solar 3	59900	0.0000
Columbia Solar Energy, LLC	59979	0.0000
Brookfield Tehachapi 1	57962	0.0000
Eagle Creek	63078	0.0000
Kekawaka Power House	54654	0.0000
NextEra Westside PV	60981	0.0000
Diablo Canyon	6099	0.0000
Balch 1	217	0.0000
Bucks Creek	220	0.0000
Butt Valley	221	0.0000
Caribou 1	222	0.0000
Drum 1	235	0.0000
Drum 2	236	0.0000
Electra	239	0.0000
Kings River PH	254	0.0000
Pit 1	265	0.0000
Pit 6	269	0.0000
Pit 7	270	0.0000
Salt Springs	279	0.0000
Tiger Creek	287	0.0000
Forbestown	417	0.0000
Chicago Park	412	0.0000

CSU East Bay	57042	0.3419
SF State University	57043	0.3020
South Belridge Cogeneration Facility	50752	0.3150
Coalinga Cogeneration Facility	50750	0.2496
Oroville Cogeneration LP	54477	0.2698
Adams Solar Center	61496	0.0000
Ashton	825	0.0000
Bear Creek Solar Center	61281	0.0000
Bend	6484	0.0000
Big Fork	6459	0.0000
Blundell	299	0.0756
Bly Solar Center	62272	0.0000
Clearwater 1	3020	0.0000
Clearwater 2	3021	0.0000
Copco 1	294	0.0000
Copco 2	295	0.0000
Cutler Hydro	3646	0.0000
Eagle Point	3024	0.0000
Elbe Solar Center	61497	0.0000
Enterprise Solar, LLC	59386	0.0000
Fall Creek	296	0.0000
Fish Creek	3026	0.0000
Foote Creek I	55607	0.0000
Foote Creek II	55608	0.0000
Foote Creek III	55609	0.0000
Granite	3651	0.0000
Gunlock	7069	0.0000
Iron Gate	297	0.0000
Last Chance	987	0.0000
Latigo Wind Park	59965	0.0000
Mountain Wind Power II LLC	56753	0.0000
Mountain Wind Power LLC	56752	0.0000
Oneida	829	0.0000
Paris	830	0.0000
Pavant Solar II LLC	60449	0.0000
Pavant Solar, LLC	59702	0.0000
Pioneer	3656	0.0000
Pioneer Wind Park, LLC	60259	0.0000
Prospect 1	3032	0.0000
Prospect 3	3034	0.0000
Prospect 4	3035	0.0000
Rock River I LLC	55740	0.0000
Sand Cove	3636	0.0000
Slide Creek	3036	0.0000
Soda	831	0.0000

Soda Springs	3037	0.0000
Stairs	3659	0.0000
Sweetwater Solar	61369	0.0000
Viva Naughton	7050	0.0000
Wallowa Falls	3041	0.0000
Weber	3661	0.0000
BYUI Central Energy Facility	59496	0.2361
Shute Creek Facility	56312	0.4130
Gadsby	3648	0.9285
Grace	827	0.0000
Hayden	525	1.0297
John C Boyle	3028	0.0000
Lemolo 1	3029	0.0000
Lemolo 2	6421	0.0000
Prospect 2	3033	0.0000
Sunnyside Cogen Associates	50951	1.4072
General Chemical	54318	0.4041
Tesoro SLC Cogeneration Plant	56509	0.6077
Toketee Falls	3040	0.0000
Wyodak	6101	1.2097
City of Palo Alto	57714	0.3973
Buena Vista Energy LLC	56446	0.0000
Solar Gen 2 Solar Facility	58592	0.0000
Colgreen North Shore Solar Farm	60825	0.0000
Dinosaur Point	10005	0.0000
Karen Avenue Wind Farm	10718	0.0000
Kumeyaay Wind	56295	0.0000
Bidwell Ditch Project	10880	0.0000
Hatchet Creek Project	10882	0.0000
Roaring Creek Water Power	10881	0.0000
Ramona Solar Energy	60995	0.0000
Seville 1	59722	0.0000
Difwind Farms Ltd I	54681	0.0000
Difwind Farms Ltd II	54682	0.0000
Altech III	50485	0.0000
San Gorgonio Westwinds II LLC	50690	0.0000
French Meadows	424	0.0000
Hell Hole Powerhouse	763	0.0000
Oxbow (CA)	426	0.0000
Warm Springs Hydro Project	54261	0.0000
Boulder Canyon Hydro	466	0.0000
Whiskeytown	7189	0.0000
AP North Lake I, LP	59610	0.0000
Tequesquite Landfill Solar PV Project	60035	0.0000
Antelope DSR 1	60186	0.0000

Wintec Energy Ltd	50276	0.0000
Wagner Wind LLC	58233	0.0000
Springs Generating Station	56144	0.7446
Sand Bar Power Plant	50400	0.0000
Roseville Power Plant #2	7452	0.8845
Robbs Peak	433	0.0000
Camp Far West	531	0.0000
Jones Fork	534	0.0000
SMUD at Van Conett	57670	0.0000
SMUD at Fleshman	57671	0.0000
SMUD at Lawrence	57753	0.0000
RE Dillard 1 LLC	57777	0.0000
RE Dillard 2 LLC	57779	0.0000
RE Dillard 3 LLC	57781	0.0000
Dillard 4 LLC	57806	0.0000
RE Kammerer 1 LLC	57778	0.0000
RE Bruceville 1 LLC	57783	0.0000
RE Kammerer 2 LLC	57780	0.0000
RE Kammerer 3 LLC	57782	0.0000
RE Bruceville 2 LLC	57784	0.0000
RE Bruceville 3 LLC	57785	0.0000
Green Acres Solar Facility 1	57849	0.0000
Green Acres Solar Facility 2	57850	0.0000
RE McKenzie 1 LLC	57816	0.0000
RE McKenzie 2 LLC	57817	0.0000
RE McKenzie 3 LLC	57818	0.0000
RE McKenzie 4 LLC	57819	0.0000
RE McKenzie 5 LLC	57820	0.0000
RE McKenzie 6 LLC	57821	0.0000
Sacramento Soleil LLC	56875	0.0000
Rancho Seco Solar	529	0.0000
Solano Wind	7526	0.0000
Camino	430	0.0000
Jaybird	431	0.0000
Loon Lake	432	0.0000
Union Valley	6612	0.0000
White Rock/Slab Creek	435	0.0000
McClellan (CA)	535	0.6689
Rancho Seco Solar, LLC	60226	0.0000
SMUD at Grundman	57669	0.0000
Calipatria Solar Farm	59088	0.0000
Cascade Solar	58590	0.0000
Desert Green Solar Farm LLC	57959	0.0000
Maricopa West Solar PV, LLC	59607	0.0000
Ramona 1	58909	0.0000

Ramona 2	58911	0.0000
Valley Center 1	58906	0.0000
Valley Center 2	58907	0.0000
Midway Solar Farm III	60315	0.0000
Bear Valley	457	0.0000
Catalina Solar LLC	57708	0.0000
Granger	60516	0.0000
Valley Center	60509	0.0000
Coram Energy LLC (ECT)	54298	0.0000
Oasis Wind	56302	0.0000
Pacific Wind LLC	57757	0.0000
Carlsbad Energy Center	59002	0.6014
Lake Hodges Hydroelectric Facility	57729	0.0000
R C Kirkwood	382	0.0000
John H Kerr	3833	0.0000
Crane Valley Powerhouse	230	0.0000
Coronal Lost Hills	59638	0.0000
Victory Garden Phase IV LLC	52160	0.0000
Exchequer	409	0.0000
Gianera	7231	0.8126
RE Rosamond Two LLC	58499	0.0000
Mount Signal Solar Farm II	61353	0.0000
MEBA	60496	0.0000
Gopher Creek Wind Farm	61417	0.0000
Valencia 1 Solar CA	61418	0.0000
MM Tulare Energy	55160	0.9953
Isabella Hydro Project	10139	0.0000
Terminus Hydroelectric Project	54343	0.0000
Santa Felicia Dam	50076	0.0000
Tulare Success Power Project	10222	0.0000
East Portal Generator	50375	0.0000
Bear Creek	50156	0.0000
Whitewater Hydro Plant	10162	0.0000
Springville Hydroelectric	56125	0.0000
Bishop Creek 2	323	0.0000
Bishop Creek 3	324	0.0000
Bishop Creek 4	325	0.0000
Bishop Creek 5	326	0.0000
Bishop Creek 6	327	0.0000
Borel	328	0.0000
Fontana	332	0.0000
Kaweah 1	337	0.0000
Kaweah 2	336	0.0000
Kaweah 3	338	0.0000
Kern River 1	340	0.0000

Lundy	342	0.0000
Mill Creek 3	7147	0.0000
Poole	353	0.0000
Portal	354	0.0000
Rush Creek	357	0.0000
Santa Ana 1	361	0.0000
Santa Ana 3	363	0.0000
Lower Tule River	365	0.0000
Green Beanworks B PV	61339	0.0000
Solar Blythe LLC	56939	0.0000
RE Rio Grande Solar LLC	58500	0.0000
Gaskell West 1 Solar Facility	61445	0.0000
RE Victor Phelan Solar One LLC	58202	0.0000
TA-High Desert LLC	58149	0.0000
Green Beanworks C PV	61215	0.0000
Green Beanworks D PV	61216	0.0000
Temescal Canyon RV, LLC	57656	0.0000
Corcoran Solar 2	59413	0.0000
Adobe Solar	57651	0.0000
Golden Springs Building C-1	57796	0.0000
Golden Springs Building D	57797	0.0000
Industry MetroLink PV 1	57860	0.0000
San Antonio West Solar Rooftop	57904	0.0000
SEPV 1	58073	0.0000
SEPV 2	58074	0.0000
Sunray 3	10438	0.0000
North Palm Springs 1A	57743	0.0000
North Palm Springs 4A	57722	0.0000
Powhatan Solar Power Generation Station 1 LLC	58611	0.0000
Otoe Solar Power Generation Station 1 LLC	58612	0.0000
Navajo Solar Power Generation Station 1 LLC	58610	0.0000
Lancaster Dry Farm Ranch B	58750	0.0000
Victor Dry Farm Ranch A	58418	0.0000
Victor Dry Farm Ranch B	58419	0.0000
Sierra Solar Greenworks	59431	0.0000
Coronus Adelanto West 1	59536	0.0000
Coronus Adelanto West 2	59537	0.0000
Garnet Solar Generation Station I LLC	58528	0.0000
RE Columbia 3 LLC	58502	0.0000
McCoy Solar Energy Project Hybrid	58462	0.0000
Industry Solar Power Generation Station 1 LLC	58609	0.0000

Newberry Solar 1 LLC	58226	0.0000
Little Rock Pham Solar	60026	0.0000
L-8 Solar Project	57836	0.0000
Heliocentric	57831	0.0000
One Ten Partners PV	61419	0.0000
Arrache 4006	58445	0.0000
Arrache 4013	58446	0.0000
Arrache 8083	58447	0.0000
Horn	58452	0.0000
Ma	58451	0.0000
Nunn	58448	0.0000
Rutan	58449	0.0000
Vinam	58450	0.0000
Watts 3115	58454	0.0000
Radiance Solar 5	58355	0.0000
Radiance Solar 4	58354	0.0000
SEPV 8	58234	0.0000
SEPV9 Power Plant	58227	0.0000
Summer Solar C2	58755	0.0000
Summer Solar D2	58756	0.0000
Summer Solar A2	58753	0.0000
Summer Solar B2	58754	0.0000
Rodeo Solar C2	58751	0.0000
Rodeo Solar D2	58752	0.0000
Expressway Solar C2	58763	0.0000
Exeter Solar	58306	0.0000
Lindsay Solar	58308	0.0000
Ivanhoe Solar	58307	0.0000
Porterville Solar	58309	0.0000
Tulare 1 and 2	58642	0.0000
Kettering Solar 1	59098	0.0000
Kettering Solar 2	59099	0.0000
Division 1	59094	0.0000
Division 2	59095	0.0000
Division 3	59096	0.0000
Diamond Valley Solar Project	59405	0.0000
Farmersville	59203	0.0000
Lone Valley Solar Park I LLC	58417	0.0000
Lone Valley Solar Park II LLC	59237	0.0000
US-TOPCO (Soccer Center)	60086	0.0000
Orion Solar II	58721	0.0000
Vega Solar	59555	0.0000
RE Adams East, LLC	58984	0.0000
Porterville 6 and 7	59219	0.0000
Hesperia	59182	0.0000

Oltmans SCE at Champagne	58581	0.0000
Oltmans SCE at Jurupa	58582	0.0000
SCE-Snowline-Duncan Road (North)	59359	0.0000
SCE-Snowline-Duncan Road (South)	59360	0.0000
Victor Mesa Linda B2	59269	0.0000
Victor Mesa Linda C2	59270	0.0000
Victor Mesa Linda D2	59271	0.0000
Victor Mesa Linda E2	59272	0.0000
Hanford 1 and 2	59300	0.0000
Desert Hot Springs Solar	58514	0.0000
SCE-Snowline-White Road (North)	59422	0.0000
SCE-Snowline-White Rd (Central)	59423	0.0000
Mitchell Solar, LLC	59411	0.0000
Rudy Solar, LLC	59410	0.0000
Madelyn Solar, LLC	59409	0.0000
SCE-Snowline-White Road (South)	59421	0.0000
Venable Solar 2	58290	0.0000
Lancaster Solar 1	59167	0.0000
Lancaster Solar 2	59169	0.0000
Morgan Lancaster 1	59942	0.0000
PVN Milliken, LLC	60790	0.0000
SEPV Palmdale East	59273	0.0000
Lancaster WAD B	59739	0.0000
Pumpjack Solar I	59322	0.0000
Catalina Solar 2, LLC	59334	0.0000
Citizen B	59738	0.0000
Wildwood Solar I, LLC	59380	0.0000
Adelanto Solar, LLC	59441	0.0000
Redcrest Solar Farm	58831	0.0000
Central Antelope Dry Ranch B LLC	60281	0.0000
Lancaster Little Rock	59262	0.0000
Solar Oasis LLC	59528	0.0000
Atwell Island West Solar	59414	0.0000
Adera Solar	60027	0.0000
Rancho Cucamonga Dist #1	59540	0.0000
Terra Francesco	59541	0.0000
Park Meridian #1	59539	0.0000
Santa Fe Springs Rooftop Solar BLDG H	58913	0.0000
Santa Fe Springs Rooftop Solar BLDG M	58912	0.0000
Adelanto Solar II, LLC	59440	0.0000
Central Antelope Dry Ranch C	59963	0.0000
North Lancaster Ranch	59962	0.0000
Summer North Solar	58757	0.0000
Nicolis Solar PV Plant	59600	0.0000
Tropico Solar PV Plant	59599	0.0000

SEPV 18	59730	0.0000
SEPV Mojave West	59740	0.0000
SunE Rochester	60032	0.0000
SunE- E Philadelphia Ontario	59916	0.0000
Longboat Solar, LLC	60485	0.0000
Algonquin SKIC 10 Solar, LLC	60242	0.0000
Portal Ridge Solar B, LLC	60310	0.0000
Rio Bravo Solar 1 LLC	59249	0.0000
Rio Bravo Solar II LLC	59250	0.0000
Wildwood Solar II	59253	0.0000
Jacumba Solar Farm	60947	0.0000
RE Garland A	60386	0.0000
CED Ducor 1	60078	0.0000
CED Ducor 2	60079	0.0000
CED Ducor 4	60081	0.0000
CED Ducor 3	60080	0.0000
Building F	60151	0.0000
Building G	60153	0.0000
Buidling L	60154	0.0000
Freeway Springs	60183	0.0000
Dulles	60182	0.0000
Antelope DSR 3	61265	0.0000
Lancaster	62056	0.0000
Valentine Solar, LLC	62288	0.0000
CalCity Solar 1	63054	0.0000
Solar Photovoltaic Project #02	56996	0.0000
Solar Photovoltaic Project #10	57224	0.0000
Solar Photovoltaic Project #15	57229	0.0000
Solar Photovoltaic Project #17	57231	0.0000
Solar Photovoltaic Project #18	57232	0.0000
Solar Photovoltaic Project #23	57236	0.0000
Solar Photovoltaic Project #26	57245	0.0000
Solar Photovoltaic Project #27	57246	0.0000
Solar Photovoltaic Project #12	57226	0.0000
Solar Photovoltaic Project #32	57534	0.0000
Solar Photovoltaic Project #33	57535	0.0000
Solar Photovoltaic Project #06	57220	0.0000
Solar Photovoltaic Project #08	57222	0.0000
Solar Photovoltaic Project #09	57223	0.0000
Solar Photovoltaic Project #11	57225	0.0000
Solar Photovoltaic Project #13	57227	0.0000
Solar Photovoltaic Project #16	57230	0.0000
Solar Photovoltaic Project #22	57237	0.0000
Solar Photovoltaic Project #05	57219	0.0000
Solar Photovoltaic Project #07	57221	0.0000

Solar Photovoltaic Project #03	57217	0.0000
Solar Photovoltaic Project #44	57540	0.0000
Solar Photovoltaic Project #42	57441	0.0000
Solar Photovoltaic Project #28	57247	0.0000
Solar Photovoltaic Project #48	57900	0.0000
Sky River LLC	50536	0.0000
Mountain View IV	57459	0.0000
Mountain View I&2	55719	0.0000
Edom Hills Project 1 LLC	50553	0.0000
Big Creek 1	317	0.0000
Big Creek 2	318	0.0000
Big Creek 2A	322	0.0000
Big Creek 3	319	0.0000
Big Creek 4	320	0.0000
Big Creek 8	321	0.0000
J S Eastwood	104	0.0000
Kern River 3	339	0.0000
Mammoth Pool	344	0.0000
Oxnard Wastewater Treatment Plant	50224	0.4369
Cal State Univ San Bernardino FC01	57544	0.2926
La Grange	440	0.0000
Turlock Lake	161	0.0000
Hickman	162	0.0000
Upper Dawson	489	0.0000
Golden Fields Solar I, LLC	60590	0.0000
Indian Valley Dam Hydro Project	50129	0.0000
H. Gonzales	56039	0.5924
Sullivan County - Adult Care Solar	60817	0.0000
Bear Valley Power Plant	56346	0.5434
Spring Canyon Expansion Wind Energy Ctr	58769	0.0000
CNE at Cambridge MD	59842	0.0000
Georgia Power at Wadley GA	59843	0.0000
Munich Re Plaza	59844	0.0000
Cedar Creek	3255	0.0000
FPL Energy Vansycle LLC (OR)	55989	0.0000
Gridley Main Two	58371	0.0000
Nacimiento Hydro Project	50352	0.0000
SEPV Imperial Dixieland East	60745	0.0000
SEPV Imperial Dixieland West	60744	0.0000
Seville 2	59723	0.0000
Midway Solar Farm II	60237	0.0000
Citizens Imperial Solar	62052	0.0000
Ormesa II	54724	0.0756
HL Solar	62655	0.0000
Mojave 16	50821	0.0000

Cottonwood Solar, LLC Cottonwood Carport	59703	0.0000
Tule River	289	0.0000
Angels	215	0.0000
Kingbird A Solar LLC	59868	0.0000
Stony Gorge	7151	0.0000
Grizzly	7338	0.0000
Friant Hydro Facility	50393	0.0000
Beardsley	414	0.0000
Black Butte	7229	0.0000
AVS Lancaster 1	60085	0.0000
Mount Signal Solar Farm V	61202	0.0000
Windland	50386	0.0000
Meadow Creek Project Company	58106	0.0000
Venice Hydro	72	0.0000
South Consolidated	100	0.0000
Horse Mesa	145	0.0000
Mormon Flat	148	0.0000
Roosevelt	149	0.0000
Stewart Mountain	150	0.0000
Lake Creek Dam	159	0.0000
Inskip	248	0.0000
Merced Falls	258	0.0000
San Joaquin 3	277	0.0000
Haiwee	398	0.0000
McSwain	410	0.0000
Woodleaf	419	0.0000
Devil Canyon	436	0.0000
Edward C Hyatt	437	0.0000
Cabin Creek	467	0.0000
Georgetown Hydro	472	0.0000
Grand Valley Project Power Plant	473	0.0000
Salida	474	0.0000
Shoshone (CO)	476	0.0000
Temescal	479	0.0000
Corona	480	0.0000
Rio Hondo	482	0.0000
Coyote Creek	483	0.0000
Red Mountain	484	0.0000
Manitou Springs	494	0.0000
Ruxton Park	495	0.0000
Boysen	505	0.0000
Lamar Plant	508	0.0000
Blue Mesa	512	0.0000
Estes	513	0.0000

Morrow Point	514	0.0000
Big Thompson	515	0.0000
Green Mountain	516	0.0000
Marys Lake	517	0.0000
Flatiron	518	0.0000
Pole Hill	519	0.0000
Lower Molina	520	0.0000
Upper Molina	521	0.0000
Navajo Dam	584	0.0000
South Fork Tolt	622	0.0000
Medicine Bow	692	0.0000
Moccasin Low Head Hydro Project	751	0.0000
Gem State	790	0.0000
American Falls	809	0.0000
Bliss	810	0.0000
Cascade Dam	813	0.0000
Clear Lake	814	0.0000
Lower Malad	815	0.0000
Lower Salmon	816	0.0000
Shoshone Falls	818	0.0000
Swan Falls	819	0.0000
Thousand Springs	820	0.0000
Twin Falls (ID)	821	0.0000
Upper Salmon A	822	0.0000
Upper Malad	823	0.0000
Dworshak	840	0.0000
City Power Plant	841	0.0000
Lower No 2	843	0.0000
Upper Power Plant	844	0.0000
Palisades Dam	850	0.0000
Albeni Falls	851	0.0000
Alamo	905	0.0000
Quincy Chute	917	0.0000
Hydro Plant No 3	925	0.0000
Manti Lower	1020	0.0000
Cochrane	2182	0.0000
Hauser	2185	0.0000
Morony	2191	0.0000
Mystic	2192	0.0000
Rainbow (MT)	2193	0.0000
Ryan	2194	0.0000
Hungry Horse	2203	0.0000
Yellowtail	2204	0.0000
Animas	2465	0.0000
East Side	3025	0.0000

Faraday	3045	0.0000
North Fork	3047	0.0000
River Mill	3049	0.0000
Round Butte	3050	0.0000
Sullivan	3053	0.0000
Carmen Smith	3067	0.0000
Leaburg	3068	0.0000
Walterville	3071	0.0000
Big Cliff	3074	0.0000
Cougar	3076	0.0000
Detroit	3077	0.0000
Dexter	3078	0.0000
Green Peter	3080	0.0000
Hills Creek	3081	0.0000
John Day	3082	0.0000
Lookout Point	3083	0.0000
McNary	3084	0.0000
Upper Beaver	3643	0.0000
Snake Creek	3658	0.0000
Brigham City	3666	0.0000
Hydro III	3675	0.0000
Manti Upper	3676	0.0000
Bartholomew	3688	0.0000
Spanish Fork	3691	0.0000
Gateway	3697	0.0000
Wanship	3698	0.0000
Boulder	3699	0.0000
Uintah	3704	0.0000
Electron	3854	0.0000
Meyers Falls	3868	0.0000
Yelm	3878	0.0000
The Dalles	3895	0.0000
Cushman 2	3915	0.0000
LaGrande	3916	0.0000
Mossyrock	3918	0.0000
Chief Joseph	3921	0.0000
Ice Harbor	3925	0.0000
Little Goose	3926	0.0000
Lower Monumental	3927	0.0000
Packwood	3929	0.0000
Fremont Canyon	4176	0.0000
Glendo	4177	0.0000
Guernsey	4178	0.0000
Kortes	4180	0.0000
Seminoe	4182	0.0000

Shoshone (WY)	4183	0.0000
Fontenelle	4185	0.0000
Island Park	4204	0.0000
PHP 1	4213	0.0000
PHP 2	4214	0.0000
Echo Dam	4263	0.0000
Helms Pumped Storage	6100	0.0000
Crystal	6159	0.0000
Grand Coulee	6163	0.0000
Libby	6172	0.0000
Lost Creek	6174	0.0000
Lower Granite	6175	0.0000
W E Warne	6196	0.0000
Ross	6202	0.0000
Ames Hydro	6207	0.0000
Mount Elbert	6208	0.0000
Felt	6359	0.0000
Strawberry Creek	6393	0.0000
Swift Creek	6394	0.0000
Anderson Ranch	6395	0.0000
Black Canyon	6396	0.0000
Boise R Diversion	6397	0.0000
Minidoka	6398	0.0000
Canyon Ferry	6400	0.0000
Elephant Butte	6402	0.0000
Green Springs	6403	0.0000
Deer Creek (UT)	6404	0.0000
Flaming Gorge	6405	0.0000
Chandler	6406	0.0000
Roza	6407	0.0000
Heart Mountain	6408	0.0000
Alcova	6409	0.0000
Madison Dam	6422	0.0000
Cedar Falls (WA)	6430	0.0000
Gorge	6431	0.0000
Diablo	6432	0.0000
Azusa	6449	0.0000
Oak Grove	6505	0.0000
Moyie Springs	6506	0.0000
Drop 2 (WA)	6507	0.0000
Fleish	6513	0.0000
Verdi	6531	0.0000
Washoe	6532	0.0000
Little Cottonwood	6537	0.0000
Foster	6552	0.0000

Fort Peck	6623	0.0000
Lake Mathews	6644	0.0000
Foothill Feeder	6645	0.0000
San Dimas	6646	0.0000
Yorba Linda	6647	0.0000
Lower No 1	7012	0.0000
Unit 4	7015	0.0000
Hydro II	7034	0.0000
Mojave Siphon	7072	0.0000
Upper Salmon B	7079	0.0000
PEC Headworks	7113	0.0000
Wynoochee	7127	0.0000
Thermalito Diverson Dam	7129	0.0000
Pine View Dam	7132	0.0000
Waddell	7164	0.0000
Milner Hydro	7190	0.0000
Tesla	7233	0.0000
Skookumchuck	7259	0.0000
Buffalo Bill	7317	0.0000
McPhee	7372	0.0000
Towaoc	7373	0.0000
Cowlitz Falls	7427	0.0000
Dalles Dam North Fishway Project	7431	0.0000
Basalt	7458	0.0000
Lake Mendocino	7489	0.0000
Stone Creek	7508	0.0000
McNary Dam Fish Attraction Project	7511	0.0000
Spirit Mountain	7541	0.0000
Causey	7548	0.0000
H M Jackson	7588	0.0000
El Vado Dam	7593	0.0000
Abiquiu Dam	7789	0.0000
Snoqualmie 2	7867	0.0000
Pine Flat	7907	0.0000
Kern Canyon	7911	0.0000
Diamond Valley Lake	7942	0.0000
Newhalem	9842	0.0000
Little Mac Project	10049	0.0000
Foothills Hydro Plant	10070	0.0000
Strontia Springs Hydro Plant	10081	0.0000
South Dry Creek Hydro	10138	0.0000
Birch Creek Power	10140	0.0000
South Forks Hydro	10296	0.0000
Copper Dam Plant	10323	0.0000
Peters Drive Plant	10324	0.0000

Mink Creek Hydro	10325	0.0000
Dillon Hydro Plant	10421	0.0000
Williams Fork Hydro Plant	10422	0.0000
North Fork Hydro Plant	10423	0.0000
Gross Hydro Plant	10424	0.0000
Barber Dam	10735	0.0000
Sprague Hydro	10737	0.0000
Magic Dam Hydroelectric Project	10740	0.0000
Koyle Ranch Hydroelectric Project	10781	0.0000
Crystal Springs	10806	0.0000
Dietrich Drop	10807	0.0000
Low Line Rapids	10808	0.0000
Rock Creek II	10809	0.0000
Sheep Creek Hydro	50091	0.0000
R E Badger Filtration Plant	50147	0.0000
Vallecito Hydroelectric	50206	0.0000
Rocky Brook Hydroelectric	50228	0.0000
New Lahontan	50261	0.0000
Redlands Water & Power	50267	0.0000
Marco Ranch	50323	0.0000
Michell Butte Power Project	50360	0.0000
Owyhee Dam Power Project	50361	0.0000
Tunnel 1 Power Project	50362	0.0000
Upriver Dam Hydro Plant	50380	0.0000
Twin Reservoirs	50382	0.0000
Cowiche	50423	0.0000
Sugarloaf Hydro Plant	50435	0.0000
Lilliwaup Falls Generating	50700	0.0000
Notch Butte Hydro	50718	0.0000
Stillwater Facility	50765	0.0000
East Winds Project	50820	0.0000
Twin Falls Hydro	50827	0.0000
El Dorado Hydro Elk Creek	50891	0.0000
Bypass	50895	0.0000
S E Hazelton A	50896	0.0000
Middle Fork Irrigation District	50917	0.0000
Galesville Project	50938	0.0000
Slate Creek	50961	0.0000
Marsh Valley Development	50972	0.0000
Siphon Power Project	50980	0.0000
Rock Creek I	50987	0.0000
Quail Creek Hydro Plant #1	52039	0.0000
Mojave 4	52142	0.0000
Lacomb Irrigation District	52155	0.0000
Helzel & Schwarzhoff 88 Wind Farm	52165	0.0000

Falls Creek	52187	0.0000
Broadwater Power Project	54006	0.0000
San Gabriel Hydro Project	54017	0.0000
Hillcrest Pump Station	54142	0.0000
Opal Springs Hydro	54251	0.0000
Koma Kulshan Associates	54267	0.0000
Wilson Lake Hydroelectric Project	54306	0.0000
Little Wood Hydro Project	54386	0.0000
Weeks Falls	54387	0.0000
Dry Creek Project	54394	0.0000
EDF Renewable Windfarm V Inc	54453	0.0000
Blind Canyon Hydro	54514	0.0000
Horseshoe Bend Hydroelectric Co	54524	0.0000
Hazelton B Hydro	54558	0.0000
Swanmill Windfarm I	54650	0.0000
Kanaka	54653	0.0000
Falls River Hydro	54668	0.0000
Ford Hydro LP	54674	0.0000
Boulder City Lakewood Hydro	54679	0.0000
Boulder City Betasso Hydro Plant	54680	0.0000
Difwind Farms Ltd VI	54686	0.0000
Warm Springs Power Enterprises	54721	0.0000
Taylor Draw Hydroelectric Facility	54729	0.0000
Mile 28 Water Power Project	54812	0.0000
Black Creek	54860	0.0000
Vansycle	55125	0.0000
FPL Energy Vansycle LLC (WA)	55560	0.0000
Foote Creek IV	55610	0.0000
Condon Windpower LLC	55739	0.0000
Ridge Crest Wind Partners	55741	0.0000
Boulder City Silver Lake Hydro	55931	0.0000
New Mexico Wind Energy Center	56097	0.0000
Kimball Wind	56106	0.0000
Colorado Green Holdings LLC	56173	0.0000
Combine Hills I	56195	0.0000
Prescott Airport	56228	0.0000
Helzel & Schwarzhoff 86	56275	0.0000
ZCO	56276	0.0000
Fossil Gulch	56308	0.0000
Aragonne Wind LLC	56336	0.0000
Burley Butte Windpark	56434	0.0000
Golden Valley Wind Park LLC	56435	0.0000
Milner Dam Wind Park LLC	56437	0.0000
Oregon Trail Wind Park	56439	0.0000
Salmon Falls Wind Park	56441	0.0000

Thousand Springs Wind Park	56442	0.0000
Tuana Gulch Wind Park	56443	0.0000
SunE Alamosa	56481	0.0000
Mora Drop Hydroelectric Project	56498	0.0000
Tiber Dam Hydroelectric Plant	56499	0.0000
Nellis Air Force Base Solar Array	56568	0.0000
Horseshoe Bend Wind Park	56591	0.0000
Mountain Home	56636	0.0000
Bennett Creek Windfarm LLC "Mountain Home"	56637	0.0000
Russell D Smith	56694	0.0000
Summer Falls Power Plant	56695	0.0000
Eltopia Branch Canal 4.6	56696	0.0000
Potholes East Canal 66.0	56697	0.0000
Main Canal Headworks	56698	0.0000
Spanish Fork Wind Park 2 LLC	56751	0.0000
Solana Generating Station	56812	0.0000
Denver Int Airport	56815	0.0000
Wheat Field Wind Power Project	56854	0.0000
Bolthouse S&P and Rowen Farms Solar	56862	0.0000
Chester Diversion Hydroelectric Project	56893	0.0000
Gap Pacific Distribution Center	56909	0.0000
WWRF Solar Plant	56922	0.0000
Threemile Canyon	56933	0.0000
Cassia Wind	56934	0.0000
Cassia Gulch	56935	0.0000
High Lonesome Mesa LLC	56945	0.0000
Happy Jack Windpower Project	56960	0.0000
Butter Creek Power LLC	56967	0.0000
Big Top LLC	56968	0.0000
Four Corners Windfarm LLC	56969	0.0000
Four Mile Canyon Windfarm LLC	56970	0.0000
Oregon Trail Windfarm LLC	56971	0.0000
Pacific Canyon Windfarm LLC	56972	0.0000
Sand Ranch Windfarm LLC	56973	0.0000
Wagon Trail LLC	56974	0.0000
Ward Butte Windfarm LLC	56975	0.0000
Arrowrock Hydroelectric Project	56997	0.0000
SunEdison Walgreens Moreno Valley	57004	0.0000
Mariani Packing Vacaville Solar	57005	0.0000
Walgreens Woodland Distribution Center	57006	0.0000
SunEdison Ironwood State Prison	57007	0.0000
SunEdison Procter & Gamble Oxnard	57008	0.0000
Kohls San Bernardino Solar Facility	57009	0.0000
SunEdison Anheuser Busch Fairfield	57010	0.0000

Chuckawalla Valley State Prison	57011	0.0000
SunEdison Walmart Apple Valley DC	57012	0.0000
NaturEner Glacier Wind Energy 2	57050	0.0000
Silver Sage Windpower	57091	0.0000
Casper Wind Farm	57093	0.0000
Dry Lake Wind LLC	57098	0.0000
Payne's Ferry	57124	0.0000
Camp Reed	57125	0.0000
Yahoo Creek	57126	0.0000
Tuana Springs	57136	0.0000
RV CSU Power LLC	57141	0.0000
Colorado Highlands Wind	57174	0.0000
Cimarron Solar Facility	57243	0.0000
Kit Carson Windpower	57244	0.0000
Victor Valley CC CPV Solar	57254	0.0000
Texico Wind Ranch LP	57258	0.0000
Crescent Dunes Solar Energy	57275	0.0000
Dutch Wind Energy	57301	0.0000
Maclay Solar Project	57308	0.0000
Pacific Cruise Ship Terminals Berth 93	57309	0.0000
1420 Coil Av #C	57310	0.0000
Occidental College Solar Project	57311	0.0000
Metro Support Services Center Solar	57313	0.0000
San Luis Valley Solar Ranch	57317	0.0000
Poseidon Solar, LLC	57318	0.0000
Luke Solar	57324	0.0000
Roadrunner Solar	57338	0.0000
Red Mesa Wind LLC	57357	0.0000
Siphon Drop Power Plant	57364	0.0000
Cogentrix of Alamosa	57368	0.0000
Questa Solar Facility	57369	0.0000
Bellevue Solar Project	57372	0.0000
Greater Sandhill I	57377	0.0000
Poseidon Wind, LLC	57379	0.0000
UASTP I	57392	0.0000
Yolo County Solar Project	57422	0.0000
Buffalo Ridge II LLC	57424	0.0000
Ryegrass Windfarm	57427	0.0000
Hammett Hill Windfarm	57428	0.0000
Mainline Windfarm	57429	0.0000
Desert Meadow Windfarm	57430	0.0000
Cold Springs Windfarm	57431	0.0000
Juniper Ridge Hydroelectric Project	57437	0.0000
Silver State Solar Power North	57442	0.0000
Two Ponds Windfarm	57444	0.0000

FRV SI Transport Solar LP	57506	0.0000
RV CSU Power II LLC	57507	0.0000
Carson Solar I	57509	0.0000
Roger Road WWTP	57524	0.0000
Garland Canal Power Plant	57551	0.0000
AFA Solar Farm	57554	0.0000
La Senita	57556	0.0000
Chino Solar Valley	57560	0.0000
Cotton Center Solar Hybrid	57561	0.0000
Paloma Solar Hybrid	57562	0.0000
Hyder Solar Hybrid	57563	0.0000
Albuquerque Solar Energy Center	57567	0.0000
Los Lunas Solar Energy Center	57571	0.0000
Deming Solar Energy Center	57575	0.0000
Las Vegas Solar Energy Center	57576	0.0000
Alamogordo Solar Energy Center	57577	0.0000
PaTu Wind Farm LLC	57578	0.0000
Robert O Schulz Solar Farm	57579	0.0000
Hatch Solar Energy Center I, LLC	57591	0.0000
Teichert Materials-Teichert Vernalis	57594	0.0000
Foundation ST	57626	0.0000
Vestas Towers America, Inc.	57643	0.0000
City & County of Denver at Denver Int'l	57645	0.0000
Yamhill Solar LLC	57652	0.0000
Bakersfield College Solar 01	57655	0.0000
Avra Valley Solar	57657	0.0000
Macys Goodyear	57673	0.0000
Post Rock Wind Power Project, LLC	57678	0.0000
City of Boulder WWTP	57681	0.0000
City of Madera WWTP	57682	0.0000
Staples La Mirada, CA	57683	0.0000
Turnbull Hydro	57690	0.0000
Flatirons Campus (FC)	57692	0.0000
DOE Golden NWTC Research Side Hybrid	57693	0.0000
DOE Golden NREL Main Campus	57694	0.0000
Aerojet I	57697	0.0000
Aerojet II	57698	0.0000
SPS1 Dollarhide	57736	0.0000
SPS2 Jal	57737	0.0000
SPS3 Lea	57738	0.0000
SPS4 Monument	57739	0.0000
SPS5 Hopi	57740	0.0000
Gordon Butte Wind LLC	57748	0.0000
Sawtooth Wind Project	57749	0.0000
Coastal Energy Project	57756	0.0000

Power County Wind Park South	57760	0.0000
Power County Wind Park North	57761	0.0000
Youngs Creek Hydroelectric Project	57763	0.0000
Naval Air Weapons Station China Lake	57764	0.0000
Arizona Western College PV	57765	0.0000
Rockland Wind Farm	57766	0.0000
Palo Verde College	57773	0.0000
Kingman 1	57775	0.0000
RE Bagdad Solar I LLC	57790	0.0000
Foundation AB	57791	0.0000
Foundation IE	57792	0.0000
RE Ajo 1 LLC	57795	0.0000
Lime Wind	57803	0.0000
Dinuba Wastewater Treatment Plant	57827	0.0000
ISH Solar Hospital SDMC	57840	0.0000
ISH Solar Hospital Downey	57841	0.0000
North Hollywood	57854	0.0000
Univ of California San Diego Solar	57856	0.0000
Castle Rock Vineyards	57870	0.0000
2555 E Olympic Bl	57871	0.0000
Baldock Solar Highway	57882	0.0000
Queen Creek Solar Farm	57883	0.0000
Improvement Dst No. 4	57895	0.0000
Solar Star California II LLC	57933	0.0000
Walmart Casa Grande	57939	0.0000
Macho Springs Power I	57947	0.0000
Musselshell Wind Project	57963	0.0000
Musselshell Wind Project Two LLC	57965	0.0000
Butte College Main Campus Solar	57970	0.0000
Busch Ranch Wind Energy Farm	57980	0.0000
Meridian Vineyards	57982	0.0000
SunE EPE2 LLC	57985	0.0000
SunE EPE1 LLC	57986	0.0000
Foothills Solar Plant Hybrid	57997	0.0000
Salt Palace Solar Gen Plant	58006	0.0000
WSMR I	58010	0.0000
High Mesa	58019	0.0000
IKEA Tejon 345	58028	0.0000
Buckeye Union HS District 201	58037	0.0000
Black Mountain Solar LLC	58042	0.0000
Edwards Air Force Base	58076	0.0000
Intel Folsom	58086	0.0000
Foundation Cemex River Plant	58101	0.0000
Foundation Cemex BMQ	58102	0.0000
Foundation Superior Farms	58104	0.0000

Foundation Wal-Mart Red Bluff	58105	0.0000
Foundation Cemex Madison	58112	0.0000
Foundation RRM	58113	0.0000
Foundation NWNA	58114	0.0000
Depot Park Solar System	58119	0.0000
Outback Solar At Christmas Valley	58131	0.0000
Prescott Solar Plant	58147	0.0000
Black Cap Solar Plant	58150	0.0000
Crafton Hills College Solar Farm	58170	0.0000
Prairie Fire	58171	0.0000
Saddle Mountain Solar I	58213	0.0000
Grassland 1&2 Solar Project	58217	0.0000
Spion Kop Wind Farm	58218	0.0000
Tahquitz High School	58232	0.0000
Kit Carson	58240	0.0000
West Valley High School Solar	58244	0.0000
VA Sepulveda Ambulatory Care Center	58249	0.0000
Los Alamos PV Site	58256	0.0000
FAA NorCal TRACON	58261	0.0000
Badger 1	58262	0.0000
Jewish Community Center PV	58292	0.0000
Paradise Valley H.S. PV	58293	0.0000
Gridley Main	58370	0.0000
Hyder II Hybrid	58383	0.0000
Fargo Drop	58384	0.0000
Flint Creek Hydroelectric LLC	58392	0.0000
CSU Northridge Plant	58422	0.0000
Swauk Wind LLC	58441	0.0000
45 Mile Hydroelectric Project	58455	0.0000
C-Drop Hydro	58470	0.0000
Las Vegas WPCF Solar Plant	58477	0.0000
SEV NM Phase 2	58479	0.0000
CSU Pueblo	58481	0.0000
Picture Rocks Solar, LLC	58486	0.0000
Apex Solar PV Power Project	58489	0.0000
Spectrum Solar PV Power Project	58490	0.0000
RE Gillespie 1 LLC	58501	0.0000
Chuckawalla Solar	58506	0.0000
Ironwood Solar LLC	58513	0.0000
Union HS at Casa Grande	58516	0.0000
Vista Grande HS at Casa Grande	58517	0.0000
Otero Solar	58520	0.0000
Manzano Solar	58521	0.0000
Madera Community Hospital	58522	0.0000
Crown Cooling Facility	58527	0.0000

Lake Pleasant WTP	58539	0.0000
Silver City WWTP PV Project	58540	0.0000
Gilbert Solar Facility I, LLC	58543	0.0000
Mountain View Solar	58544	0.0000
Community Solar 1	58545	0.0000
SMPA Solar 1 Community Solar	58547	0.0000
Huerfano River Wind	58548	0.0000
GSE NM1	58576	0.0000
Sue Cleveland High School	58588	0.0000
Rio Rancho High School	58589	0.0000
Beryl Solar Plant	58598	0.0000
Cedar Valley Solar Plant	58599	0.0000
Buckhorn Solar Plant	58600	0.0000
Milford Flat Solar Plant	58601	0.0000
Laho Solar Plant	58602	0.0000
Greenville Solar Plant	58603	0.0000
Granite Peak Solar Plant	58604	0.0000
Sol Orchard El Centro PV	58621	0.0000
Carter Hydro	58622	0.0000
Actus Lend Lease DMAFB	58632	0.0000
Monterey Regional Water Pollution Control Agency	58633	0.0000
Lancaster Baptist Church	58634	0.0000
Sacramento Fairbain Water Treatment Plant	58636	0.0000
Utah Red Hills Renewable Energy Park	58660	0.0000
Blue Sky One	58689	0.0000
Nooksack Hydro	58696	0.0000
Mira Loma	58698	0.0000
Phoenix Airport East Economy Lot	58708	0.0000
Phoenix Airport Rental Car Center	58709	0.0000
North Bay Solar 1	58748	0.0000
Expressway Solar A	58761	0.0000
Expressway Solar B	58762	0.0000
South Canal Hydro-1	58783	0.0000
South Canal Hydro-3	58784	0.0000
Storrie Lake Solar Project	58794	0.0000
Cogenra - TEP	58832	0.0000
Red Horse 2	58833	0.0000
Gato Montes Solar, LLC	58842	0.0000
ASTI	58889	0.0000
Beringer	58890	0.0000
Prosperity Energy Storage Facility Hybrid	58899	0.0000
Tri-County Water Hydropower Project	58901	0.0000
Intel Folsom Phase 2	58954	0.0000

Oregon University System OIT Klamath Falls	58961	0.0000
Las Virgenes Municipal Water District	58963	0.0000
Fairfield Wind	58966	0.0000
Fort Huachuca Solar PV Project	58972	0.0000
RE Camelot LLC	58983	0.0000
Two Dot Wind Farm	59003	0.0000
Gila Bend Hybrid	59020	0.0000
Rio Rico Solar	59044	0.0000
Vacaville	59058	0.0000
Chopin Wind LLC	59076	0.0000
CSD 2- Freedom High	59129	0.0000
CSD 2 - Heritage High	59130	0.0000
Dartmouth Landfill	59131	0.0000
EAFB - North Base	59132	0.0000
EAFB - South Base	59133	0.0000
SDCCD - Miramar	59138	0.0000
SDCWA - Twin Oaks	59139	0.0000
Brighton PV Solar Plant	59144	0.0000
Avalon Solar	59168	0.0000
Sterling PV 3	59198	0.0000
Mesa PV1	59199	0.0000
Eagle Springs Solar LLC	59239	0.0000
California PV Energy at ISD WWTP	59283	0.0000
Sacramento (SMUD)	59323	0.0000
Golden Acorn Casino	59328	0.0000
City of Soledad Water Reclamation	59329	0.0000
Taylor Farms	59330	0.0000
Anheuser-Busch #2	59331	0.0000
Dorena Hydro-Electric Facility	59357	0.0000
Old Mill Solar	59374	0.0000
Escalante Solar I, LLC	59387	0.0000
Escalante Solar II, LLC	59388	0.0000
Escalante Solar III, LLC	59389	0.0000
Eubank Landfill Solar Array	59393	0.0000
Searchlight Solar	59404	0.0000
Newman Solar	59407	0.0000
Solar Las Vegas MB-1	59430	0.0000
Desert Star	59444	0.0000
Valencia Solar	59454	0.0000
Tech Park Solar	59455	0.0000
Denver Intl Airport IV Solar	59462	0.0000
Ft. Churchill PV	59472	0.0000
Apple Campus 2 PV	59473	0.0000
Jett Creek Windfarm (Burnt River)	59490	0.0000

Benson Creek Windfarm (Burnt River)	59491	0.0000
Durbin Creek Windfarm (Burnt River)	59492	0.0000
Prospector Windfarm (Burnt River)	59493	0.0000
Willow Spring Windfarm (Burnt River)	59494	0.0000
Wright Solar Park	59525	0.0000
Sandoval Solar Energy Center	59558	0.0000
Springer Solar 1	59560	0.0000
Meadow Lake Solar Energy Center	59618	0.0000
Cibola	59619	0.0000
South Milford Solar Plant	59620	0.0000
Sandstone Solar	59634	0.0000
Forever 21 Retail, Inc.	59651	0.0000
Nordhoff Place	59652	0.0000
City of Truth or Consequences PV	59653	0.0000
Comanche Solar	59656	0.0000
Imperial Valley Solar Co (IVSC) 2, LLC	59657	0.0000
Mt. Home Solar 1, LLC	59695	0.0000
Sunnyside Ranch Community Solar Array	59742	0.0000
DSH (CA) - Coalinga State Hospital	59746	0.0000
River Mountains Solar	59747	0.0000
CDCR (CA) - Pleasant Valley State Prison	59748	0.0000
Davis Monthan AFB (AZ) West Airfield	59779	0.0000
Fiddler's Canyon #2	59786	0.0000
Fiddler's Canyon #1	59787	0.0000
Oregon University System Rabbit Field	59790	0.0000
Colon PV	59798	0.0000
Airport 1 Solar (DIA)	59807	0.0000
Tooele Army Depot	59817	0.0000
Mohave Electric at Fort Mohave	59819	0.0000
Playa Solar 1, LLC	59827	0.0000
Pikes Peak Solar Garden 1 LLC CSG	59848	0.0000
Adams Community Solar Garden LLC	59849	0.0000
Adams Community Solar Garden III LLC	59850	0.0000
UC Davis South Campus	59872	0.0000
Nellis Solar PV II	59919	0.0000
Fiddler's Canyon 3	59932	0.0000
Iron Springs Solar, LLC	59941	0.0000
Granite Mountain Solar West, LLC	59945	0.0000
Granite Mountain Solar East, LLC	59946	0.0000
Milford 2	59958	0.0000
Golden West Power Partners LLC	59974	0.0000
Carousel Wind Farm LLC	59975	0.0000
Hooper Solar	60008	0.0000
SR Jenkins Ft Lupton	60023	0.0000
Steel Bridge Solar, LLC	60057	0.0000

Lindberg FIeld Solar	60060	0.0000
Avalon Solar II	60062	0.0000
Fresno Solar	60083	0.0000
Oregon Convention Center	60112	0.0000
Granby Hydro	60119	0.0000
Peak View Wind Farm	60143	0.0000
Solverde 1	60185	0.0000
Whitethorn Solar LLC	60193	0.0000
South Valley Solar Energy Center	60195	0.0000
Santa Fe Solar Energy Center	60196	0.0000
Santolina Solar Energy Center	60197	0.0000
Rio Communities Solar Energy Center	60198	0.0000
Strata Roof 1	60219	0.0000
Estrella Mountain PV	60230	0.0000
Genentech-Oceanside Hybrid	60231	0.0000
Valley View Solar	60247	0.0000
Skylark	60248	0.0000
Weymouth Solar Plant	60255	0.0000
Alta Luna	60258	0.0000
Playa Solar 2	60261	0.0000
SR Mavericks	60283	0.0000
Red Horse III	60285	0.0000
Montana Solar Facility	60300	0.0000
Holloman Solar Facility	60301	0.0000
San Isabel Solar, LLC	60304	0.0000
Jeffco Community Solar Gardens LLC	60320	0.0000
Grove Solar Center, LLC	60330	0.0000
Hyline Solar Center, LLC	60331	0.0000
Open Range Solar Center, LLC	60332	0.0000
Railroad Solar Center, LLC	60333	0.0000
Thunderegg Solar Center, LLC	60334	0.0000
Vale Air Solar Center, LLC	60335	0.0000
Wal-Mart Truth or Consequences PV	60341	0.0000
Solar Las Vegas MB 2, LLC	60350	0.0000
Bison Solar LLC	60351	0.0000
Boulder Solar Power, LLC	60352	0.0000
Sulphur Springs	60381	0.0000
Bonnybrooke PV	60413	0.0000
Calligan Creek Hydroelectric Project	60418	0.0000
RCWD PV Project	60426	0.0000
CA Dept of Public Health at Richmond	60428	0.0000
Three Peaks Power	60432	0.0000
E&B Resources	60446	0.0000
Corcoran	60450	0.0000
Red Rock	60467	0.0000

Greenfield Wind - MT	60486	0.0000
Springbok 3 Solar Farm Hybrid	60491	0.0000
SR Skylark B	60497	0.0000
Clear Spring Ranch PV Project	60511	0.0000
Hancock Creek Hydroelectric Project	60517	0.0000
NorWest Energy 2, LLC	60548	0.0000
Solar Blythe 2	60558	0.0000
Jacobson 5 MW Solar	60603	0.0000
BC Solar	60616	0.0000
Rush Creek Wind	60619	0.0000
Amphitheater High School Solar	60684	0.0000
Canyon Del Oro High School Solar	60685	0.0000
Weld 1 Community Solar Array	60720	0.0000
Logan 1 Community Solar Array	60722	0.0000
Conejos 1 Community Solar Array	60723	0.0000
Arapahoe 3 Community Solar Array	60724	0.0000
Xcel Adams 2 Community Solar Array	60725	0.0000
Xcel Adams 1 Community Solar Array	60726	0.0000
Victory Solar LLC	60764	0.0000
SunAnza	60791	0.0000
CEC Solar #1117, LLC	60801	0.0000
Cloverdale Solar Center	60813	0.0000
Weber State University - Davis Campus PV	60821	0.0000
Intel - Ocotillo Campus Solar	60822	0.0000
Valley Sanitary District WTP Solar	60824	0.0000
Genentech Vacaville Meter #1	60844	0.0000
US GSA - Sacramento	60846	0.0000
Dept of General Services -FTB	60861	0.0000
Timothy Lake Powerhouse	60868	0.0000
Solar Star California, XLIV, LLC	60869	0.0000
Boulder Solar II, LLC	60885	0.0000
Pavant Solar III	60886	0.0000
Westmont 300B	60914	0.0000
OSLH, LLC	60976	0.0000
CSUF State College	60978	0.0000
CSUF Nutwood Solar	60979	0.0000
Lindberg Field Solar 2	60984	0.0000
Iron Horse Battery Storage Hybrid	60996	0.0000
SCDA Solar 1	61006	0.0000
Twin Buttes II Wind	61040	0.0000
Foundation CDCR LAC	61066	0.0000
Foundation Scheid Vineyards	61067	0.0000
Pima Community College - East Campus	61104	0.0000
Quichapa 1	61119	0.0000

Quichapa 2	61120	0.0000
Quichapa 3	61121	0.0000
Intel Folsom Phase 3	61152	0.0000
Big Timber Wind Farm	61155	0.0000
Columbus Solar Project	61165	0.0000
Shavano Falls Hydro	61189	0.0000
Shavano Falls Hydro Drop 4	61190	0.0000
Drop 5	61191	0.0000
IKEA Las Vegas 462	61193	0.0000
Merck - Upper Gwynedd Solar Array	61198	0.0000
T0588 Phoenix - AZ	61199	0.0000
OR Solar 3, LLC	61201	0.0000
Sacramento Regional County Sanitation PV	61209	0.0000
Head of U Canal Hydro Project	61217	0.0000
Westmont 300A	61249	0.0000
Kayenta Solar Project	61268	0.0000
Gray Hawk Solar	61272	0.0000
River Bend Solar, LLC	61289	0.0000
South Mills Solar, LLC	61290	0.0000
Green Meadow Solar, LLC	61291	0.0000
SR Kersey	61314	0.0000
Great Divide Solar, LLC	61335	0.0000
Black Eagle Solar, LLC	61336	0.0000
Magpie Solar, LLC	61337	0.0000
Mill Creek Solar (OR)	61338	0.0000
Westmont 400A	61348	0.0000
Westmont 400B	61349	0.0000
Amazon - Patterson PV	61377	0.0000
OR Solar 5, LLC	61423	0.0000
OR Solar 8, LLC	61424	0.0000
Coyote Ridge Community Solar	61425	0.0000
OR Solar 6, LLC	61430	0.0000
Panasonic Carport Solar Hybrid	61439	0.0000
Foundation California Training Facility	61442	0.0000
Foundation Mann Packing	61443	0.0000
Foundation Salinas Valley State Prison	61444	0.0000
SR Platte Solar Farm	61462	0.0000
Vandenberg Solar Project	61463	0.0000
San Luis Solar Garden	61472	0.0000
Klamath Falls Solar 2 CSG	61553	0.0000
Facebook 1 Solar Energy Center	61556	0.0000
Facebook 2 Solar Energy Center	61557	0.0000
Facebook 3 Solar Energy Center	61558	0.0000
Woodline Solar	61559	0.0000

Eagle Point Solar	61560	0.0000
Denver Metro Solar	61563	0.0000
Tumbleweed Solar, LLC	61580	0.0000
San Luis Valley Solar Array	61605	0.0000
Vilas Solar Array	61606	0.0000
Stenner Creek Solar	61607	0.0000
Techren Solar I LLC	61611	0.0000
CDCR (CA) - Solano State Prison	61619	0.0000
CDCR (CA) - Corcoran State Prison	61620	0.0000
CDCR (CA) - Wasco State Prison	61621	0.0000
Kilroy Solar	61628	0.0000
Chiloquin Solar, LLC	61631	0.0000
Carrizozo Solar	61662	0.0000
Pinal Central Energy Center Hybrid	61678	0.0000
USG 1	61682	0.0000
USG 2	61683	0.0000
IVC Solar	61692	0.0000
Folsom SP and CSP Sacramento	61698	0.0000
Aerolease	61718	0.0000
Quincy II Solar Garden	61752	0.0000
Imboden Solar Garden	61753	0.0000
Stage Gulch Solar	61791	0.0000
Lavio Solar	61792	0.0000
EGP Stillwater Solar PV II, LLC	61809	0.0000
Titan Solar	61811	0.0000
Target Shafter	61824	0.0000
Dignity - Siena Campus	61825	0.0000
Dayton Cutoff Solar	61827	0.0000
Valley Creek Solar	61828	0.0000
Silverton Solar	61829	0.0000
Sheep Solar	61830	0.0000
Colton Solar	61831	0.0000
Interstate Solar	61832	0.0000
Soboba Community Solar Project	61834	0.0000
Grand Ronde Solar	61835	0.0000
SeaWorld Aquatica	61843	0.0000
Jordanelle Dam Hydroelectric Project	61853	0.0000
Dignity - San Martin	61862	0.0000
Bar D	61886	0.0000
National Raisin	61894	0.0000
Casa Mesa Wind Energy Center Hybrid	61925	0.0000
Techren Solar II LLC	61930	0.0000
Adams Nielson Solar	61933	0.0000
Gavilan District College Solar Project	61993	0.0000
UC Merced Solar Hybrid	61995	0.0000

UC Riverside Lots 30 & 32	62016	0.0000
Stanford Campus Solar	62020	0.0000
CSU Long Beach Lots 7 & 14	62028	0.0000
Santa Rosa Junior College Petaluma Solar	62039	0.0000
Pima Community College	62075	0.0000
Blue Shld Of Cal- El Dorado Hlls Mtr B	62077	0.0000
Roseville Solar	62114	0.0000
Syncarpha Eagle Nest	62149	0.0000
Chaffey College Rancho Cucamonga Campus	62150	0.0000
Clif Bar Bakery of Twin Falls	62151	0.0000
Boring Solar LLC	62169	0.0000
Ballston Solar LLC	62170	0.0000
Labish Solar LLC	62171	0.0000
CNMEC Solar Energy Center	62191	0.0000
Oak Leaf Solar XXVII LLC	62224	0.0000
Oak Leaf Solar XXX LLC (CSG)	62239	0.0000
NorWest Energy 9 LLC	62241	0.0000
County of San Diego SBRC	62242	0.0000
Oak Leaf Solar XXI (CSG)	62243	0.0000
Oak Leaf Solar XXXI LLC (CSG)	62244	0.0000
Oak Leaf Solar XXV LLC (CSG)	62245	0.0000
Target Woodland Solar Project	62246	0.0000
Oak Leaf Solar XXXII (CSG)	62251	0.0000
Oak Leaf Solar XXII LLC (CSG)	62252	0.0000
Oak Leaf Solar XXIV LLC (CSG)	62253	0.0000
Oak Leaf Solar XXVI LLC	62254	0.0000
Oak Leaf Solar XXVIII LLC (CSG)	62255	0.0000
Oak Leaf Solar XXIII LLC (CSG)	62256	0.0000
Trout Creek Solar	62260	0.0000
Liberty HS Solar Project	62274	0.0000
Frontier HS Solar Project	62275	0.0000
Francisco St. Solar	62287	0.0000
Grazing Yak Solar	62376	0.0000
City of Gallup Solar	62406	0.0000
Busch Ranch II Wind Farm	62445	0.0000
Vista Solar Energy Center	62467	0.0000
Airport Solar	62560	0.0000
Preferred Freezer San Leandro	62578	0.0000
Rio De Oro Solar Energy Center	62597	0.0000
PFMG Solar Grossmont Helix LLC	62611	0.0000
NVSS-II	62636	0.0000
AZ State University - Tempe Campus Solar	62643	0.0000
SFDK Solar	62649	0.0000
Gilcrest Solar	62663	0.0000

Quincy Solar	62664	0.0000
Lafayette Horizon Solar CSG LLC	62667	0.0000
American Canyon Solar	62687	0.0000
Malech Solar Farm	62688	0.0000
Hellyer Solar Farm	62689	0.0000
Guadalupe Solar Farm	62690	0.0000
Mesa CSG 2 Massicotte	62718	0.0000
Mesa CSG 1 Murdock	62719	0.0000
Solar Star Palo Alto I, LLC	62732	0.0000
RC Energy AA LLC Solar Facility	62756	0.0000
Bloomington Solar I	62805	0.0000
Amazon Denver DEN3	62877	0.0000
Desert Star Hybrid	62965	0.0000
Grossmont HS Solar Project	62987	0.0000
Bluewater CDEC 1	62994	0.0000
Grants CDEC 2	62995	0.0000
SCCCD - Clovis Community College	63021	0.0000
Gloucester Solar	63031	0.0000
SCCCD - Fresno Community College	63068	0.0000
Reedley Community College Solar	63074	0.0000
San Miguel I Solar Energy Center	63081	0.0000
San Miguel II Solar Energy Center	63082	0.0000
Syncarpha El Rito	63124	0.0000
Tom Sifers Solar	63163	0.0000
Whiskey Hill Solar	63164	0.0000
Rio Rancho Solar Energy Center	63184	0.0000
CID Solar (CA)	63204	0.0000
Rafael Solar	63206	0.0000
Case Creek Solar	63207	0.0000
Kale Patch Solar	63208	0.0000
Mtn. Solar 1	63276	0.0000
Mtn. Solar 2	63277	0.0000
CO LI CSG 1 - Kamerra	63278	0.0000
Garrett Solar	63301	0.0000
Alticor Inc - Solar Project	63303	0.0000
Starvation	63344	0.0000
OE_AZ1	63349	0.0000
Medline Ind. Phase 2 Tracy	63361	0.0000
Niagara Bottling Stockton	63363	0.0000
Phelan Pinon Hills CSD Solar	63376	0.0000
Castaic Lake Phase II	63385	0.0000
City of Rio Rancho WWTP	63391	0.0000
Tickle Creek Solar	63442	0.0000
Thomas Creek Solar	63443	0.0000
RE-VFO LLC	63455	0.0000

D'Arrigo Brothers - Phase 4	63486	0.0000
PSREC/SIAD Solar	63493	0.0000
Moonlight Packing - Phase 2	63514	0.0000
California City	63516	0.0000
Pima Community College NW	63531	0.0000
Amazon_DEN2	63536	0.0000
Mohave Electric Cooperative at Joy Lane	63554	0.0000
Britton Solar Energy Center	63579	0.0000
SR Kersey II	63586	0.0000
SR Skylark C	63587	0.0000
Pleasanton - Amador Valley High School	63630	0.0000
North Kern State Prison Phase II	63651	0.0000
IBM Solar	63869	0.0000
Vacaville Hospital	63928	0.0000
Hyperion Treatment Plant CHP Plant	60960	0.5283
Valero Wilmington Cogeneration Plant	63285	0.4968
Mohave County Wind Farm	63114	0.0000
Irwindale Brew Yard, LLC	58056	4.8962
Dillon Wind LLC	56791	0.0000
American Kings Solar, LLC	60777	0.0000
Maverick Solar, LLC	62178	0.0000
Borden Solar Farm	59531	0.0000
Sun Streams, LLC	60827	0.0000
Blythe Solar III, LLC Hybrid	60094	0.0000
Highline	7224	0.0000
Beacon BESS 1	61431	0.0000
Oregon State University	57653	0.2210
Veyo	3635	0.0000
Southern Owens Valley Solar Ranch	57304	0.0000
Van Norman Bypass Solar Project	57307	0.0000
LATTC South Campus Solar	57312	0.0000
Foothill Solar Project	59799	0.0000
Blythe Solar IV, LLC	60095	0.0000
Rancho Seco Solar II, LLC	63387	0.0000
Wildflower Solar I, LLC	62988	0.0000
Walnut Power Plant	4256	0.3973
Lopez Canyon	57730	1.1111
USPS FiT 1B - BP14-009B-7001 S Central	61251	0.0000
USPS FiT 2A - BP14-011A-7001 S Central	61252	0.0000
USPS FiT 2B - BP14-011B-7001 S Central	61253	0.0000
SANTA MARIA II LFG POWER PLANT	57100	1.1111
Columbia Generating Station	371	0.0000
Thermalito	438	0.0000
Rock Creek LP	50892	0.0000
ELACC Photovoltaic Power Facility	56814	0.0000

Los Angeles Harbor College	57314	0.0000
GE - Tehachapi	57566	0.0000
FRB Solar Farm	57930	0.0000
Pierce College	58248	0.0000
Little Bear Solar 1, LLC	59870	0.0000
OR Solar 2, LLC	61200	0.0000
Brush Solar Center	61844	0.0000
Baker City Solar	61854	0.0000
Morgan Solar Center	61855	0.0000
Vale Solar Center	61856	0.0000
Ontario Solar Center	61860	0.0000
Techren Solar III LLC	61931	0.0000
Techren Solar IV LLC	61932	0.0000
Desert Harvest, LLC	62177	0.0000
Techren Solar V	62440	0.0000
Little Bear 3	62463	0.0000
Little Bear 4	62464	0.0000
Little Bear 5	62465	0.0000
Cove Mountain Solar	62469	0.0000
Cove Mountain Solar 2	62470	0.0000
Palmer Solar	62495	0.0000
Renew Solar ABC Sacramento LLC	62545	0.0000
Ekola Flats	62591	0.0000
Wheatridge Hybrid	62745	0.0000
Shelter Creek Condominiums Solar	62806	0.0000
Milford Solar 1	62812	0.0000
Mountain Breeze Wind, LLC	62840	0.0000
East Line Solar	62899	0.0000
Windsor Floating Solar	62902	0.0000
Orchard Windfarm 1, LLC	62935	0.0000
Rattlesnake Flat	62936	0.0000
South Peak Wind	62939	0.0000
Cheyenne Ridge Wind Farm	62952	0.0000
Syncarpha Taos	63123	0.0000
Syncarpha Questa	63125	0.0000
Roundhouse Wind Energy Project	63133	0.0000
Skookumchuck Wind Facility	63205	0.0000
Duus Solar, LLC	63330	0.0000
Firwood Solar, LLC	63331	0.0000
Mtn. Solar 3 CSG	63379	0.0000
IOS II-LAX9	63414	0.0000
Sierra Pacific Industries (2042-RD)	63416	0.0000
DGS Wasco State Prison	63418	0.0000
DGS Central California Womens Facility	63419	0.0000
Fresno Bullard High School Hybrid	63420	0.0000

Fresno Hoover High School Hybrid	63421	0.0000
Fresno Sunnyside High School Hybrid	63422	0.0000
Corriedale Wind Energy	63436	0.0000
St Louis Solar	63456	0.0000
Pika Solar	63462	0.0000
Brush Creek Solar	63464	0.0000
Minke Solar	63465	0.0000
Drift Creek Solar	63466	0.0000
Bighorn Solar	63467	0.0000
Alcalde Solar Array	63477	0.0000
Walnut Unified School District Walnut HS Hybrid	63510	0.0000
Lafayette 2 - Internal Services Dept	63527	0.0000
Chevron - Lost Hills Hybrid	63545	0.0000
Lafayette 2 - MLK Jr. Hospital (MLK)	63623	0.0000
Fort Rock I	63636	0.0000
Dunn Road Solar	63642	0.0000
Mt Hope Solar	63663	0.0000
Williams Acres Solar	63664	0.0000
River Valley Solar	63665	0.0000
Oak Leaf Solar XXXIII LLC (Lantz)	63681	0.0000
Rawhide Prairie Solar Hybrid	63722	0.0000
Platteville Solar CSG, LLC	63753	0.0000
Kroger La Habra	63758	0.0000
Ballenger Road Solar A	63759	0.0000
Soscol Ferry Solar	63761	0.0000
Silveira Ranch Road Solar	63762	0.0000
Suntex Solar, LLC	63778	0.0000
Rock Garden Solar, LLC	63779	0.0000
Alkali Solar, LLC	63795	0.0000
West Hines Solar I, LLC	63796	0.0000
Bronco Plains Wind, LLC	63803	0.0000
Golden Field Solar III, LLC	63859	0.0000
Encino Solar Energy Center	63860	0.0000
Turquoise Nevada, LLC	63906	0.0000
SulusSolar17	63908	0.0000
Cedar Springs I	63914	0.0000
Cedar Springs II	63915	0.0000
Cedar Springs III	63916	0.0000
Riley	63925	0.0000
Fort Rock IV	63926	0.0000
Titan Solar 1 (CA)	63932	0.0000
Palmer Creek Solar, LLC	63956	0.0000
Day Hill Solar, LLC	63957	0.0000
SSD Marion 3, LLC	63958	0.0000

SSD Marion 5, LLC	63959	0.0000
SSD Marion 6, LLC	63960	0.0000
SSD Clackamas 1, LLC	63961	0.0000
SSD Clackamas 4, LLC	63962	0.0000
SSD Clackamas 7, LLC	63963	0.0000
SSD Marion 1, LLC	63964	0.0000
SulusSolar35	63969	0.0000
FTF-PackingShed	63993	0.0000
Firebaugh-CCS-PV-1	63994	0.0000
SulusSolar28	64007	0.0000
Alden Solar CSG LLC	64021	0.0000
Monte Vista Solar 2 CSG, LLC	64024	0.0000
Fremont CO 1, LLC	64031	0.0000
GreenparkSolar	64033	0.0000
SulusSolar25	64034	0.0000
SulusSolar29	64048	0.0000
Orchard Windfarm 2, LLC	64051	0.0000
Orchard Windfarm 3, LLC	64052	0.0000
Orchard Windfarm 4, LLC	64053	0.0000
Wonderful Orchards - New Columbia	64055	0.0000
Wheatridge 1	64057	0.0000
Tesla Reno GigaFactory	64098	0.0000
Desert Harvest II LLC	64103	0.0000
James W. Broderick Hydropower Plant	64123	0.0000
SR Rattlesnake	64152	0.0000
Horn Rapids Solar, Storage and Training	64198	0.0000
Jack's Solar Garden	64200	0.0000
Wonderful Orchards - Belridge	64221	0.0000
Las Virgenes	64264	0.0000
Rock Creek 2 CSG	64265	0.0000
Valencia 2	64267	0.0000
Dissigno Healdsburg FPV, LLC	64308	0.0000
Two Dot Wind Broadview East LLC	64332	0.0000
Western Meadowlark Solar SCS NE 1, LLC	64365	0.0000
Tranquillity ID	64376	0.0000
Firestone Walker Brewery - Phase 1	64391	0.0000
Mesa Carport PV	64404	0.0000
Big Bear	64418	0.0000
Department of Justice	64517	0.0000
CA Institute for Women	64518	0.0000
Centinela State Prison	64519	0.0000
Calipatria State Prison	64521	0.0000
Atascadero State Hospital	64523	0.0000
Broadway 2 - UC Riverside	64579	0.0000
Broadway 2 - Tucson Phase II	64580	0.0000

Afton Generating Station	55210	0.4386
Big Sky Dairy Digester	57393	0.5087
Raft River Geothermal - GE 1	56317	0.0000
Rock Creek Dairy (New Energy One) [Digester Gas]	58142	0.0024
Whitegrass No. 1 [Geothermal]	63001	0.0000
Tulare BioMAT Fuel Cell	61846	0.4123
Lockheed Martin Corporation - Sunnyvale	57808	4.5401
MAGTFTC MCAGCC Twentynine Palms	58914	0.2626
Hudson Ranch Power I - Geothermal	57475	0.0558
Hoag Memorial Hospital Presbyterian	58223	0.3999
Calpine - Yuba City Energy Center (Gilroy Energy Center, LLC)	55813	0.6189
Stanton Energy Reliability Center	60698	0.5812
Calpine - Creed Energy Center, LLC	55625	0.1342
Calpine - Goose Haven Energy Center, Peaker	10350	0.1283
Still Water Power	64141	0.7154
Diamond H Dairy Power	64622	1.1111
AES Alamitos Energy, LLC	62115	0.3973
AES Huntington Beach, LLC	62116	0.3973
Red Cloud Wind	63981	0.0000
Altwind 1 - Altwind 1	P1	0.0000
Altwind 2 - Altwind 2	P2	0.0000
Altwind 3 - Altwind 3	P3	0.0000
Desert Winds I - Desert Winds I	P4	0.0000
Desert Winds II Pwr Purch Trst - Desert Winds II Pwr Purch Trst	P5	0.0000
Desert Winds III - Desert Winds III	P6	0.0000
San Gorgonio Altwind - San Gorgonio Altwind	P7	0.0000
San Gorgonio East - San Gorgonio East	P8	0.0000
1122-11423 Vanowen - FITS1042 - 11423 Vanowen St	P9	0.0000
1160-2645 La Cienega Ave - FITS1043 - 2645 LA CIENEGA	P10	0.0000
1254-10261 Glenoaks Blvd - FITS1039 - 10261 Glenoaks Blvd	P11	0.0000
1425-12360 Foothill Blvd - FITS1041 - 12360 FOOTHILL BL	P12	0.0000
14539 Blythe Solar PV - FITS1011 - 14539 Blythe St	P13	0.0000
21717 Nordhoff - FiTS1007 - 21717 Nordhoff St	P14	0.0000

8011-658 Venice Blvd. - FITS 1044 658 Venice Blvd	P15	0.0000
Bathke Broadway Properties - FiTS1001 - 2515 S Broadway	P16	0.0000
Capelin Distribution Center - FiTS1006 - 20000 S Western Ave	P17	0.0000
Cathay LA - Solar Project - FiTS1021 - 1501 N Main	P18	0.0000
Chatsmouth Solar Project 1 - FiTS1002 - 9640 Owensmouth	P19	0.0000
DS2 Solar FiT Project - FiTS1089 - 1115-1129 S Boyle Avenue	P20	0.0000
DS3 Solar FiT Project - FiTS1090 - 1103-1109 S Boyle Avenue	P21	0.0000
Figueroa & Ave 61 Center - FiTS1028 - 6100 North Figueroa St	P22	0.0000
FITS1017 - 11115 Laurel Canyon Blvd - FITS1017 - 11115 Laurel Canyon Blvd	P23	0.0000
Harbor Regional Park Ground Mount Solar Array - FITS1085 - 1581 West L Street	P24	0.0000
KSI Solar Whiteman - FITS1019 - 10500 Airpark Way	P25	0.0000
LAX Logistic Industrial Center - FiTD1012 - 5343/5353 Imperial Hwy	P26	0.0000
Layline Distribution Center - FiTS1003 - 1000 W Francisco St	P27	0.0000
Mastercraft 96.64kW Solar PV - FITS1020 - 7463 Varna	P28	0.0000
M-C Investments 4558 Brazil - FITS1065-4558 Brazil	P29	0.0000
North Figueroa & Ave. 58-59 Center - FITS1071-5801 N. Figueroa	P30	0.0000
Oxen Solar I - FiTD1019 - 11313 Oxnard St.	P31	0.0000
Prairie Solar I - FiTS1025 - 20001 W Prairie	P32	0.0000
Prairie Solar II - FiTS1026 - 19809 W Prairie	P33	0.0000
Saf Keep Melrose - FITS1016 - 4996 Melrose Ave	P34	0.0000
Saf Keep San Fernando - FITS1008 - 2840 San Fernando Rd	P35	0.0000
Shri Ji Ram Solar FIT Project - FITS1047 - 1933 W 60TH ST	P36	0.0000
SOL #1235 LOS ANGELES - FITS1040 - 6005/6033 S CENTRAL AV	P37	0.0000
Sunstarter Solar CXVI - FiTS1027 - 3650 E Olympic Blvd	P38	0.0000

Tangen Building - FITS1009 - 11205 S Broadway Place	P39	0.0000
Van Nuys Air - Hannah Solar - FiTD1011 - 7855 Hayvenhurst Ave	P40	0.0000
Aeroplex - FITS1100 - 16143 Waterman Dr	P41	0.0000
Aeroplex 2 - FITS1099 - 7943 -7949 Woodley Ave	P42	0.0000
Flight Building 1 - FITS1049 - 16665 16667 Arminta St	P43	0.0000
Flight Building 6 - FITS1054 - 16543 16545 Arminta St	P44	0.0000
Flight Building 7 - FITS1055 - 7901 7915 7929 Ruffner Ave	P45	0.0000
Flight Building 8 - FITS1056 - 16638 Arminta St	P46	0.0000
Flight Building 10 - FITS1058 - 16604 16608 Arminta St	P47	0.0000
Van Nuys Air - 16620 Stagg St - FITS1048 - 16620 Stagg St	P48	0.0000
Flight Building 2	P49	0.0000
Flight Building 3 - FITS1051 - 16637 16639 Arminta St	P50	0.0000
Flight Building 4 - FITS1052 - 16625 Arminta St	P51	0.0000
Flight Building 5 - FITS1053 - 16611 16615 Arminta St	P52	0.0000
Foothill - FITS1087 - 7061 Foothill Blvd	P53	0.0000
13207 Bradley Avenue - FITS1098 - 13207 Bradley Avenue	P54	0.0000
Flight Building 11 - FITS1059 - 16554 16556 Arminta St	P55	0.0000
Flight Building 12 - FITS1060 - 16540 16542 Arminta St	P56	0.0000
Flight Building 13 - FITS1061 - 16508-16526 Arminta St	P57	0.0000
Sun Valley 2 - FITS1101 - 11063 Pendleton Ave	P58	0.0000
BJE Solar FiT Project II - FITS1083 - 12607 Sherman Way	P59	0.0000
Flight Building 9 - FITS1057 - 16626 Arminta St	P60	0.0000
Valley Solar 1 - FITS1094 - 9340 9400 Penfield Ave	P61	0.0000
Valley Solar 5 - FITS1093 - 9330 Winnetka Ave N	P62	0.0000

Valley Solar 6 - FITS1095 - 19840 19860 Nordhoff Pl	P63	0.0000
BJE Solar FiT Project - FITS1084 - 7230 Bellaire Avenue	P64	0.0000
WE Solar FiT Project - FITS1082 - 11308 Penrose St	P65	0.0000
US Customhouse - BP 14-011G - 300 S Ferry St	P66	0.0000
Berths 153 154-155 - BP14-009F - 804 S Pier A St	P67	0.0000
Ardagh Cannery Building 8 - BP14-011D 936 S Barracuda St	P68	0.0000
Napa FIT - FITS1073 - 16901-16915 Napa St	P69	0.0000
Flight Building 14 - FITS1062 - 7861 Ruffner Avenue 16710 Stagg St	P70	0.0000
Woodman and Nordhoff Center - FITS1067 - 9011-9079 Woodman Ave	P71	0.0000
De Soto - FITS1103 - 9401 De Soto Ave	P72	0.0000
LA Convention Center Carport Solar	P73	0.0000
Main St - General Service HQ - Bldg 13 Rooftop Solar	P74	0.0000
Metro Center - Parking Garage Rooftop Solar	P75	0.0000
Owens Dry Lake Solar Demonstration - Owens Lake Solar Demo	P76	0.0000
Valley Generating Station - Admin Bldg Canopy Solar	P77	0.0000
Harbor Generating Station - HGS Warehouse Solar	P78	0.0000
Solar Rooftops Program - Group 1	P79	0.0000
Haiwee Power Plant - Haiwee Power Plant HAI1	P80	0.0000
Haiwee Power Plant - Haiwee Power Plant HAI2	P81	0.0000
AT&T Park Solar Arrays	P82	0.0000
SF Service Center Solar Array 1	P83	0.0000
SF Service Center Solar Array 2	P84	0.0000
CHARCOAL RAVINE	P85	0.0000
HAT CREEK HEREFORD RANCH	P86	0.0000
JAMES B. PETER	P87	0.0000
JAMES CRANE HYDRO	P88	0.0000
JOHN NEERHOUT JR.	P89	0.0000
KINGS RIVER HYDRO CO.	P90	0.0000
LOFTON RANCH	P91	0.0000
ORANGE COVE IRRIGATION DIST.	P92	0.0000

ROCK CREEK WATER DISTRICT	P93	0.0000
SCHAADS HYDRO	P94	0.0000
SWISS AMERICA	P95	0.0000
2103 HILL PRISTINE SUN LLC	P96	0.0000
2105 HART (Oroville Solar)	P97	0.0000
2154 Foote (Oroville Solar)	P98	0.0000
AMERICAN ENERGY, INC. (SAN LUIS BYPASS)	P99	0.0000
AMERICAN ENERGY, INC. (WOLFSEN BYPASS)	P100	0.0000
APEX 646-460	P101	0.0000
BROWNS VALLEY IRRIGATION DISTRICT	P102	0.0000
BUCKEYE HYDROELECTRIC PROJECT	P103	0.0000
CALAVERAS PUBLIC UTILITY DISTRICT #1	P104	0.0000
CALAVERAS PUBLIC UTILITY DISTRICT #2	P105	0.0000
CALAVERAS PUBLIC UTILITY DISTRICT #3	P106	0.0000
DIGGER CREEK RANCH	P107	0.0000
Goose Valley Hydro (SB32)	P108	0.0000
GreenLight- Peacock Solar Project	P109	0.0000
JACKSON VALLEY IRRIGATION DIST	P110	0.0000
Lassen Station Hydro	P111	0.0000
MADERA CANAL (1174 + 84)	P112	0.0000
Madera Canal (1923)	P113	0.0000
MADERA CANAL STATION 1302	P114	0.0000
Mathew's Dam Hydro	P115	0.0000
MCFADDEN HYDROELECTRIC FACILITY	P116	0.0000
Mill Sulphur Creek Project	P117	0.0000
NEVADA IRRIGATION DISTRICT NORTH COMBIE	P118	0.0000
PCWA – Lincoln Metering and Hydroelectric Station	P119	0.0000
Pristine Sun- 2192 Ramirez	P120	0.0000
Pristine Sun Alvares 2041	P121	0.0000
Pristine Sun Buzzelle	P122	0.0000
Pristine Sun Christensen	P123	0.0000
Pristine Sun Cotton 2096	P124	0.0000
PRISTINE SUN FITZJARRELL	P125	0.0000
Pristine Sun Jardine	P126	0.0000
PRISTINE SUN JARVIS	P127	0.0000
Pristine Sun Rogers	P128	0.0000
Pristine Sun Scherz	P129	0.0000
Pristine Sun Smotherman	P130	0.0000
Pristine Sun Stroing	P131	0.0000
ROCK CREEK L.P.	P132	0.0000
Salmon Creek Hydroelectric Project	P133	0.0000

SANTA MARIA II LFG POWER PLANT	P134	0.0000
SHAMROCK UTILITIES (CEDAR FLAT)	P135	0.0000
SHAMROCK UTILITIES (CLOVER LEAF)	P136	0.0000
SIERRA GREEN ENERGY	P137	0.0000
SILVER SPRINGS	P138	0.0000
Sirius Solar	P139	0.0000
TUNNEL HILL HYDROELECTRIC PROJECT	P140	0.0000
Twin Valley Hydro	P141	0.0000
Water Wheel Ranch	P142	0.0000
YUBA COUNTY WATER AGENCY (Mini Hydro)	P143	0.0000
GRASSHOPPER FLAT	P144	0.0000
Sutter's Mill	P145	0.0000
Hayward Paul Luckey	P146	0.0000
J Bar 9 Ranch, Inc. (LU)	P147	0.0000
West Side	P148	0.0000
Cape Scott Wind	P149	0.0000
Dokie Wind	P150	0.0000
Meikle Wind	P151	0.0000
Moose Lake Wind	P152	0.0000
Pennask Wind Farm	P153	0.0000
Quality Wind	P154	0.0000
FIT - McClellan Park	P155	0.0000
Sutter's Landing Solar	P156	0.0000
SMUD PV - Hedge Substation PV Plant (Hedge units 1-4)	P157	0.0000
Cal Expo	P158	0.0000
Utility Operations Center	P159	0.0000
Shinish Creek Wind Farm	P160	0.0000
TerraGen Mojave Wind Farms, LLC - Morwind	P161	0.0000
CITY OF WATSONVILLE	P162	1.1111
BLAKE'S LANDING FARMS, INC. (Biogas)	P163	1.1111
Clover Flat LFG	P164	1.1111
OPEN SKY DAIRY DIGESTER #2	P165	1.1111
SAN LUIS OBISPO AD (aka HZIU Kompogas)	P166	1.1111
VERWEY MADERA DAIRY DIGESTER 2 (NEW)	P167	1.1111
ABEC Bidart-Stockdale LLC	P168	1.1111
Still Water Power	P169	1.1111
Van Warmerdam Dairy Digester	P170	1.1111
New Hope Diary Digester	P171	1.1111
Van Steyn	P172	1.1111
Fiscalini Farms	P173	1.1111

1080 CHESTNUT CORP.	P174	0.3973
AIRPORT CLUB	P175	0.3973
ARDEN WOOD BENEVOLENT ASSOC.	P176	0.3973
CITY OF WATSONVILLE	P177	0.3973
GREATER VALLEJO RECREATION DISTRICT	P178	0.3973
HAYWARD AREA REC & PARK DIST.	P179	0.3973
NIHONMACHI TERRACE	P180	0.3973
ORINDA SENIOR VILLAGE	P181	0.3973
SATELLITE SENIOR HOMES	P182	0.3973
UC Davis Medical Center	P183	0.3973
Elk Grove Milling	P184	0.3973
GFP Ethanol, LLC dba Calgren Renew Fuels (Pixley Cogen Partners, LLC)	P185	0.3973
Techni-Cast Corp	P186	0.3973
Aligned Microgrid	P187	0.7968
CSE Arizona Facility	P188	0.7208
Gila River Power Station - Block 1	P190	0.4056
Gila River Power Station - Block 4	P193	0.4212
La Rosita Power Project (MEX)	P194	0.4144
MCAS Yuma Microgrid MCGX02	P195	0.7968
Stotz Southern Generation	P197	0.7208
Termoelectrica de Mexicali (MEX)	P198	0.3851
26-foot Drop Small Hydro	P199	0.0000
Blackspring Ridge 1A Wind Project (CAN)	P200	0.0000
Blackspring Ridge 1B Wind Project (CAN)	P201	0.0000
Bridge River 1 Hydroelectric Generation Facility (CAN)	P202	0.0000
Bridge River 2 Hydroelectric Generation Facility (CAN)	P203	0.0000
Cheakamus Hydroelectric Generation Facility (CAN)	P204	0.0000
Energía Sierra Juárez Wind Farm (MEX)	P205	0.0000
G.M. Shrum Hydroelectric Generation Facility (CAN)	P206	0.0000
Grand View 5 East	P207	0.0000
Halkirk I Wind Project (CAN)	P208	0.0000
Kootenay Canal Hydroelectric Generation Facility (CAN)	P209	0.0000
Mica Hydroelectric Generation Facility (CAN)	P210	0.0000
Peace Canyon Hydroelectric Generation Facility (CAN)	P211	0.0000
Revelstoke Hydroelectric Generation Facility (CAN)	P212	0.0000

Seven Mile Hydroelectric Generation Facility (CAN)	P213	0.0000
Utility Built Solar (LADWP)	P214	0.0000
FIT Solar	P215	0.0000
IP Malbec	P216	0.0000
Geo Solar 1 - Clearlake	P217	0.0000
Geo Solar 2- Middletown	P218	0.0000
BART Antioch Station JB-94525154	P219	0.0000
BART Lafayette Station JB-94525155	P220	0.0000
BART Warm Springs Station JB-94512464	P221	0.0000
City of Rancho Cucamonga - City Hall	P222	0.0000
City of Rancho Cucamonga - Animal Center Shelter	P223	0.0000
City of Rancho Cucamonga - Epicenter	P224	0.0000
Penitencia Water Treatment Plant PV	P225	0.0000
Santa Teresa Water Treatment Plant PV	P226	0.0000
Sonoma Valley Treatment Plant PV	P227	0.0000
275 Cambridge Ave. Parking Garage - 275 Cambridge Garage	P228	0.0000
445 Bryant St. Parking Garage - 445 Bryant St. Parking Garage	P229	0.0000
475 Cambridge Ave. Parking Garage - 475 Cambridge Garage	P230	0.0000
520 Webster St. Parking Garage - 520 Webster St. Parking Garage	P231	0.0000
Unitarian Universalist Church of Palo Alto - UUCPA	P232	0.0000
NR Grower Direct Nut	P233	0.0000
NR Pohl and Holmes Inc	P234	0.0000
Parking Structure (Main Office) - Turlock Solar Photovoltaic Project	P235	0.0000
Mega Hydro #1 (Clover Creek)	P236	0.0000
Lois Lake Dam (Powell River Hydro)	P237	0.0000
26-foot Drop Small Hydro	P238	0.0000
Valencia 2	P239	0.0000
Two Fiets - Van Beek Brothers Dairy Digester	P240	1.1111
Glendale Community College - Glen Solar 1 - Solar Parking Roof	P241	0.0000
Rooftop Solar - City of Pittsburg	P242	0.0000
Central Marin Sanitation Agency - CMSA Renewable Energy Expansion	P243	1.1111
Cost Plus Plaza	P244	0.0000
DRES Quarry 1	P245	0.0000
DRES Quarry 2.4 - DRES Quarry 2.4	P246	0.0000

Fairfield Power Plant (Papazian) - Fairfield Power Plant (Papazian)	P247	0.0000
Freethy Industrial Park Unit #1	P248	0.0000
Freethy Industrial Park Unit #2	P249	0.0000
Marin Carport - Buck Institute	P254	0.0000
San Rafael Airport	P255	0.0000
San Rafael Airport II	P256	0.0000
SWTC - Phase 2 - Small World Trading Co	P257	0.0000
City of Moreno Valley - City Hall Solar Carport	P258	0.0000
City of Colton - Gonzalez Community Center JB-9232227-00	P259	0.0000
City of Colton - Arbor Terrace JB-9231899-00	P260	0.0000
Jenny Strand Solar Park	P261	0.0000
Santa Clara-Tioga Canopy	P262	0.0000
Ameresco Santa Clara	P263	1.1111
City of Oceanside (San Francisco Peak Hydro)	P264	0.0000
Olivenhain Municipal Water District	P265	0.0000
SDG&E-owned PV system at Del Sur Elementary School	P266	0.0000
SDG&E-Owned PV System at Hunter Industries, Inc	P267	0.0000
SDG&E owned PV Facility at Pacific Station	P268	0.0000
SDG&E- owned PV system at Sanford-burnham Medical Research Institute I	P269	0.0000
SDG&E-Owned PV System at the Towers at Bressi Ranch	P270	0.0000
SDG&E owned PV Facility at Wilco Investments	P271	0.0000
SFO International Airport - SFO International Airport A	P272	0.0000
SFPUC Southeastern Plant - SFPUC Southeastern Plant Solar	P273	0.0000
North Point DPW Water Pollution Control Facility - North Point - DPW	P274	0.0000
Moscone Center - Moscone Esplanade A	P275	0.0000
Moscone Center - Moscone Esplanade B	P276	0.0000
Moscone Center - Moscone South Lobby	P277	0.0000
City Distribution Division - CDD	P278	0.0000
Maxine Hall - Maxine Hall	P279	0.0000
Chinatown Library - Chinatown Library	P280	0.0000

Muni Woods Motor Coach Facility - Muni Woods	P281	0.0000
Chinatown Public Health - Chinatown Public Health	P282	0.0000
Alvarado Elementary School - Alvarado Solar	P283	0.0000
San Francisco Public Utilities Commission - HQ - 525 Golden Gate - Headquarters	P284	0.0000
Davies Symphony Hall - Davies Symphony Hall	P285	0.0000
North Beach Library Solar - North Beach Library Solar	P286	0.0000
700 Pennsylvania Ave. - 700 Pennsylvania Ave.	P287	0.0000
Downtown High School-SFUSD - Downtown HS-San Francisco Unified School District	P288	0.0000
Thurgood Marshall HS-San Francisco Unified School - Thurgood Marshall High School-SFUSD	P289	0.0000
San Francisco City Hall - San Francisco City Hall	P290	0.0000
Cesar Chavez Elementary School SFUSD - Cesar Chavez Elementary School SFUSD	P291	0.0000
San Francisco Unified School District - Burton High School	P292	0.0000
San Francisco Unified School District - Starr King Elementary School	P293	0.0000
Valley Pumping Plant	P294	0.0000
Burbank #3 Flare	P295	1.1111
IKEA Solar	P296	0.0000
Burbank 1	P297	0.0000
Burbank 2	P298	0.0000
Burbank 3	P299	0.0000
Burbank 4	P300	0.0000
Burbank 5	P301	0.0000
Dutch Energy	P302	0.0000
Desert Winds II Pwr Purch Trst	P303	0.0000
SunE Solar XVI Lessor, LLC - SunE - Pico Rivera	P304	0.0000
Marinos Ventures LLC	P305	0.0000
Master Development - Corona, CA (1351 Railroad) - Master Development - Corona, CA (1351 Railroad)	P306	0.0000

San Dimas Technology and Development Center - San Dimas Technology and Development Center	P307	0.0000
Caliente - II - Caliente - II	P308	0.0000
Walnut Valley Water District - Walnut Valley Water District	P309	0.0000
Fulton Road - Three Valleys MWD (Fulton Road)	P310	0.0000
Williams - Three Valleys MWD (Williams)	P311	0.0000
Santa Rosa - Calleguas MWD - Unit 3	P312	0.0000
Snow Creek - Desert Water Agency (Snow Creek)	P313	0.0000
Goleta Water District - Goleta Water District	P314	0.0000
City of Santa Barbara - Gibraltar Conduit Hydroelectric Plant	P315	0.0000
White Mountain Ranch LLC - White Mountain Ranch LLC	P316	0.0000
Conejo - Calleguas MWD - Unit 1	P317	0.0000
Monte Vista Water District - Monte Vista Water District	P318	0.0000
California Water Service Company - Palos Verdes Station 37	P319	0.0000
Deep Springs College - Deep Springs College	P320	0.0000
Camrosa County Water District - Camrosa County Water District	P321	0.0000
Unit 3 - Unit 3- San Bernardino MWD	P322	0.0000
Bishop Tungsten Development, LLC - Pine Creek Mill	P323	0.0000
Hi Head Hydro Incorporated - Hi Head Hydro Incorporated	P324	0.0000
Desert Power Company - Desert Power Company	P325	0.0000
Palm - San Bernardino MWD	P326	0.0000
Northwind - Wind Stream Operations, LLC - Northwind - Wind Stream Operations, LLC	P327	0.0000
One Miracle Property, LLC - One Miracle Property, LLC	P328	0.0000
Isabella Hydroelectric Project	P329	0.0000
Desert Winds II Pwr Purch Trst	P330	0.0000
Cameron Ridge II	P331	0.0000
Kirkwood Meadows Public Utility District Powerhouse	P332	0.8381

Anaheim Elementary School District - Betsy Ross Elementary School	P333	0.0000
Anaheim Elementary School District - Franklin Elementary School	P334	0.0000
Centralia School District - Centralia Elementary School	P335	0.0000
Centralia School District - Danbrook Elementary School	P336	0.0000
Magnolia School District - Dr. Jonas Salk Elementary School	P337	0.0000
Magnolia School District - Lord Baden-Powell Elementary School	P338	0.0000
Placentia Yorba Linda Unified School District - Esperanza High School	P339	0.0000
Savanna Unified School District - Cerritos Elementary School	P340	0.0000
Savanna Unified School District - Hansen Elementary School	P341	0.0000
Arbuckle Mountain Hydro, LLC.	P342	0.0000
Cox Station Micro-Hydroelectric Project	P343	0.0000
GenPower Lincon Landfill Power Plant	P344	0.0070
Alta Wind VII	P345	0.0000
Alta Wind IX	P346	0.0000
City of Santa Ana	P347	0.0000
Lytle Creek	P348	0.0000
Mill Creek No. 1	P349	0.0000
Ontario No. 1	P350	0.0000
Ontario No. 2	P351	0.0000
Sierra	P352	0.0000
HDSI, LLC - Hudson High Desert Solar	P353	0.0000
Garlock Energy, LLC - Garlock Energy, LLC	P354	0.0000
IGS Valencia 3, LLC	P355	0.0000
Lake Herman Solar	P356	0.0000
Duran Mesa, LLC	P357	0.0000
RE Slate 1 LLC – Bart Phase	P358	0.0000
RE Slate 1 LLC – PWRPA Phase	P359	0.0000
RE Slate 1 LLC – Stanford Phase	P360	0.0000
RE Slate 1 LLC – CCCE Phase	P361	0.0000
RE Slate 1 LLC – SVCE Phase	P362	0.0000
Bodega Energy West	P363	0.0000
Petaluma Energy East	P364	0.0000
Redwood Coast Airport Microgrid	P365	0.0000
Point Wind 2	P366	0.0000
Cameron Ridge III	P367	0.0000

Clines Corners Wind Farm	P368	0.0000
Solar City - Gonzales Center (Dominion Solar)	P369	0.0000
Solar City - Arbor Terrace (Dominion Solar)	P370	0.0000
Pier 96 – Recycling Plant solar	P371	0.0000
San Francisco Police Academy Solar Carport	P372	0.0000
49 South Van Ness	P373	0.0000
Visitacion Valley Middle School Solar PV	P374	0.0000
Powell River Generation (Catalyst Paper) (CAN)	P375	1.1111

ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8 or A23. In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

Bonneville Power Administration

Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
201,518		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar	0.00	0
		Wind		-
		Coal		-
		Large hydroelectric	0.82	165,896
		Natural gas		-
		Nuclear	0.11	23,083
		Other	0.01	1,683
		Unspecified Power	0.05	10,856

Tacoma Power

Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
3,994		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.86	3,415
		Natural gas		-
		Nuclear	0.07	272
		Other		-
		Unspecified Power	0.08	308

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT ATTESTATION FORM
For the Year Ending December 31, 2021
City of Roseville
Roseville Electric

I, David Siao, Electric Resources Planner, declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of the City of Roseville, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.

Name: David Siao

Representing (Retail Supplier): City of Roseville (Roseville Electric)

Signature: _____

Dated: 6-24-2022

Executed at: 2090 Hilltop Circle, Roseville, CA 95747

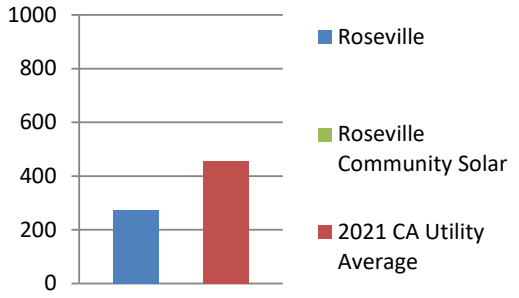
2021 POWER CONTENT LABEL

City of Roseville

roseville.ca.us/pci

Greenhouse Gas Emissions Intensity (lbs CO_2e/MWh)

Roseville	Roseville Community Solar	2021 CA Utility Average
273	**0**	**456**



Energy Resources	Roseville	Roseville Community Solar	2021 CA Power Mix
Eligible Renewable[1]	**37.8%**	**100.0%**	**33.6%**
Biomass & Biowaste	0.0%	0.0%	2.3%
Geothermal	10.6%	0.0%	4.8%
Eligible Hydroelectric	0.3%	0.0%	1.0%
Solar	0.1%	100.0%	14.2%
Wind	26.8%	0.0%	11.4%
Coal	**0.0%**	**0.0%**	**3.0%**
Large Hydroelectric	**33.7%**	**0.0%**	**9.2%**
Natural Gas	**25.0%**	**0.0%**	**37.9%**
Nuclear	**2.2%**	**0.0%**	**9.3%**
Other	**0.2%**	**0.0%**	**0.2%**
Unspecified Power[2]	**1.1%**	**0.0%**	**6.8%**
TOTAL	**100.0%**	**100.0%**	**100.0%**
Percentage of Retail Sales Covered by Retired Unbundled RECs[3]**:**	**0%**	**0%**	

[1]The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.

[2]Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.

[3]Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.

For specific information about this electricity portfolio, contact:	**City of Roseville-Roseville Electric Utility (916) 79-POWER**
For general information about the Power Content Label, visit:	http://www.energy.ca.gov/pcl/
For additional questions, please contact the California Energy Commission at:	Toll-free in California: 844-454-2906 Outside California: 916-653-0237

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
For the Year Ending December 31, 2021

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME
City of Roseville

ELECTRICITY PORTFOLIO NAME
Roseville Community Solar

CONTACT INFORMATION	
NAME	David Siao
TITLE	Electric Resources Planner
MAILING ADDRESS	2090 Hilltop Circle
CITY, STATE, ZIP	Roseville, CA 95747
PHONE	916-746-1613
EMAIL	dsiao@roseville.ca.us
WEBSITE URL FOR PCL POSTING	https://www.roseville.ca.us/government/departments/electric_utility/about_us/reports___publications/power_content_label

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 805-7439.

Version: May 2022

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2021
City of Roseville
Roseville Community Solar

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9**. Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	**1,739**
Net Specified Procurement (MWh)	1,739
Unspecified Power (MWh)	-
Procurement to be adjusted	-
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	1,739
GHG Emissions (excludes grandfathered emissions)	0
GHG Emissions Intensity (in MT CO_2e/MWh)	0.0000

DIRECTLY DELIVERED RENEWABLES

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	N/A
Roseville Community Solar	Solar	CA	W7161	64204A		62114	1,739		1,739	1,739	-	-	
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		

FIRMED-AND-SHAPED IMPORTS

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	Eligible for Grandfathered Emissions?
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		

SPECIFIED NON-RENEWABLE PROCUREMENTS

Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	N/A
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		

PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS

Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	N/A
										-	#N/A		
										-	#N/A		
										-	#N/A		
										-	#N/A		

END USES OTHER THAN RETAIL SALES	MWh

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 2: RETIRED UNBUNDLED RECS
For the Year Ending December 31, 2021
City of Roseville
Roseville Community Solar

INSTRUCTIONS: Enter information about retired unbundled RECs associated with this electricity portfolio. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.

Total Retired Unbundled RECs	-

RETIRED UNBUNDLED RECS				
Facility Name	Fuel Type	State or Province	RPS ID	Total Retired (in MWh)

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 3: POWER CONTENT LABEL DATA
For the Year Ending December 31, 2021
City of Roseville
Roseville Community Solar

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	1,739	100.0%
Biomass & Biowaste	-	0.0%
Geothermal	-	0.0%
Eligible Hydroelectric	-	0.0%
Solar	1,739	100.0%
Wind	-	0.0%
Coal	-	0.0%
Large Hydroelectric	-	0.0%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Power	-	0.0%
Total	**1,739**	**100.0%**

Total Retail Sales (MWh)	**1,739**

GHG Emissions Intensity (converted to lbs CO_2e/MWh)	**-**

Percentage of Retail Sales Covered by Retired Unbundled RECs	**0.0%**

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT ATTESTATION FORM
For the Year Ending December 31, 2021
City of Roseville
Roseville Community Solar

I, David Siao, Electric Resources Planner, declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of the City of Roseville, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.

Name: David Siao

Representing (Retail Supplier): City of Roseville (Roseville Electric)

Signature: _____

Dated: 6-13-2022

Executed at: 2090 Hilltop Circle, Roseville, CA 95747

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT ATTESTATION FORM
For the Year Ending December 31, 2021
City of Roseville
Roseville Community Solar

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Name: David Siao

Representing (Retail Supplier): City of Roseville (Roseville Electric)

Signature: David Siao

Dated: 6-13-2022

Executed at: 2090 Hilltop Circle, Roseville, CA 95747

COUNCIL COMMUNICATION

CC #: 2289
File #: 0900-04 & 0201-01

Title:	Police Department Expansion - Professional Design Services Agreement and Budget Adjustment
Contact:	Rjahja Canlas 916-774-5331 rcanlas@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve the Professional Design Services Agreement with PBK Architects, Inc. ("PBK") and authorize the City Manager to execute the agreement.

Staff also recommends that the City Council adopt an ordinance to approve the request for a budget adjustment transferring $130,000 from the Public Facilities Fund (Fund 3355) to the Police Department Expansion Project to fund the work.

BACKGROUND

In March of 2022, the Public Works Department issued a Request for Proposals soliciting architectural services to assist with the Police Department Expansion Project. The Roseville Police Department headquarters is currently located in a 3-story facility at 1051 Junction Blvd. The building was originally constructed in 1997 and is approximately 83,700 square feet (SF). A 2012 space requirements study concluded that an additional 19,690 SF is needed for the expected growth of the Police Department through 2032.

The proposed phasing of the Police Department Expansion Project includes:
- Phase 1A – Prepare a facilities master plan
- Phase 1B – Construct a new parking lot or parking structure
- Phase 2 – Construct a new office building and expanded public parking
- Phase 3 – Tenant improvements to the existing building
- Phase 4 – Construct a new training facility

Staff has negotiated a fee with PBK to complete phase 1A - preparation of a facilities master plan. The scope of work includes completing a site assessment, preparing site plan design options, preparing a facilities master plan, and providing an estimate of construction cost for phase 1B. The not-to-exceed fee is $117,200.

FISCAL IMPACT

A budget adjustment in the amount of $130,000 is being requested to fully fund the PBK contract and to cover City staff time. Funding for the project will come from available resources in the Public Facilities Fund (Fund 3355). No General Fund resources are being used.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

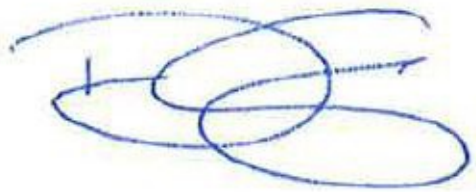
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rjahja Canlas, Design & Construction Project Manager

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-343

PDSA Police Department

Ordinance 6549

Budget Adjustment

RESOLUTION NO. 22-343

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PBK ARCHITECTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding the Police Department Expansion Project, by and between the City of Roseville and PBK Architects, 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Police Department Expansion Project

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and PBK Architects, Inc, a Texas corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of architectural services for Police Department Expansion; and

WHEREAS, CONSULTANT has prepared a proposal dated April 06, 2022, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred seventeen thousand, two hundred dollars ($117,200).

CONSULTANT shall submit monthly invoices 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 agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. 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 worked 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. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

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

10. 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, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

14. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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 materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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. 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.

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

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 is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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	CONSULTANT
Rjahja Canlas Design & Construction Project Manager 2005 Hilltop Circle Roseville, CA 95747	Bill Louie Principal 1110 Iron Point road, Suite 200 Folsom, CA 95630

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 _____, 2022, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

PBK ARCHITECTS, INC., a
Texas corporation

BY: _____
its: President

and

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:

BY: _____
its: Secretary

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT “A”

E. Project Plan

PBK proposes to follow this preliminary work plan to implement Phase 1A, 1B and 2 as described in the RFP with commencement of design services on July 1, 2022. Please note that only major tasks are itemized as this time and some activities occur concurrently with others (not in sequential order). A fully detailed schedule with additional sub-task activities will be generated after the project kickoff meeting (see schedule).

A. PRELIMINARY SCHEDULE

This project schedule outlines our proposed work plan from project beginning through completion of construction. The expected start date of services is June 1, 2022. All required project team reviews are built-in although not specifically itemized. This schedule can be viewed as the overall master schedule which will be adjusted at each phase milestone.

	Work Tasks	Duration	Start	Complete	Responsible Party
Phase 1A - Facilities Master Plan		**123**			
1	Project kick-off meeting			07/01/22	All
2	Site assessment, utility infrastructure analysis, easement and right-of-way analysis, review CH&D space program document, site recon of existing PD building facility	15	07/02/22	07/17/22	All
3	Initiate traffic analysis and prepare report	60	07/02/22	08/31/22	PBK
4	Adjust and finalize space program and site parking needs	45	07/02/22	08/16/22	All
5	Prepare site plan design options	45	08/17/22	10/01/22	PBK
6	Prepare final Facilities Master Plan	30	10/02/22	11/01/22	PBK
7	Prepare cost estimate	10	10/22/22	11/01/22	PBK
8	Management activities (monthly meetings, project schedule, scoping meetings with stakeholder groups, City staff and City Council meeting presentations)				

SCOPE OF SERVICES

The Consultant shall provide the following architectural services:

Phase 1A – Facilities master plan

1. Review the Police Department Amended Detailed Space Requirements (Calpo, Hom, & Dong Architects)
2. Establish and maintain a project schedule.
3. Field review the existing Police Department facility and adjacent buildings/sites impacted by the expansion.
4. Meet monthly with City staff.
5. Take an active role in the scoping meetings with various stakeholder groups to refine project goals.
6. Prepare presentation materials for use by City staff at public input meetings and City Council meetings.
7. Analyze vehicular circulation and access.
8. Determine if roundabouts are required.
9. Analyze current and future parking needs and provide a recommendation for the total number of parking spaces required.
10. Research and obtain a copy of utility maps within the project limits for existing and/or proposed facilities.
11. Incorporate Low Impact Design (LID) measures from the West Placer Storm Water Quality Design Manual for the landscaping and for storm water management.
12. Topo Survey (limited to drone aerial documentation, collecting and reviewing record documents). Field survey activities deferred to later phase.
13. Assemble and review existing plans, land surveys, utilities connections, heritage tree surveys and other information available for the project site.
14. Using input gathered, prepare at least three (3) alternative conceptual site plans, including phasing plans, building massing, parking, vehicular circulation, and landscaping, with phasing options.
15. Incorporate City comments into a final Master Plan.
16. Prepare an opinion of probable costs for Phase 1B.

Deliverables:

- Adobe Acrobat PDF files of draft and final Master Plans
- Microsoft Excel files of cost estimates

EXHIBIT “B”

July 1, 2022

	Phase 1A - Facilities Master Plan	Breakdown of hours: PBK staff hours	Breakdown of hours: Engineering Team hours	Fee ($200/hr)
1	Project kick-off meeting	12	0	$ 2,400
2	Site assessment, utility infrastructure analysis, easement and right-of-way analysis, review CH&D space program document, site recon of existing PD building facility	40	78	$ 23,600
3	Initiate traffic analysis and prepare report	10	40	$ 10,000
5	Adjust and finalize space program and site parking needs	80	0	$ 16,000
6	Prepare site plan design options	60	16	$ 15,200
8	Prepare final Facilities Master Plan	40	48	$ 17,600
9	Prepare cost estimate (excludes Phase 2)	6	12	$ 3,600
10	Management activities (monthly meetings, project schedule, scoping meetings with stakeholder groups, city staff and City Council meeting presentations)	80	24	$ 20,800
	Sub-Total			$ 109,200
11	Topo Survey (limited to drone aerial documentation, collecting and reviewing record documents). Field survey activities deferred to later phase)A two-phase approach has a escalated factor of 30-35% due to multiple mobilization and some repeated work task.			$ 8,000
12	Geotechnical Soils Investigation (deferred to later phase)			$ -
	TOTAL FEE			**$ 117,200**

ORDINANCE NO. 6549

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 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 2022-23, is hereby amended as listed on the attached budget adjustment for the Police Department Expansion Project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Rjahja Canlas / Design & Construction Project Manager
FISCAL YEAR: 2022-23

PREPARER NAME & TITLE: Rjahja Canlas / Design & Construction Project Manager
COUNCIL DATE (if applicable): 9/7/2022

DEPARTMENT/DIVISION: PW - Facility Services
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3355	6587	84001	500301	117,200	Establish expenditure budget for design
3355	5080	84001	500301	12,800	Establish expenditure budget for staff time
			TOTAL	130,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	130,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3355				(130,000)	Reduce Public Facilities Fund Balance
			TOTAL	(130,000)	

Justification for Budget Adjustment:

This $130,000 budget adjustment is being requested to fund the design for phase 1A for the Police Department Expansion Project. The Police Department has outgrown the available space at 1051 Junction Blvd. The scope of services for Phase 1A include developing the conceptual master plan and providing cost estimates for the design and construction of a new parking lot or parking structure.

REQUIRED APPROVALS:

Jason Shykowski Digitally signed by Jason Shykowski Date: 2022.07.27 11:02:25 -07'00'

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

BUDGET MANAGER / DESIGNEE — DATE

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: September 14, 2020

7/25/20222:21 PM

COUNCIL COMMUNICATION

CC #: 2272
File #: 0900-05 & 0201-01

Title:	Fire Station No. 8 - Design-Assist Construction Agreement and Budget Adjustment
Contact:	Rjahja Canlas 916-774-5740 rcanlas@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.26.

RECOMMENDATION TO COUNCIL

Staff recommends that Council take the following actions:

- Approve the Design-Assist Construction Agreement with Carter-Kelly Incorporated;
- Adopt a resolution to authorize the City Manager to execute the agreement;
- Authorize staff to approve change orders for an amount not to exceed 5% of the approved Guaranteed Maximum Price (GMP); and
- Adopt an ordinance to approve a budget adjustment and loan amortization schedule memorializing repayment terms of a $4,580,000 interfund loan from the General Fund Capital Reserve Fund (1012) to the Fire Facilities Fund (3360) and an appropriation of $13,580,000 from the Fire Facilities Fund (3360) to the Fire Station No. 8 capital improvement project (500067).

BACKGROUND

On June 6, 2022, the City released a Request for Proposals for a design-assist construction contract for Fire Station No. 8 which included a requirement for a Guaranteed Maximum Price (GMP). The deadline to submit proposals was July 11, 2022. One proposal was received:

Contractor: Carter-Kelly, Inc. GMP: $11,704,446

Because of the current volatile nature of today's economy, staff used a low/high range approach to the Engineer's Estimate for this project with a low estimate of $12,090,000 and a high estimate of $13,310,000.

The proposal was vetted by a five-member selection committee consisting of representatives from the Public Works Department, City Attorney's Office, Roseville Fire Department, and MFDB Architects. The selection committee unanimously agreed that Carter-Kelly would be the right fit for this particular project based on their experience with the City on past projects, experience with fire station construction, references, and their GMP.

Once onboard, Carter-Kelly will assist the design team with advancing the construction plans and

specifications to 100%.

Construction of Fire Station No. 8 is expected to begin in the spring of 2023 and be completed by late spring or early summer 2024.

FISCAL IMPACT

The total project cost including construction costs, FFE (furniture, fixtures, and equipment), design costs, construction soft costs, and a 5% contingency is $14,480,000, of which $900,000 was previously appropriated to the project budget.

Carter Kelly's GMP:	$11,704,446
Construction contingency (5% of GMP):	585,222
FFE (furniture, fixtures, and equipment):	749,706
Design (MFDB Architects):	572,063
Construction soft costs:	868,563
Estimated total project cost:	$14,480,000

Construction soft costs for this project include architectural and engineering construction support, plan review and building permit fees, special inspection and material testing, construction management, and staff time.

The recommended budget adjustment authorizes a $4,580,000 advance from the General Fund Capital Reserve Fund (1012) to the Fire Facilities Fund (3360) via an interfund loan. Under this structure, the Fire Facilities Fund will repay the General Fund Capital Reserve Fund over a five-year period. The loan terms and amortization schedule are attached to the budget adjustment for Council approval. In addition, any available Fire Facilities Fee resources available at the end of a given fiscal year (after the scheduled debt service payment is made) will be included in the next proposed budget to be transferred to the General Fund Capital Reserve Fund to repay the interfund loan early. The budget adjustment also includes the scheduled interest payment due on June 30, 2023.

Terms are as follows:

Loan:	$4,580,000
Rate:	City's prior year average annual pooled interest rate
Interest accrues from:	9/8/22 (day after Council approval)
Number of annual payments:	Five
First principal payment:	6/30/24
Principal Payment - Year 1:	$1,000,000
Principal Payment - Year 2:	$1,000,000
Principal Payment - Year 3:	$1,000,000
Principal Payment - Year 4:	$1,000,000
Principal Payment - Year 5:	$ 580,000

Additionally, the recommended budget adjustment authorizes the appropriation of $13,580,000 from the Fire Facilities Fund (3360) to the Fire Station No. 8 capital improvement project (500067). The total amended project budget will be $14,480,000.

ENVIRONMENTAL REVIEW

Development of the Fire Station 8 project was previously evaluated in the Hewlett Packard Master Plan EIR, certified May 15, 2008 (SCH No. 1995112022), and subsequently the Campus Oaks Master Plan Amendment to the Hewlett Packard Master Plan EIR on May 20, 2020 (Resolution 20-168). The Fire Station 8 project is within the scope of the project covered by the Hewlett Packard Master Plan Final EIR, and Campus Oaks Master Plan Amendment. As discussed in the Master Plan EIR, the EIR provides environmental analysis of community infrastructure and facilities, to the extent applicable.

Because the project is consistent with the Hewlett Packard Master Plan EIR and Campus Oaks Master Plan Amendment, no new effects would be expected to occur and all applicable mitigation measures from the Hewlett Packard Master Plan EIR and Campus Oaks Master Plan Amendment will be implemented during the design and construction of the Fire Station 8 project. As such, no additional environmental documentation is required.

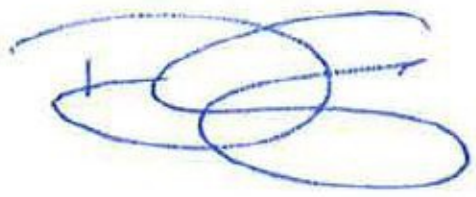
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rjahja Canlas, Design & Construction Project Manager

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:
Description

Resolution 22-330

Design-Assist Construction Agreement

Ordinance 6545

Budget Adjustment

Interfund Loan Amortization Schedule

RESOLUTION NO. 22-330

APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT, BY AND BETWEEN CARTER/KELLY, INCORPORATED. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Design-Assist Construction Agreement for the Fire Station No. 8 Project, by and between Carter/Kelly, Incorporated, 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 City Manager, or his designee, is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed 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

DESIGN-ASSIST CONSTRUCTION AGREEMENT
(PROJECT: Fire Station 8)

This Design-Assist Construction Agreement ("Agreement") is made and entered into this ____ day of _____, 20___, by and between the City of Roseville, a municipal corporation ("CITY") and Carter/Kelly, Incorporated, a California corporation ("CONTRACTOR").

RECITALS

WHEREAS, CITY has issued a Request for Proposals pursuant to which CITY solicited proposals from design-assist contractors to construct Fire Station 8 ("Project"); and

WHEREAS, CONTRACTOR has submitted a proposal in response to RFP #01-057, dated July 11, 2022, 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 CITY, who provides architectural, design and/or engineering services as may be required by the Work. The Architect/Engineer shall be registered in the State of California and the architect and/or engineer of record for the Work pursuant to their design responsibilities. The Architect/Engineer may be substituted or replaced at the discretion of CITY.

1.4 "Authorized Representatives" means the Design-Assist Team and those individuals appointed by CITY and CONTRACTOR from time to time in accordance with the provisions of 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-Assist Team for the Project, approved by CITY, and incorporated into this Agreement by reference after such approval, to be used to construct the Project. The Construction Documents shall set forth in detail all items necessary to complete the construction of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase). All amendments and modifications to the Plans and Specifications must be approved by CITY prior to incorporation into this Agreement. CONTRACTOR's attention is hereby directed to the confidentiality requirements of 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-Assist 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-Assist 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-Assist Team for CITY's review and approval prior to the preparation of the Construction Documents. The Design Development Documents shall illustrate the scale and relationship of Project components, outline the nature and structural exterior and three dimensional scale of the Project and shall fix and describe in detail the configuration and character of the Project concerning all items of the Project necessary for the complete and final preparation of the Construction Documents in accordance with the requirements of the Contract Documents, including architectural and electrical systems, materials and such other elements as may be appropriate. CONTRACTOR's attention is hereby directed to the confidentiality requirements of 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-Assist Work" means that portion of the Work consisting of the design-assist services required to be provided in connection with the Architect/Engineer's design of the Project as set forth in the Contract Documents, which shall be performed consistent with the standards of care set forth herein.

1.30 "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 Agreement 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, 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 to perform and complete, the Work in accordance with the Contract Documents, standard professional and trade practices, and Applicable Laws. CONTRACTOR covenants that the Work and the materials provided thereunder shall be appropriate for the purposes stated in the Request for Proposal and Proposal. Although it is the responsibility of CONTRACTOR to conform the Work to Applicable Laws at all times, to the extent there is a change in one or more Applicable Laws after the date of execution of this Contract, and such change has the effect of increasing the cost or time of performance of the Work, such change may be the subject of a Change Order under the provisions of Article 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 Sub-contractors 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-Assist 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-Assist Team to prepare, for the approval of CITY, working drawings and specifications setting forth in detail the requirements for the construction of the Project in its entirety 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.

The Architect/Engineer is the entity professionally responsible for the design of the Project. CITY acknowledges that CONTRACTOR is a general contractor and not an architect or engineer. Except with respect to any subcontractors of CONTRACTOR providing architectural or engineering services for the Project as design-build work, CONTRACTOR's review of or input for any design documents, or CONTRACTOR's recommendation for any design concepts, is made solely in CONTRACTOR's capacity as a licensed contractor and not as a licensed design professional. CONTRACTOR is not responsible for any errors in the design or failure of the design to comply with applicable laws, codes, rules and regulations, or lawful orders of public authorities. However, if CONTRACTOR observes any such nonconformity or errors it shall promptly notify CITY and the Architect/Engineer.

2.4.2 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. 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-Assist Development Coordination. CONTRACTOR understands and agrees that all Design Development Documents and time schedules prepared by Architect/Engineer must be coordinated with CONTRACTOR and CITY. CONTRACTOR shall participate and provide recommendations in the development of the drawings and other documents to fix and describe the size and character of the Project in its entirety as to structural, and electrical systems, materials and other essentials in CONTRACTOR's capacity as a general contractor and not as a design professional, focusing on constructability and cost implications of the evolving design.

2.6.3.2 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 Construction Work will be free from defects not inherent in the quality required or permitted, and that the Construction Work will conform with the requirements of the Contract Documents. Construction Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by CITY at its sole discretion.

CONTRACTOR shall warranty the Construction Work for a period of one-year commencing upon recording of the notice of completion. If within this one-year warranty period any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, CONTRACTOR shall correct it promptly after receipt of written notice from CITY to do so. CITY shall give such notice promptly after discovery of the condition. CONTRACTOR shall bear the cost of correction.

CONTRACTOR's attention is directed to 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 its 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. To the extent that CONTRACTOR provides value engineering suggestions or comments with respect to the Project's design, CITY acknowledges that such services are advisory only and not professional design services. CITY shall refer all such suggestions and comments to the Architect/Engineer for review and evaluation prior to CITY's acceptance thereof. CITY shall cause the Architect/Engineer to revise the Project's design documents to reflect all value engineering suggestions and comments accepted by CITY without delay or disruption to the timely and orderly progress of the Work, including revisions needed to address the impact of an agreed value engineering solution on other portions of the Work. The GMP and Contract Time shall be adjusted by Change Order promptly after CONTRACTOR's review and pricing of the change to the Work reflected in the revised design documents.

2.21.1 Subcontractors Bids. CONTRACTOR shall make recommendations to the Architect/Engineer regarding the appropriate quality of materials, equipment, component systems and types of construction for the most reasonable prices for inclusion in the Construction Documents, and CONTRACTOR shall also recommend to the Architect/Engineer and CITY reasonable adjustments in the scope of the Project so that the total cost bid by the bidding Subcontractors will not exceed the estimate.

2.22 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 inexcusably 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") and GMP Shared Savings. CITY shall pay for CONTRACTOR's performance under this Agreement the Cost of the Work and Fee (as described in Exhibit 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 Shared Savings. CONTRACTOR shall be compensated for actual work completed based on the Cost of Work and Fee up to the amount of the GMP. If CONTRACTOR's actual total Cost of the Work and Fee is less than the GMP, upon Final Completion, the CONTRACTOR shall be entitled to receive forty percent (40%) of the GMP Savings. "GMP" Savings shall mean the positive difference, if any, when the actual Total Cost of the Work and Fee is subtracted from the GMP; provided, however, that unused contingency monies, if any, shall not be subject to shared savings.

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 provide CITY with a Certificate of Substantial Completion. Within a reasonable time thereafter, CITY and CONTRACTOR shall make an inspection of the Work to determine the status of completion. If CITY does not consider the Work substantially complete, CITY will notify CONTRACTOR in writing giving reasons therefor. If CITY considers the Work substantially complete, CITY will accept a corresponding partial Certificate of Substantial Completion. There shall be attached to the Certificate a Punch List of items to be completed or corrected before Final Acceptance and Final Payment.

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 or Design-Assist 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 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

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. In the event CONTRACTOR retains the Architect/Engineer, CONTRACTOR shall require its Architect/Engineer to provide professional liability (errors and omissions) insurance (certificate and additional insured endorsement) in the amount of $2,000,000.

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. The costs and expenses incurred by CONTRACTOR under this Article shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles. If such damage or loss is caused by CONTRACTOR, payment of such costs as Cost of the Work shall be limited by the provisions of 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, which costs shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible.

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 is 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:	**If to CONTRACTOR:**
Rjahja Canlas	James E. Carter
Design & Construction Project Mgr.	President
2005 Hilltop Circle	171 Middletown Road
Roseville, CA 95747	Placerville, CA 95667

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 the City Two Hundred Dollars ($200) for each calendar Day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-Site under the Agreement by CONTRACTOR or by any Subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar Day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONTRACTOR or the applicable Subcontractor.

Pursuant to the provisions of California Labor Code Sections 1773, the Department has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the work to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm, which is a part of this Agreement.

Pursuant to Labor Code Section 1773.2, General Prevailing Wage Rates set forth above, which forms a part of this Agreement, shall be posted by CONTRACTOR at a prominent place at the Site. Prevailing wage rates to be posted at the Site will be furnished by the Department. The possibility of wage increases is one of the elements to be considered by CONTRACTOR in determining its Proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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:

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY:_____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By:_____
JASON SHYKOWSKI
Public Works Director

CARTER/KELLY, INCORPORATED, a California corporation

BY: _____

its: President

and

BY: _____

its: Corporate Secretary

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 requirement 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 eleven million, seven hundred four thousand, four hundred forty-six dollars ($11,704,446), 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 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)

ESCROW No. _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

(Project: _____)

THIS ESCROW AGREEMENT is made and entered into on this ____ day of _____, 20__ by and between the:

City of Roseville, whose address is:

311 Vernon Street
Roseville, CA 95678

(hereinafter called "CITY"); and

_____, whose address is:

_____

_____

(hereinafter called "CONTRACTOR"); and

_____, whose address is:

_____

_____

(hereinafter called "ESCROW AGENT").

For the consideration hereinafter set forth, CITY, CONTRACTOR, and ESCROW AGENT agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities, subject to prior approval of CITY, with ESCROW AGENT, as a substitute for retention earnings required to be withheld by CITY pursuant to the contract for public works entered into between the CITY and CONTRACTOR for the Project in the amount of _____

_____ dollars ($_____) dated _____, (hereinafter referred to as the "Contract"). Alternatively, on written request of CONTRACTOR, CITY shall make payments of the retention earnings directly to the ESCROW AGENT.

When CONTRACTOR deposits the securities as a substitute for Contract earnings, the ESCROW AGENT shall notify CITY within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between CITY and CONTRACTOR. Securities shall be held in the name of ESCROW AGENT, and shall designate CONTRACTOR as the beneficial owner, and shall be limited to those types of acceptable securities as described in Public Contract Code Section 22300.

2. CITY shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that ESCROW AGENT holds securities in the form and amount specified above.

3. When CITY makes payment of retentions earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that the escrow created under this Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when CITY pays ESCROW AGENT directly.

4. CONTRACTOR shall be responsible for paying all fees for the expenses incurred by ESCROW AGENT in administering the Escrow Account and all expenses of CITY. These expenses and payment terms shall be determined by CITY, CONTRACTOR, and ESCROW AGENT.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earning on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to CITY.

6. CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from CITY to ESCROW AGENT that CITY consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

7. CITY shall have a right to draw upon the securities in the event of default by CONTRACTOR. Upon seven (7) days' written notice to ESCROW AGENT from CITY of the default, ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by CITY.

8. Only upon receipt of written notification from CITY certifying that the Contract is final and complete, and that CONTRACTOR has complied with all requirements and procedures applicable to the Contract, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. ESCROW AGENT shall rely on the written notifications from CITY and CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this Agreement and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT's release and disbursement of the securities and interest as set forth above.

10. The parties hereto mutually agree that this Agreement is substantially similar to the form under Public Contracts Code Section 22300.

11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of CITY and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of CITY:

_____
Title

_____
Name

_____
Signature

_____
Address

On behalf of CONTRACTOR:

_____
Title

_____
Name

_____
Signature

_____
Address

On behalf of ESCROW AGENT:

_____
Title

_____
Name

_____
Signature

_____
Address

12. At the time the Escrow Account is opened, CITY and CONTRACTOR shall deliver to ESCROW AGENT a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attestation by its City Clerk under the authority of Resolution No. 87-141, adopted by the Council of the City of Roseville on the 5th day of August, 1987, and CONTRACTOR and ESCROW AGENT have authorized the execution of this Agreement.

CITY OF ROSEVILLE, a municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

CONTRACTOR:
CARTER/KELLY, INCORPORATED, a California corporation

BY: _____

its: _____

and

BY: _____

its: _____

ESCROW AGENT:

BY: _____

its: _____

and

BY: _____

its: _____

ACKNOWLEDGED BY ADMINISTERING DEPARTMENT:

BY:_____
JASON SHYKOWSKI
Public Works Director

ESCROW No. _____

EXHIBIT E

BOND FORMS

Bond No. _____
Premium $_____

PERFORMANCE BOND

This Performance Bond ("Performance Bond"), dated _____, 20__, is in the penal sum of _____ _____ Dollars ($_____), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to ensure the Principal's faithful performance of the Design Assist Construction Agreement for the _____ project ("Design Assist Contract"). This Performance Bond consists of this page and the following Performance Bond Terms and Conditions, Paragraphs 1 through 12. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the complete and proper performance of the Design Assist Contract, which is incorporated herein by reference.

2. If the Principal completely and properly performs all of its obligations under the Design Assist Contract, the Surety and the Principal shall have no further obligation under this Performance Bond, except to participate in conferences as provided in Paragraph 3.1 below.

3. If there is no City Default, the Surety's obligation under this Performance Bond shall arise after:

   3.1 The City has notified the Contractor and the Surety at their respective addresses described in Paragraph 10 below, that the City is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Design Assist Contract. If the City, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Design Assist Agreement, but such a mutual agreement shall not waive the City's right, if any, subsequently to declare a Contractor Default; and

   3.2 The City has declared a Contractor Default and formally terminated the Contractor's right to complete the Design Assist Contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1 above.

3.3 The City has agreed to pay the Balance of the Total Contract Price to:

3.3.1 The Surety in accordance with the terms of this Performance Bond and the Design Assist Contract; or

3.3.2 To a contractor selected to perform the Design Assist Contract in accordance with the terms of this Performance Bond and the Design Assist Contract.

4. When the City has satisfied the conditions of Paragraph 3 above, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:

4.1 Arrange for the Contractor, with the City's consent, such consent to be in the City's sole discretion, to perform and complete the Design Assist Contract. If the City withholds its consent, the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below; or

4.2 Undertake to perform and complete the Design Assist Contract itself, through its agents or through independent contractors; or

4.3 Obtain proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Design Assist Contract, and, upon determination by the City of the best value for the City, arrange for a contract to be prepared for execution by the City and the contractor selected, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design Assist Contract; and, if the Surety's obligations defined in Paragraph 6 below exceed the Balance of the Total Contract Price, then the Surety shall pay to the City the amount of such excess; or

4.4 Waive its right to perform and complete the Design Assist Contract, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with the City, determine in good faith the amount for which it may then be liable to the City under Paragraph 6, below, for the performance and completion of the Design Assist Contract and, as soon as practicable after the amount is determined, tender payment therefor to the City with full explanation of the payment's calculation. If the City accepts the Surety's tender under this Paragraph 4.4, the City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Seller Default. If the City disputes the amount of Surety's tender under this Paragraph 4.4, the City may exercise all remedies available to it at law to enforce the Surety's liability under Paragraph 6, below.

5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Performance Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Performance Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors at Surety's sole expense.

6. The Surety's monetary obligation under this Performance Bond is limited by the amount of this Performance Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Seller under the Design Assist Contract. The Surety's obligations shall include, but are not limited to:

6.1 The responsibilities of the Seller under the Design Assist Contract for completion of the Design Assist Contract and correction of defective work;

6.2 The responsibilities of the Seller under the Design Assist Contract to pay liquidated damages, and damages for which no liquidated damages are specified in the Design Assist Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, defense costs or other damages; and

6.3 Additional legal, design professional and delay costs resulting from the Seller Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.

7. The Surety shall not be liable to the City or others for the obligations of the Contractor that are unrelated to the Design Assist Contract, and the Balance of the Total Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the City or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Performance Bond or in any way affect the obligations of Surety on this Performance Bond.

9. Any proceeding, legal or equitable, under this Performance Bond shall be instituted in any court of competent jurisdiction in Placer County, California within two (2) years after the Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Performance Bond, whichever occurs first. If the provisions of this Paragraph 9 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.

10. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page.

11. Any provision in this Performance Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Performance Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Total Contract Price: The total amount payable by the City to the Contractor pursuant to the terms of the Design Assist Contract after all proper adjustments have been made under the Design Assist Contract, including, for example, deductions for progress payments made, deductions for liquidated damages owed, and increases/decreases for approved modifications to the Design Assist Contract.

12.2 Design Assist Contract: The documents between the City and the Principal identified as the Contract Documents in that certain first above-mentioned Design Assist Construction Agreement, including all changes, Addenda and modifications thereto.

12.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design Assist Contract.

12.4 City Default: Material failure of the City, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Design Assist Contract or to perform other material terms of the Design Assist Contract, provided such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Design Assist Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

(Corp. Seal)

Principal: _____

Signature: _____

Name & Title:

Address:

(Corp. Seal)

Surety: _____

Signature: _____

Name & Title:

Address:

Attorney in Fact: _____

Surety shall submit the following documents along with this Performance Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and

2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

Bond No. _____
Premium $_____

LABOR AND MATERIAL BOND

This Labor and Material Bond ("Labor and Material Bond") dated _____, 20___, is in the penal sum of _____ _____Dollars ($_____), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to ensure the Principal's payment of claimants pursuant to the Design Assist Construction Agreement for the _____ project ("Design Assist Contract"). This Labor and Material Bond consists of this page and the following Labor and Material Bond Terms and Conditions, Paragraphs 1 through 15. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and to Claimants, to pay for labor, materials, Equipment furnished and Services provided in the performance of the Design Assist Contract, which is incorporated herein by reference.

2. With respect to the City, this obligation shall become null and void if and when the Principal:

   2.1 Promptly and fully makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Fully defends, indemnifies and holds harmless the City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design Assist Contact, provided the City has promptly notified the Principal and the Surety (at the address described in Paragraph 10 below) of any claims, demands, liens or suits and has tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no City Default. Otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.

3. With respect to Claimants, this obligation shall become null and void if and when the Principal promptly and fully makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants; otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.

4. The Surety shall have no obligation to Claimants under this Labor and Material Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the City, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2 Have either received a rejection in whole or in part from the Contractor, or have not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

4.3.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 above is given by the City to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the City, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Labor and Material Bond, and the amount of this Labor and Material Bond shall be credited for any payments made in good faith by the Surety under this Labor and Material Bond.

8. Amounts due the Contractor under the Design Assist Contract shall be applied to satisfy claims, if any, under this Labor and Material Bond.

9. The Surety shall not be liable to the City, Claimants or others for obligations of the Contractor that are unrelated to the Design Assist Contract. The City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Labor and Material Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Labor and Material Bond.

10. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Labor and Material Bond or in any way affect the obligations of Surety on this Labor and Material Bond.

11. Any proceeding, legal or equitable, under this Labor and Material Bond shall be instituted in any court of competent jurisdiction in Placer County, California within one (1) year from the date on which (i) the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.3.3, or (ii) the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design Assist Contract, whichever of (i) or (ii) first occurs. If the provisions of this Paragraph 11 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.

12. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the City or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below.

13. Any provision in this Labor and Material Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
The intent is that this Labor and Material Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Labor and Material Bond, the Principal shall promptly furnish a copy of this Labor and Material Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 CLAIMANT: An individual or entity having a direct contract with the Contractor or with a subcontractor (of any tier) of the Contractor to furnish labor, materials or equipment for use in the performance of the Design Assist Contract. The intent of this Labor and Material Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design Assist Contract, architectural and engineering services used or reasonably required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien or stop payment notice might be asserted.

15.2 DESIGN ASSIST CONTRACT: The documents between the City and the Contractor identified as the Contract Documents in that certain first above-

mentioned Design Assist Contract, including all changes, Addenda and modifications thereto.

15.3 CITY DEFAULT: Material failure of the City, which has neither been remedied nor waived, to pay the Contractor as required by the Design Assist Contract, provided such failure is the cause of the failure of Principal to pay the Claimants and is sufficient to justify Contractor termination of the Design Assist Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this security instrument.

(Corp. Seal)

Principal: _____

Signature: _____

Name & Title:

Address:

(Corp. Seal)

Surety: _____

Signature: _____

Name & Title:

Address:

Attorney in Fact: _____

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and

2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

Bond No. _____
Premium $_____

WARRANTY BOND

This Warranty Bond ("Warranty Bond"), dated _____, 20___, is in the penal sum of _____ for the Design-Assist Construction Agreement for the _____ project, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to guaranty that all Equipment and Services provided by Seller under the above-mentioned Design Assist Contract will fulfill the requirements of Principal's warranties and guarantees included in the Contract Documents. This Warranty Bond consists of this page and the following Warranty Bond Terms and Conditions, Paragraphs 1 through 7. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for a period of one (1) year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all equipment and work provided by Contractor and its subcontractors and subvendors of all tiers in connection with the Design Assist Contract.

2. Neither final payment nor use or occupancy of the Equipment or Services performed by the Contractor shall constitute an acceptance of such Equipment or Services not done in accordance with this Warranty Bond or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship, ordinary wear and tear excepted. If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed the terms of the Contract Documents, any Equipment or Services is found to be defective, Contractor and Surety shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Equipment or Services. Contractor and Surety shall remove any defective Equipment rejected by City and replace it with Equipment that is not defective. If Contractor or Surety fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Equipment or Services corrected or removed and replaced. Contractor and Surety shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor and Surety fail to correct defective Equipment or Services, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

3. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City.

4. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to

changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Warranty Bond or in any way affect the obligations of Surety on this Warranty Bond.

5. If the Surety does not proceed as provided in Paragraph 2 above, then the Surety shall be deemed to be in default on this Warranty Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Warranty Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work as Surety's expense, protect work, mitigate damages, or coordinate work with other consultants or contractors.

6. All abbreviations and definitions of terms used in this Warranty Bond shall have the meanings set forth in the Contract Documents, including, without means of limitation, the Design Assist Contract.

7. The foregoing Warranty Bond is in addition to any other guarantees and warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Warranty Bond and any guaranty, warranty or obligation of the Seller under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor and Surety.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

(Corp. Seal)

Principal: _____

Signature: _____

Name & Title:

Address:

(Corp. Seal)

Surety: _____

Signature: _____

Name & Title:

Address:

Attorney in Fact: _____

Surety shall submit the following documents along with this Warranty Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

EXHIBIT F

CONTRACTOR'S PROPOSAL

ORDINANCE NO. 6545

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 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 2022-23, is hereby amended as listed on the attached budget adjustment for the Fire Station No. 8 Construction Project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Rjahja Canlas / Design & Construction Project Manager
FISCAL YEAR: 2022-23

PREPARER NAME & TITLE: Rjahja Canlas / Design & Construction Project Manager
COUNCIL DATE (if applicable): 9/7/22

DEPARTMENT/DIVISION: PW - Facilities
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3360	6587	84001	500067	13,500,000	Increase project expense budget for construction
3360	5080	84001	500067	80,000	Increase project expense budget for staff time
1012	6890	10001		4,580,000	Transfer out to Fire Facilities Fund
3360	6605	10001		39,608	Interest Expense - Interfund Loan
			TOTAL	18,199,608	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3360	4890	10001		4,580,000	Transfer in from Capital Reserve Fund
1012	4451	10001		39,608	Interest revenue
			TOTAL	4,619,608	

NET ADJUSTMENT	13,580,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3360	3601	0	0	(9,039,608)	Reduce Fire Facilities Fund Balance
1012	3601	0	0	(4,540,392)	Reduce Capital Reserve Balance
	3601	0	0		
	3601	0	0		
			TOTAL	(13,580,000)	

Justification for Budget Adjustment:

This budget adjustment is needed to fully fund construction of project 500067 - Fire Station 8. The funding will come from 3360 - Fire Facilities Fund Balance ($9,000,000) and a loan from 1012 - Capital Reserve Fund. The amended total project budget will be $14,480,000.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

BUDGET MANAGER / DESIGNEE — DATE

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: September 14, 2020

8/16/20224:54 PM

A42 - Function No. 26043

Loan from General Fund Capital Reserve Fund (Fund 1012) to Fire Facilities Fund (Fund 3360)

Loan Purpose - This loan is to provide funding for Fire Station No. 8 to augment the currently available balance in the Fire Facilities Fund. The Fire Facilities Fund will repay the loan from revenue collected from the fire facilities fee.

Loan Amount: $4,580,000

Council Approval Date: *on 9/7/2022 Council Agenda*

Interest Rate: The interest rate is based upon the City's prior year average annual pooled interest rate (for example, the City's FY22 average annual pooled interest rate will be used to calculate the FY23 interest amount). This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

Term: 5 years

First Payment: FY23

Repayment Source: Annually the Fire Facilities Fund will pay the scheduled debt service payment to the General Fund Capital Reserve Fund. In addition, any available Fire Facilities Fee resources available at the end of a given fiscal year (after the scheduled debt service payment is made) will be included in the next proposed budget to be transferred to the General Fund Capital Reserve Fund to repay the interfund loan early.

	FY22	FY23*	FY24*	FY25*	FY26*	FY27*	FY28*
Interest Rate	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%

*estimated based upon prior year's interest rate

Date	Interest	Principal Reduction	Loan Balance	Long Term	Current Portion	Annual Payment Due	Fiscal Year
9/8/2022**			4,580,000				
06/30/23	39,608	-	4,580,000	3,580,000	1,000,000	39,608	FY23
06/30/24	49,006	1,000,000	3,580,000	2,580,000	1,000,000	1,049,006	FY24
06/30/25	38,306	1,000,000	2,580,000	1,580,000	1,000,000	1,038,306	FY25
06/30/26	27,606	1,000,000	1,580,000	580,000	1,000,000	1,027,606	FY26
06/30/27	16,906	1,000,000	580,000	-	580,000	1,016,906	FY27
06/30/28	6,206	580,000	-	-	-	586,206	FY28
	177,638	4,580,000					

**estimated disbursement date

COUNCIL COMMUNICATION

CC #: 2301
File #: 0704-02 & 0201-01

Title:	Urban Forestry Water Trailer - Budget Adjustment
Contact:	Eric Dexter 916-746-1769 edexter@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.27.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment to allocate funds from the Native and Non-Native Oak Propagation Funds for the purchase of a portable 725-gallon water trailer in the amount of $11,161.

BACKGROUND

This is a new equipment request for a 725-gallon water trailer to provide emergency additional watering for declining trees throughout the City by the Open Space and Urban Forestry teams in the Parks, Recreation & Libraries Department. City growth, along with more trees being added to our inventory, has resulted in an increased demand for the use of a water trailer to keep our Urban Forest healthy.

Staff recommends a budget adjustment from the Native and Non-Native Oak Propagation Funds, totaling $11,161, to allow for the purchase of this trailer.

FISCAL IMPACT

This purchase will be funded in an amount of $5,580 from the Native Oak Tree Propagation Fund and $5,581 from the Non-Native Tree Propagation Fund, for a total of $11,161. There are sufficient balances in each of these funds to support this budget adjustment. There is no impact to the General Fund.

ENVIRONMENTAL REVIEW

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

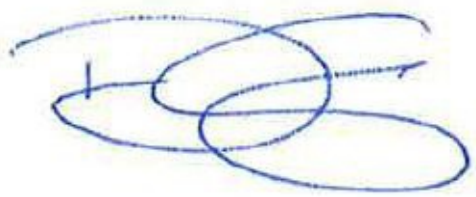
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Eric Dexter, Parks, Recreation & Libraries Superintendent

Jill Geller, Director of Parks, Recreation and Libraries



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6550

Budget Adjustment

ORDINANCE NO. 6550

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 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 2022-23, is hereby amended as listed on the attached budget adjustment for the Urban Forestry Water Trailer.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Micheal Neumann, Urban Forester | FISCAL YEAR: FY2022-23

PREPARER NAME & TITLE: Rendi Hodge, Management Analyst | COUNCIL DATE (if applicable): Aug 3, 2022

DEPARTMENT/DIVISION: Parks & Recreation - Open Space | ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2541	5516	58120		5,580	Increase appropriation for purchase of additional 725 gal. water trailer
2545	5516	58120		5,581	Increase appropriation for purchase of additional 725 gal. water trailer
4005	6552	62601		11,161	Increase appropriation in the Fleet Replacement Fund for purchase of additional 725 gal. water trailer
			TOTAL	22,322	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	4254	62601		11,161	Establish revenue in the Fleet Replacement Fund to purchase additional 725 gal. water trailer
			TOTAL	11,161	

NET ADJUSTMENT	11,161	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2541				(5,580)	Decrease fund balance in the Native Oak Tree Propagation Fund
2545				(5,581)	Decrease fund balance in the Non-Native Tree Propagation Fund
			TOTAL	(11,161)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department requires an additional 725 gallon water trailer for the Open Space and Urban Forestry team to provide emergency-additional watering for declining trees throughout the city on a daily basis. This budget adjustment uses fund balances of $5,580 from the Native Oak Tree Propagation Fund and $5,581 from the Non-native Tree Propagation Fund to fund the total cost of the vehicle through the Fleet Replacement Fund. There will be no impact to the General Fund.

REQUIRED APPROVALS:

Jill Gellen 6/29/2022

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

BUDGET MANAGER / DESIGNEE — DATE

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

6/29/20224:54 PM

COUNCIL COMMUNICATION

CC #: 2275
File #: 0704 & 0201-01

Title: Adventure Club Modular Facilities - Budget Adjustment and Interfund Loan
Contact: Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.28.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance approving a budget adjustment to appropriate $637,500 each into two capital improvement projects and increase an interfund loan by $1,275,000 from the Fleet Replacement Fund (4005) to the Youth Development Fund (6591) for the purchase and installation of two Adventure Club facilities to provide child care programs at the Westbrook and Rex Fortune Elementary Schools.

BACKGROUND

Both Westbrook Elementary School and Rex Fortune Elementary School are currently under construction and scheduled to open in August of 2023. The City of Roseville's Adventure Club program will operate before school, after school and preschool programs on each school campus in partnership with the Roseville City School District (Westbrook) and the Center Joint Unified School District (Rex Fortune). This loan will fund the purchase and installation of modular facilities to operate the new Adventure Club programs on both campuses. Enrollment for both of these Adventure Club programs is anticipated to be at or near capacity within the first 2 years.

FISCAL IMPACT

This action will result in an increase to an existing interfund loan of $1,275,000 from the Fleet Replacement Fund (4005) to the Youth Development Fund (6591) along with an appropriation of $637,500 to the Westbrook Adventure Club Modular Facility Capital Improvement Project to purchase and install the modular facility at Westbrook Elementary School and $637,500 to the Rex Fortune Adventure Club Modular Facility Capital Improvement Project to purchase and install the modular facility at Rex Fortune Elementary School. The remaining loan balance will increase from $890,000 to $2,135,000, with repayment extending out ten additional years to 2047. The additional interest for the loan in FY2022-23, which is included in the budget adjustment, is $8,138. The interfund loan will be repaid with fees charged for the before school, after school, and preschool programs. This interfund loan is consistent with the Council-approved interfund loan policy.

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 Interfund Loan and Budget Adjustment meets the above criteria and are not subject to CEQA. No additional environmental review is required.

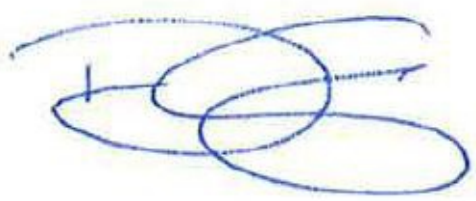
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rob Nakamura, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6546

Budget Adjustment

Vicinity Map

ORDINANCE NO. 6546

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 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 2022-23, is hereby amended as listed on the attached budget adjustment for Adventure Club Modular Facilities.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE:	Rob Nakamura, Recreation Superintendent	FISCAL YEAR:	FY2022-23
PREPARER NAME & TITLE:	Kathy Cullen, Management Analyst II	COUNCIL DATE (if applicable):	09/07/22
DEPARTMENT/DIVISION:	Parks, Recreation & Libraries	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	6890	10001		1,275,000	Transfer out - Loans: Auto Replacement (4005) to Youth Development (6591)
6591	6587	84001	500311	637,500	Adventure Club Modular Facility for Westbrook Elementary
6591	6587	84001	500312	637,500	Adventure Club Modular Facility for Rex Fortune Elementary
6591	6605	10001		8,138	Interest Expense - Interfund Loan
			TOTAL	2,558,138	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6591	4890	10001		1,275,000	Transfer In - Loans: Youth Development Fund (6591) from Auto Replacement Fund (4005)
4005	4451	10001		8,138	Interest Revenue - Interfund Loan
			TOTAL	1,283,138	

NET ADJUSTMENT	1,275,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005				(1,266,862)	Reduce Fund Balance in Auto Replacement Fund (4005)
6591				(8,138)	Reduce Fund Balance in Youth Development Fund (6591)
			TOTAL	(1,275,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries department is requesting approval of an interfund loan of $1,275,000 from the Automotive Replacement Fund (#4005) to the Youth Development Fund (#6591) along with an appropriation of $637,500 to the Westbrook Adventure Club Modular Facility Capital Improvement Project to purchase and install the modular facility at Westbrook Elementary School and $637,500 to the Rex Fortune Adventure Club Modular Facility Capital Improvement Project to purchase and install the modular facility at Rex Fortune Elementary School. The Youth Development Fund's repayment schedule is approximately $70,000 annually to the Automotive Replacement Fund. The interest for the loan in FY23 is $8,138. The interfund loan will be repaid with fees charged to the families that use the before school, after school, and preschool programs. This action does not impact the General Fund.

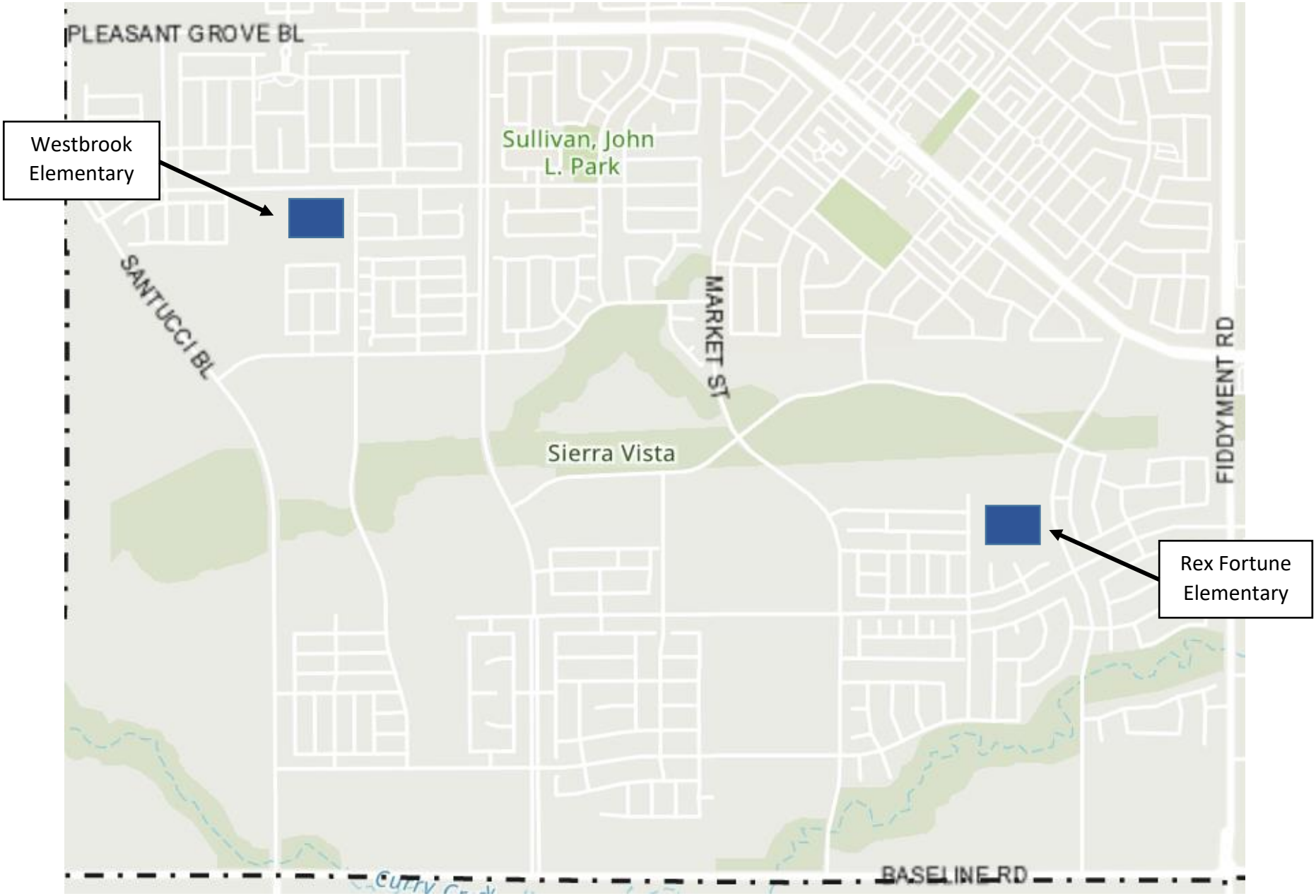
REQUIRED APPROVALS:

Gill Gellen	08/19/2022		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019


PLEASANT GROVE BL
Westbrook Elementary
Sullivan, John L. Park
SANTUCCI BL
MARKET ST
Sierra Vista
FIDDYMENT RD
Rex Fortune Elementary
BASELINE RD

COUNCIL COMMUNICATION

CC #: 2278
File #: 0709-02-01

Title:	HOUSING AUTHORITY/CITY COUNCIL – Quarterly Status Update 2nd Quarter 2022
Contact:	Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 7.29.

RECOMMENDATION TO COUNCIL

The City Council, acting as the Roseville Housing Authority Board, is not required to take any action on this item. This quarterly report is for informational purposes only.

BACKGROUND

Pursuant to the bylaws of the Roseville Housing Authority, the City Council, acting as the governing board for the Housing Authority, holds its quarterly meeting the first Wednesday of March, June, September, and December, or as soon as possible thereafter. Staff has prepared the following status report regarding lease-up activity for the Housing Choice Voucher (HCV) Program. The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance using funding from the US Department of Housing and Urban Development (HUD). This assistance is utilized at rental units that meet program specific housing standards, are owned by a willing landlord, and are within Roseville or Rocklin city limits. This rental assistance ensures that the household is able to afford to live in safe and decent housing. During the second quarter of 2022 there were 609 RHA vouchers utilized in Roseville, 120 RHA vouchers utilized in Rocklin, and 3 leased in other jurisdictions (approved transfers out of the area).

RHA is authorized to provide 795 households with HCV rental assistance. This total includes 75 vouchers allocated specifically for families on the waiting list with a head-of-household or spouse that are non-elderly and disabled (NED vouchers), 50 Emergency Housing Vouchers (EHV) providing rental assistance to individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; and 33 Mainstream vouchers that assist households who have a non-elderly adult person with a disability and are transitioning out of institutional and other segregated settings, or are currently homeless or at risk of becoming homeless. RHA is also administering 30 Project-Based Vouchers at the Main Street and Roseville Apartments (aka Annex on Main) which remains 100% leased.

RHA administers the Family Self-Sufficiency Program (FSS) which is a component of the HCV program that provides additional assistance to families who are working to become free of public assistance. HUD has undertaken a major update of the FSS program and has required PHAs to resubmit their FSS Action Plans to HUD. RHA staff is working quickly to update the FSS Action Plan with the required updates due to HUD by September 30, 2022.

Roseville Housing Authority continues to apply for additional vouchers and administrative fees when award or NOFA applications are made available from HUD to Public Housing Authorities. RHA applied for additional Mainstream vouchers and associated fees in April 2022 and Special HUD-VASH fees in July 2022. In January 2022 HUD awarded RHA 10 additional Veterans Affairs Supportive Housing Vouchers (VASH) used for veteran households that come via referral from the Veterans Affairs (VA) Department. This brings the number of veteran families that RHA can provide rental assistance to a total of 75. RHA has been working with City of Roseville's Public Affairs & Communication department on an electric billboard advertisement to recruit landlords to rent to HUD-VASH households. The attached advertisement began appearing on billboards along the highway in early August.

Each housing authority is required to be at least 95% leased-up for its voucher allocation or utilizing at least 95% of its annual budget authority to remain in compliance with HUD's requirements. The lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type), and/or 100% expenditure of its annual budget allocation for the program. Agencies leasing up or expending 98% or more of its allocated vouchers and/or budget can reach high-performing status. RHA continues to meet HUD program requirements for high-performing status through 100% expenditure of its annual budget allocation.

Lease-up has increased in the second quarter of 2022. EHV utilization continues to increase, up from 2.3% in the fourth quarter 2021, to 23.3% at the end of the second quarter 2022. Staff continues to attend bi-monthly check in meetings to work with the Homeless Resource Council of the Sierras and referring agencies to address any barriers to housing that arise. The attached table provides a monthly summary of RHA's voucher programs for through the second quarter of 2022.

FISCAL IMPACT

This Housing Authority status report does not create any additional cost to 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 Roseville Housing Authority Quarterly Report meets the above criteria and is not subject to CEQA. No additional environmental review is required

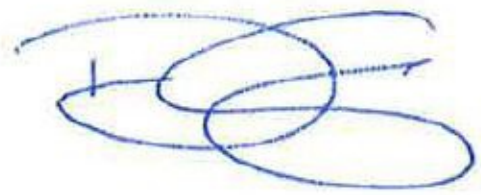
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality

Respectfully Submitted,

Suzi Cook-Turner, Housing Supervisor

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Voucher Lease Up Table Qtr 2 2022

Electronic Billboard Advertisement - VASH

Roseville Housing Authority Voucher Lease-up Quarter 2 2022

2022	Actual Lease-up of Regular	10-HUD Regular (562)	Actual Lease-up of Non-Elderly Disabled	5-HUD Non-Elderly Disabled (75)	Actual Lease-up of VASH	11-HUD VASH (75)	Actual Lease-up of Mainstream	12-HUD Mainstream (33)	Actual Lease up of EHV	21-HUD Emergency Housing Vouchers (EHVs) (50)
Jan-22	542	562	69	75	58	75	30	33	3	50
Feb-22	544	562	67	75	57	75	28	33	11	50
Mar-22	538	562	67	75	58	75	28	33	12	50
Apr-22	533	562	74	75	59	75	26	33	11	50
May-22	535	562	72	75	56	75	26	33	14	50
Jun-22	533	562	74	75	58	75	27	33	19	50
YTD Total	**3225**	**3372**	**423**	**450**	**346**	**450**	**165**	**198**	**70**	**300**
YED % Leased	**95.6%**		**94.0%**		**76.9%**		**83.3%**		**23.3%**	

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Roseville.ca.us/Vet



COUNCIL COMMUNICATION

CC #: 2294
File #: 0709-05

Title:	Letter of Support for The Gathering Inn's State of California Community Care Expansion Program Funding Application
Contact:	Melissa Anguiano 916-774-5284 mvanguiano@roseville.ca.us Dion Louthan 916-774-5362 dlouthan@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Recommend City Council provide direction to Staff regarding a requested letter of support for The Gathering Inn's application to the California Department of Health Care Services and California Department of Social Services Community Care Expansion (CCE) program for California Health and Human Services Agency (CalHHS) infrastructure funding to establish a 30-bed medical respite center in Roseville, California and, if direction is given to prepare said letter of support, adopt a Resolution authorizing the Mayor to sign any such letter on behalf of the City.

BACKGROUND

Contingent on site control and funding, The Gathering Inn (TGI) is proposing a 30-bed medical respite center at 300 Elefa Street, Roseville, CA 95678. The proposed site is located in the Los Cerritos neighborhood and within an approximate 500 feet radius of Woodbridge Elementary School. At the May 18, 2022, City Council meeting, Council approved the following actions for a portion of right of way (ROW) south of Lot 7038, which is located on Elefa Street and immediately adjacent to the proposed site:

1. Adopted a resolution vacating the ROW in a portion of ROW south of Lot 7038 and authorized the City Manager to execute a Quitclaim Deed of the portion of ROW to Albert Francis Development, Inc., and

2. Authorized the City Clerk to record the Quitclaim Deed, the Resolution, and anything else necessary to effectuate the intent of these actions after the City has complied with the 30-day California Department of Housing and Community Development review process.

Medical respite care is acute and post-acute care for persons experiencing homelessness who are too ill or frail to recover from a physical illness or injury on the streets but are not ill enough to be in a hospital. TGI's proposed medical respite center is anticipated to provide:

· Housing for up to 6 weeks or 90 days with authorization;

· Assistance with follow-up medical appointments and establishing continuing primary care;

· Case management to develop a plan for housing after discharge and access available public programs and resources; and

· Behavioral health assessments and referral for services.

The proposed center will be an expansion of TGI's current 10-bed medical respite center located in Auburn. TGI has been successfully operating the Auburn center since 2009, and serves approximately 75 people annually. This expansion would allow for an additional 210 guests served annually between the two locations. As a part of their outreach process, TGI represents they have met with surrounding neighbors to address any issues or concerns with the proposed center.

On January 31, 2022, the California Department of Health Care Services (DHCS) and Department of Social Services (CDSS) released a joint Request for Applications (RFA) for $570 million in CalHSS infrastructure funding under the Community Care Expansion program for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities serving Supplemental Security Income/State Supplementary Payment (SSI/SSP) and Cash Assistance Program for Immigrants (CAPI) applicants and recipients, including those who are experiencing or at risk of homelessness. If funding is granted, TGI will have to commit to operating the site per the program for a period of 30 years. TGI is pursuing an application for funding under this RFA to support the expansion of its medical respite center in Roseville. The application indicates stakeholder engagement at the local level is very important to the success of the project and a requirement for funding.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund.

ENVIRONMENTAL REVIEW

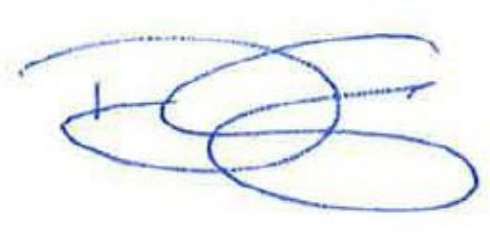
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Melissa Anguiano, Economic Development Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-348

RESOLUTION NO. 22-348

LETTER IN SUPPORT FOR THE GATHERING INN'S APPLICATION TO THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES AND CALIFORNIA DEPARTMENT OF SOCIAL SERVICES COMMUNITY CARE EXPANSION PROGRAM

WHEREAS, on June 3, 2022, the California Department of Health Care Services and Department of Social Services released a joint Request for Applications (RFA) for $570 million in infrastructure funding under the Community Care Expansion program for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities serving Supplemental Security Income/State Supplementary Payment and Cash Assistance Program for Immigrants applicants and recipients, including those who are experiencing or at risk of homelessness; and

WHEREAS, contingent on site control and funding, The Gathering Inn (TGI) is proposing a 30-bed medical respite center at 300 Elefa Street; and

WHEREAS, TGI is pursuing an application for funding under this RFA to support the expansion of its medical respite center in Roseville; and

WHEREAS, the proposed center will be an expansion of TGI's current 10-bed medical respite center located in Auburn.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that City Staff is directed to prepare a Letter of Support for The Gathering Inn's application to the California Department of Health Care Services and California Department of Social Services Community Care Expansion program for California Health and Human Services Agency infrastructure funding and said Letter of Support may be executed by the Mayor, or her designee, on behalf of the Council of the City of Roseville.

PASSED AND ADOPTED by the Council of the City ofRoseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____

COUNCIL COMMUNICATION

CC #: 2271
File #: 0800-05

Title:	Citywide Strategic Technology Roadmap & Cybersecurity Assessment (Years 2022-2027)
Contact:	Hong Sae 916-774-5152 hsae@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 8.2.

RECOMMENDATION TO COUNCIL

This is an informational item. There is no recommendation for action requested with this department update presentation.

BACKGROUND

The Information Technology Department seeks to inform and update the City Council on the Citywide Strategic Technology Roadmap & Cybersecurity Assessment for the years 2022 through 2027. This presentation is intended to increase transparency, share achievements as well as upcoming technology and cybersecurity challenges our City may face.

FISCAL IMPACT

There is no fiscal impact as a result of this informational report.

ENVIRONMENTAL REVIEW

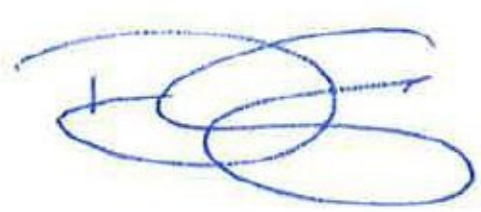
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Hong Sae, Chief Information Officer



_____

Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 2284
File #: 0800-05 & 0201-01

Title:	Citywide Customer Relationship Management (CRM) Project - Contract Purchase Agreement and Budget Adjustment
Contact:	Melissa Hernandez 916-774-5107 melhernandez@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a contract purchase agreement with Rock Solid Technology, Inc. for implementation of the citywide Customer Relationship Management system for a total cost of $341,450, and authorize the City Manager to execute it. Additionally, staff requests the Council authorize the Chief Information Officer to approve change orders up to an additional 10% ($34,145) to cover unexpected changes to the project scope or schedule.

Staff also recommends that the City Council adopt an ordinance to approve a budget adjustment to increase the budget in the Customer Relationship Management (500132) capital improvement project by $125,595.

BACKGROUND

For years, the City has desired to have a Customer Relationship Management (CRM) system. The software will enable staff to enhance the City's excellent customer service by having a public-facing ticketing system and create one voice that is consistent between departments. The City published Request for Proposals (RFP) #12-020 in February 2022 for the selection of a CRM system. The City received fifteen responses, and one vendor was selected based on their proposal and interview. The City's evaluation team included staff from the Information Technology, Environmental Utilities, Development Services, Public Affairs & Communications, City Manager's Office and Parks, Recreation and Libraries departments. Staff attended software demonstrations to evaluate the application capabilities, vendor's experience and knowledge in the industry. The team selected Rock Solid as the highest scoring vendor to provide services for this project.

FISCAL IMPACT

The total not-to-exceed cost for this contract, including the 10% contingency, is $375,595 in FY2022-23. The current project budget is $250,000. A budget adjustment of $125,595 is recommended from the IT Operations Fund to fully fund the project. Future annual funding

requirements for licenses for City staff, mobile application, resident & community interaction, vendor implementation and annual support, are as follows: Year 2, $242,445.00; Year 3, $254,567.25; Year 4, $267,295.61; and Year 5, $280,660.39. The cost of the potential annual extensions will be allocated to City departments via internal service fund charges from the Information Technology Operations fund for the next four years.

ENVIRONMENTAL REVIEW

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

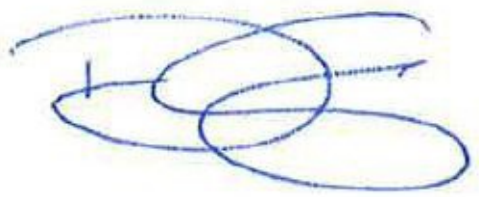
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal B - Support community engagement and advocacy
Goal E - Deliver exceptional city services

Respectfully Submitted,

Melissa Hernandez, Business Systems Analyst

Hong Sae, Chief Information Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-340

Contract Purchase Agreement

Ordinance 6548

Budget Adjustment

RESOLUTION NO. 22-340

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROCK SOLID TECHNOLOGY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002485) for Customer Relationship Management (CRM) software and support, between the City of Roseville and Rock Solid Technology, Inc., has been reviewed by the Council; and

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

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

BE IT FURTHER RESOLVED that the Chief Information Officer is authorized to approve change orders for the purchase, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

DocuSign Envelope ID: 261196C8-EE2B-4E7F-9312-16AECFA5E8BB

Contract Purchase Agreement 3002485

Supplier Details:

Company	Rock Solid Technology Inc
Contact	Erik Sickinger
Address	912 Capital of Texas Hwy S
	Suite 180
	Austin, TX 78746

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

Contract Purchase Agreement 3002485

Agreement	**3002485**
Agreement Date	**17-AUG-2022**
Revision	**0**
Agreement Amount	**1,386,418.26 USD**

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

Supplier
Rock Solid Technology Inc
912 Capital of Texas Hwy S
Suite 180
Austin, TX 78746
Phone: ()
Fax: ()
Email: esickinger@rocksolid.com

Description of Labor, equipment and/or materials

The supplier shall provide the services called for under the City of Roseville Request for Proposals (RFP) 12-020 Customer Relationship Management (CRM) and Rock Solid Technology, Inc.'s 311 CRM Software proposal dated 3/24/22. The terms and scope of work of the City of Roseville RFP 12-022 and supplier's proposal are herein made part of this contract purchase agreement and fully incorporated by reference utilizing the negotiated terms and conditions for Rock Solid Technology, Inc dated 8/16/22. The Master Customer Agreement, Statement of Work, Roadmap and Vision, Customer Support, Proposed Payment Schedule, Roseville Pricing-Worksheet shall also be incorporated by reference into this agreement.

Start Date: Executed Agreement
End Date: 5/9/27

**Statement and Designation by Foreign Corporation to the California Secretary of State must be provided by 9/7/22.

Please contact Melissa Hernandez in the IT department at (916) 774-5107 OR MeLHernandez@roseville.ca.us for questions.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15378	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

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

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

DocuSign Envelope ID: 261196C8-EE2B-4E7F-9312-16AECFA5E8BB

Contract Terms and Conditions

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

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

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

4. This section is intentionally left blank.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement. Terms are paid annually, and no refund will be given for monies already paid. In addition, City must demonstrate must make a good faith effort to secure funding.

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

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

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

9. This section is intentionally left blank.
10. Consultant agrees to the below insurance requirements:

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

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

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

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

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

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

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

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

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

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

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

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be

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applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

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

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

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

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

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

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

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

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

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

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are

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compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

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

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

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

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

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

27. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

28. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

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

    CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT

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advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 5205497

Contractor License No. N/A

DIR Registration No. N/A

Check mark the applicable company type below:

X Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C Negotiated for Rock Solid Technology, Inc
REV 8/16/22 MC

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence

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No auto required

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

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

Insurance Submission Process

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

How It Works

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

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

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Supplier	
Signature:	DocuSigned by: Tom Spengler 0086B534218D465...
Print Name:	Tom Spengler
Title:	CEO

Supplier	
Signature:	DocuSigned by: Jennifer Mabe 73E57B84831B478...
Print Name:	Jennifer Mabe
Title:	CFO

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

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MASTER CUSTOMER AGREEMENT

This Master Customer Agreement (this "**Agreement**") is made and entered into between Rock Solid Technology, Inc. ("**Company**") and _____ ("Customer") and is effective as of _____ ("Effective Date"). Each of Company and Customer is a "**Party**" and together, the "**Parties**."

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) ANY PRODUCTS (DEFINED BELOW), ENGAGING COMPANY TO PROVIDE PROFESSIONAL SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT; AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY PRODUCT OR RECEIVE ANY PROFESSIONAL SERVICES.

1. DEFINITIONS

"Addendum" means a reference in an Order Form to one or more additional documents that contain terms relevant to a particular Product or Professional Services.

"Affiliate" means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement.

"APIs" means the application programming interface provided by Company.

"Authorized Users" means employees, contractors, and agents of Customer who are registered by Customer to use the Products

"Customer Data" means any data or information that Customer or any of its Authorized Users uploads or inputs into a Product or otherwise makes available to Company in connection with Customer's use of a Product or receipt of Professional Services

"Deliverables" means any work product or other materials created by Company in connection with its performance of Professional Services

"Documentation" means Company-provided user manuals, help files, specification sheets, or other documentation, in whatever form, relating to a Product.

"Hosted Services" means the provision of Software as a service as asset forth on an Order From which is hosted by Company or its hosting providers and which is access by Customer via the internet.

"Order Form" means a written order executed by the parties which defines the respective order parameters and information, such as, modules purchased, term and associated fees.

"Product" means the APIs, Software, Hosted Services, and Deliverables.

Professional Services" means implementation, installation, configuration, customization, or other professional services expressly identified on an Order Form (which may be in the form of a SOW).

"Software" means a Company provided license to downloadable software including any mobile applications and downloadable add-ins to other Products).

"SOW" (Statement of Work) means a written order executed by the parties which identifies the Professional Services ordered by Customer, including the description, and associated fees.

"Third Party Products" means third-party software or other products (e.g., cloud hosting instances or data analysis tools) that Company provides to Customer or that is otherwise identified in the Documentation as being required to use properly such Product

2. PRODUCT RIGHTS AND RESTRICTIONS

2.1 Products and Services; Order Forms. This Agreement sets forth the terms and conditions on which Company may make available to Customer the APIs, Software, Hosted Services, or Deliverables or provides the Professional Services, each as expressly identified in an **Order Form**.

2.2 Licenses

(a) *Hosted Services*. If an Order Form indicates that Customer will receive access to Hosted Services, then Customer may access and use such Hosted Services solely (i) for the Term set forth in such Order Form, and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement.

(b) *API*. If an Order Form indicates that Customer will receive access to an API, or if Company provides credentials to Customer that enable Customer to access an API with another Product, then Company hereby grants Customer a non-exclusive, non-transferable and non-sublicensable right and license under Company's rights in that API to access and use such API solely (i) for the Term set forth in such Order Form and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement. Without limiting the foregoing, Customer will comply with any volume or other usage-based restrictions described in an Order Form, Addendum, or Documentation.

(c) *Software*. If an Order Form indicates that Customer will receive a license to Software, then Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license under Company's rights in such Software to install and operate such Software in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order Form). Such license will continue for the Term set forth in the applicable Order Form. Any Company-provided mobile applications acquired by Customer in connection with another Product licensed under this Agreement is deemed Software licensed to Customer pursuant to this Section.

(d) *Geographical Files*. If an Order Form indicates that Customer will receive a license to Company's mobile app, promptly following the Effective Date, Customer shall provide to Company the geographic boundary file for the applicable covered area in the form of an ESRI shape files. Additionally, any geographic data including, but not limited to, municipal district boundaries, school board boundaries, shall be provided by the Customer at the Company's request if such data exists.

2.3 Additional Features. Customer acknowledges that not all of the features or functionality of a Product may be available at Customer's subscription level irrespective of whether such feature or functionality is described in the Documentation, and that access to such features or functionality may require payment of additional fees or the purchase of additional licenses.

2.4 Evaluation Products. If an Order Form indicates that Customer will receive a Product for evaluation or proof-of-concept purposes, then Customer may use the Product only for the purpose of evaluating the functions and performance of the Product, solely for the designated time period for the evaluation or trial, and subject to any additional usage restrictions specified on the applicable Order Form. Customer acknowledges that evaluation or proof-of-concept versions of the Products may be automatically disabled upon expiration of the designated trial period (at the end of which Customer's right to use the Product under the applicable Order Form also expires), and that any data stored in such Products may become unavailable at that time.

2.5 Authorized Users. Company will ensure that its Authorized Users comply with all of Customer's obligations under this Agreement. Customer is strictly responsible for all acts and omissions of Authorized Users as though they were those of Customer. Customer will prevent any unauthorized use of, or access to, the Products and Documentation and will immediately notify Company in writing of any unauthorized use or access of which Customer becomes aware.

Customer will immediately terminate any unauthorized use by persons having access to a Product or Documentation through Customer.

2.6 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: (a) rent, lease, or otherwise permit third parties (or other persons not authorized by this Agreement) to use a Product or the Documentation; (b) use a Product to provide services to third parties (e.g., as a service bureau); (c) use a Product for any benchmarking activity or in connection with the development of a competitive product; (d) circumvent or disable any security or other technological features or measures of a Product or use the product in a manner that Company reasonably believes poses a threat to the security of Company-controlled computer systems; (e) modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization from a Product (except to the extent that applicable law prevents the prohibition of such activities); (f) use or access any Product in a manner that materially impacts or burdens Company or Company's servers and other computer systems, or that interferes with Company's ability to make available any Product to any third party; or (g) use a Product in violation of Company's then-current published acceptable use policy applicable to that Product.

2.7 Documentation. To the extent that a Product is accompanied by any Documentation, Company hereby grants to Customer a non-exclusive, non-transferable, non-sub licensable right and license under Company's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for such Product.

2.8 Third-Party Products. To the extent that a Product includes or is accompanied Third-Party Products, the Third-Party Products and their use by Customer are subject to all license and other terms that accompany such Third-Party Products. The capabilities of any included integration with Third-Party Products is outlined in Addendum A, Integration Feature Matrix. Without limiting the foregoing, if Company enables Customer to access a hosted environment offered by a third-party cloud or platform service provider, then Customer must agree to the applicable service provider's terms and conditions prior to accessing such hosted environment, and Customer will comply at all times with such terms and conditions.

2.9 Ownership; Data. As between Company and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to Customer Data. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, license to use, process, transmit, store, and disclose the Customer Data (including personal data): (a) during the Term, for the purpose of exercising Company's rights and performing its obligations under this Agreement and (b) in perpetuity, in a form that does not identify Customer as the source thereof, for developing and improving Company's and its Affiliates' products and services, industry analysis, benchmarking, analytics, marketing, and other business purposes. As between the Parties, Company owns all right, title, and interest, including all intellectual property rights, in and to the Products, Documentation, Deliverables, and any improvements to any Company products or services made as a result of Company's use, processing, or generation of Customer Data. During the Term, Customer may request that Company make available to Customer a copy of Customer Data stored in certain Products, and Company may agree to do so for an additional fee.

2.10 Customer Data. Customer is responsible for all Customer Data that Customer or its Authorized Users provide in connection with the Products and Professional Services. Customer is solely responsible for complying with: (a) all privacy and data protection laws and regulations applicable to the Customer Data and (b) Customer's and its Authorized Users' use of the Products and Professional Services.

2.11 Feedback. If Customer provides any feedback to Company concerning the functionality and performance of a Product, any Documentation, or the Professional Services (including identifying potential errors and improvements), Customer hereby assigns to Company all right, title, and interest in and to the feedback, and Company is free to use the feedback without payment or restriction.

2.12 Audit. Customer will create and maintain complete and accurate records containing all information necessary to enable Company to verify Customer's compliance with this Agreement. During the Term and for a period of one year thereafter, Company will have the right, at its own expense, upon at least 5 calendar days' prior notice, to periodically inspect and audit Customer's use of the Product for purpose of determining Customer's compliance with the terms and conditions of this Agreement. Customer will cooperate with Company in the performance of any such audit, and will provide to Company or a third party designated by Company such access to Customer's relevant records, data, information, personnel, computer systems and / or facilities as Company may reasonably request for such limited purposes. Company will bear the costs of any such audit unless such audit determines that Customer has violated the terms and conditions of this Agreement, in which case (a) Customer will reimburse Company for all expenses incurred in connection with the audit, (b) Customer will pay Company all fees that are applicable to Customer's unauthorized use (e.g., additional seat licenses to cover use in excess of Customer's previously purchased seat licenses), and (c) Company may immediately terminate this Agreement for cause, in addition to any and all remedies available to Company in law or equity. Additionally, to the extent possible, Company may, at its expense, automatically audit Customer's use of the Product, provided that any such audit shall not interfere with Customer's business activities.

3. PROFESSIONAL SERVICES

3.1 Provision of Professional Services. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Professional Services. Company shall perform the Professional Services in a professional manner in accordance with industry standards.

3.2 Deliverables. Company retains all right, title, and interest, including all intellectual property rights, in and to any Deliverables. If Company provides any Deliverables to Customer pursuant to the applicable Order Form, Company hereby grants to Customer a non-exclusive, royalty-free, fully paid up, worldwide license under Company's rights in the Deliverables to use and exploit such Deliverables in connection with the Products and Professional Services during the Term.

3.3 Modifications. Either party may propose a change order to add to, reduce or change the work order in the SOW. Each change order shall specify the change(s) to the Professional Services or Deliverables, and the effect on the time of performance and on the fees owed, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

3.4 Personnel

(a) *Suitability*. Company will assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form. Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

(b) *Customer Responsibilities*. Customer will make available in a timely manner at no charge to Company all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by Company for the performance of the Professional Services. Customer is responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness, and consistency of all such data, materials, and information. Customer will provide, at no charge to Company, office space, services, and equipment as Company reasonably requires to perform the Professional Services.

(c) *Non-solicitation*. The employees and consultants of Company who perform the Professional Services are a valuable asset to Company and are difficult to replace. Accordingly, Customer agrees that, during the Term of the Agreement, and for a period of one year after completion of the Professional Services under an Order Form, it shall not solicit for employment or engagement (whether as an employee, independent contractor or consultant) any Company

employee or consultant who performed any of the Professional Services under that Order Form. Customer is not restricted from hiring any personnel that respond to public job advertisements or similar general solicitations.

4. FEES AND PAYMENT

4.1 Fees and Payment Terms. Customer will pay Company the fees and any other amounts owing under this Agreement as specified in the applicable Order Form and/or SOW. Unless otherwise specified in such Order Form or SOW, Customer will pay all undisputed amounts due within 30 days of the date of the applicable invoice. Any amount not paid within fifteen (15) days of the due date will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less. Additionally, in the event any amount is more than thirty (30) days overdue, Company may suspend its performance until it receives all amounts due. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Company to collect any amount that is not paid when due. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. Customer may withhold payment of any fees that are the subject of a good faith dispute of which Customer has provided Company written notice within five (5) business days of invoice receipt; provided that all fees which are not disputed shall be timely paid, and the disputed fees shall be paid within ten (10) days of resolution of the dispute

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement will begin on the Effective Date and continue until expiration or termination of all Order Form's and/or SOW's (the "Term"). Each Order Form and SOW will have its own term as stated in such document.

5.2 Termination for Material Breach. Either Party may terminate this Agreement or one or more Order Forms if the other Party does not cure its material breach of this Agreement or the applicable Order Form(s) within 30 days of receiving written notice of the material breach from the non-breaching Party.

5.3 Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement or one or more Order Forms if the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within one hundred twenty (120) days, or makes any assignment for the benefit of creditors.

5.4 Post-Termination Obligations. Upon expiration or termination of this Agreement: (i) in the event of termination due solely to a breach by Company, then Company shall refund any prepaid fees for Products or Professional Services that would have been rendered after the date of termination; (ii) in the event of termination due solely to a breach by Customer, then Customer shall pay all fees through the date of termination, plus all fees through the remainder of the term of the applicable Order Form and/or SOW; (iii) all rights to use the Products immediately cease and provision of Professional Services immediately ends; (iv) within thirty (30) days, each party will return or destroy at the disclosing party's request the other party's Confidential Information.

5.5 Survival. Notwithstanding anything to the contrary herein, Sections 2 and 6-11 as well as any other provisions which by their terms or sense are intended to survive, will survive termination or expiration of this Agreement.

6. CONFIDENTIALITY

6.1 Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Company's "Confidential Information" includes each Product, all Documentation, all Company technical information, and all information concerning Product-related database structure information and schema. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Company is permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors, and agents of its Affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. WARRANTIES AND DISCLAIMER

7.1 Limited Company Warranties. Company hereby warrants, for the benefit of Customer only, that each Product will materially conform to the applicable Documentation , provided that this warranty will not apply to failures to conform to the applicable Documentation to the extent such failures arise, in whole or in part, from any modification of the applicable Product by Customer or any third party or any combination of the applicable Product with APIs, software, hardware, or other technology not provided by Company under the applicable Order Form. If any defect or error covered by this warranty occurs, Customer will provide Company with sufficient detail to allow Company to reproduce the defect or error. If notified in writing by Customer, Company will, at its sole option, either (a) correct such error or defect in the Product, at no cost to Customer and within a reasonable time, by issuing corrected instructions, a restriction, or a bypass or (b) accept return of the Product and refund any license or subscription fees previously paid by Customer in connection with such Product from the date of notification of the warranty claim, and Customer's right to use the Product will terminate. The foregoing sentence sets forth Customer's sole and exclusive remedy for Company's breach of this warranty. Company is not responsible for any defect or error caused by a Product that Customer has modified, misused, or damaged.

7.2 Mutual Warranties. Each Party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms and (b) it shall comply with all applicable laws. .

7.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION OR AN ORDER FORM OR ADDENDUM, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT

AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR PROFESSIONAL SERVICES. COMPANY DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, OR PROFESSIONAL SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE PRODUCTS OR PROVISION OF THE PROFESSIONAL SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY A PRODUCT OR DOCUMENTATION, OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE PRODUCTS OR DOCUMENTATION OR RECEIPT OF THE PROFESSIONAL SERVICES.

8. LIMITATIONS OF LIABILITY

8.1 Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

8.2 Cap on Liability. EXCEPT FOR (I) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS; AND/OR (III) A BREACH OF SECTION 2.6, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID AND/OR PAYABLE BY CUSTOMER TO COMPANY UNDER THE ORDER FORM OR SOW WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

8.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

9. GENERAL

9.1 Export. Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under this Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export Products. The Products, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Products are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

9.2 U.S. Government Restricted Rights. The Software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

9.3 Subcontractors. Company may utilize subcontractors or other third parties to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

9.4 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth on the applicable Order Form and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party. Notices are deemed given 2 business days following the date of mailing or 1 business day following delivery to a courier.

9.5 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

9.6 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

9.7 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of a Product under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use Products will immediately terminate.

9.8 Order of Precedence. Any conflict between an Order Form, an Addendum, or this Agreement will be resolved according to the following order of precedence: (1) Contract Purchase Agreement (2) the Order Form; (3) the Addendum; and (4) the Master Terms.

9.9 Publicity. Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

Customer agrees to use its reasonable, good faith efforts to promote the Product, which includes without limitation (a) posting a link on Customer's main website page to download of the Product, (b) emailing or otherwise notifying the residents in the geographical area of the availability of the Product and associated services.

9.10 Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

9.11 Notice Regarding Apple. This Section applies to the extent that the Product licensed to Customer is a mobile application on an iOS device. Customer acknowledges that this Agreement is between Customer and Company only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Product or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Product. If the Product fails to conform to any applicable warranty, Customer may notify Apple and Apple will refund any applicable purchase price for the mobile application to Customer; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Product. Apple is not responsible for addressing any claims by Customer or any third party

relating to the Product or Customer's possession and / or use of the Product, including: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Product and / or Customer's possession and use of the Product infringes a third party's intellectual property rights. Customer agrees to comply with any applicable third party terms when using the Product. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon Customer's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third party beneficiary of this Agreement. Customer hereby represents and warrants that: (a) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

9.12 Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of Company that are not described in an Order Form and with respect to which Customer has executed a separate agreement with Company that remains in effect. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the Party against whom enforcement is sought. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically provides a written acceptance of such provision signed by an authorized agent of Company.

Company	**Customer**
Executed by	Executed by
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:

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ROCK SOLID TECHNOLOGY, INC. ORDER FORM

		Term Start Date:	September 9, 2022
Dollar Values:	All quoted in USD	**Term:**	3 Years, proceeded with two optional one year renewal terms
Payment Terms:	Net 30 Days	**Annual Increase:**	5%
Billing Cycle:	Annual in advance	**Automatic Renewal:**	Yes, annual terms

SOFTWARE FEES

Technology Fees	Quantity	Unit Price Per Month	Cost per Month	Total Cost per Year
OneView for Dynamics CRM: Subscription	1	$5,400.00	$5,400.00	$64,800.00
Add On: PowerBI Subscription	1	$625.00	$625.00	$7,500.00
OneView User License: Enterprise	50	$140.00	$7,000.00	$84,000.00
OneView User License: Team Member	150	$30.00	$4,500.00	$54,000.00
Citibot Web Chat	1	$716.66	$716.66	$8,600.00
Citibot SMS Chat	1	$625.00	$625.00	$7,500.00
Citibot Facebook and Twitter Chat	1	$375.00	$375.00	$4,500.00
		Total Annual SaaS Fees:		**$230,900.00**

IMPLEMENTATION SERVICE FEES (One-time Fees)

ITEM	Quantity	Unit Price Per Quantity	Total Cost
OneView for Dynamics CRM: Setup	1	$74,150.00	$74,150.00
Avaya: Integration with CRM	1	$0.00	$0.00
IBM Maximo : Bi-Directional Integration	1	$10,000.00	$10,000.00
Accela: Bi-Directional Integration	1	$5,000.00	$5,000.00
Hours for Reports and Services	100	$125.00	$12,500
Citibot Implementation	1	$8,900.00	$8,900.00
		Total One-Time Fees:	**$110,550.00**

All Implementation Service Fees above are a fixed-fee amounts. Quantities are only estimates of the amount of work to be performed.

IMPLEMENTATON SERVICE FEES PAYMENT SCHEDULE

Phase of Project	Payment on	Percentage of Implementation Cost
Kickoff – PMO	Contract Execution/PO	20%
Analysis	End of Analysis Phase	10%
Design	End of Design Phase	20%
Development	End of Development Phase	15%
Deployment	End of Deployment Phase	15%
Operation (Handoff)	End of operation, sign off on go live	20%

TERMS AND CONDITIONS

1. By signing this Order Form or submitting a purchase order or other ordering document to Company pursuant to this Order Form, Customer hereby orders from Rock Solid Technology, Inc. ("Company") the Products and other goods or services described in this Order Form. All payments are non-cancelable and non-refundable, except as otherwise outlined in Section 5 of Agreement. Customer may not cancel any portion of this Order Form during the Initial Subscription Term. If Company terminates this Order Form due to Customer's non-payment, all unpaid fees for the remainder of the Term will be immediately due. Fees do not include any taxes, duties, or other governmental charges, all of which are Customer's responsibility.
2. This Order Form is incorporated into the Master Customer Agreement dated between the parties (the "Agreement"). The Agreement is incorporated by reference, in its entirety, and together with this Order Form constitutes the Agreement relating to the products and services under this Order Form. Company objects to any other additional or different terms in the Customer's purchase order or acceptance. All capitalized terms not defined in this Order Form shall have the meanings given in the Agreement. In the event of any conflicts or inconsistencies among this Order Form and the Agreement, the Agreement shall prevail.
3. If Subscriber requests an integration or an integration is included as part of the Software Subscription Package, Subscriber must provide Provider the necessary publicly accessible web service endpoint(s) (**"Endpoints"**). The Endpoints must be standard, based on an official software release by the third-party vendor, and cannot be modified in any way. If the Endpoints have been modified, additional fees may apply as determined by Provider.
4. Any and all custom software development performed by Provider not included in the fees above are billed at current hourly rates and subject to an agreed upon statement of work.

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ADDENDUM A
Integration Feature Matrix Integration Feature Matrix

Last Updated: February 2, 2021

The following outlines the direction of data flow to and from Software and Third-Party Product.

Objects Created in Software

Service Request ("SR") – When an SR is created in Software, a new SR is created in the Third-Party System.

Comment – When a comment is created in Software on an SR, a comment is created in the Third-Party System and associated with the corresponding SR.

Contact – When a contact is created in Software during the creation of an SR, a contact is created in the Third-Party System and associated with the corresponding SR.

Attachment – When an attachment is created in Software on an SR, an attachment is created in the Third-Party Product and associated with the corresponding SR.

Third-Party Product	SR	Comment	Contact	Attachment
Cartegraph	Yes	Yes	Yes	Yes
Cityworks 2015	Yes	Yes	Yes	Yes
Cityworks 15.1+	Yes	Yes	Yes	Yes
Lucity	Yes	Yes	Yes	Yes
Accela	Yes	No	Yes	Yes
Hansen REST	Yes	Yes	Yes	Yes
Sungard Fusion	Yes	Yes	Yes	Yes
Salesforce	Yes	Yes	Yes	Yes
Dynamics 365	Yes	Yes	Yes	Yes

Objects Created in Third-Party Product

Service Request – When an SR is created in the Third-Party Product, a new SR is created in Software.

Comment[1] – When a comment is created and added to an SR in the Third-Party Product, a comment is created for the corresponding SR in Software. If the comment is marked as public in the Third-Party Product, that comment will be marked public. If the comment is marked as private, the comment will be created as a Private Note.

Contact – When a contact is created for an SR in the Third-Party Product, a contact is created in Software and associated with the corresponding SR.

Attachment – When an attachment is created and added to an SR in the Third-Party Product, an attachment is created in Software and associated with the corresponding SR.

Third-Party Product	SR	Comment	Contact	Attachment
Cartegraph	Yes	Yes	N/A	Yes
Cityworks 2015	Yes	Yes	N/A	Yes

[1] Changes for this object/property are polled every three hours beginning at either 12AM PST or 1AM PDT.

Cityworks 15.1+	Yes	Yes	N/A	Yes
Lucity	No	Yes	N/A	No
Accela	No	No	Yes	No
Hansen REST	No	Yes	Yes	No
Sungard Fusion	No	Yes	N/A	No
Salesforce	No	Yes	Yes	No
Dynamics 365	No	Yes	Yes	No

Objects Updated in Software

Service Request – When an SR is updated in Software, no action is taken in the Third-Party Product.

Comment – When a comment is updated in Software, no action is taken in the Third-Party Product.

Contact – When a contact is updated in Software, no action is taken in the Third-Party Product.

Attachment – When an attachment is updated in Software, no action is taken in the Third-Party Product.

Objects Updated in Third-Party Product

SR (Status Only)[1] – When an SR's status is updated in the Third-Party Product, the corresponding SR's status is updated in Software. Once a status has been marked "closed", Software will stop polling the Third-Party Product for changes.

Comment – When a comment is updated in the Third-Party Product, no action is taken in Software.

Contact – When a contact is updated in the Third-Party Product, no action is taken in Software.

Attachment – When an attachment is updated in the Third-Party Product, no action is taken in Software.

Integration	SR Status	Comment	Contact	Attachment
Cartegraph	Yes	No	N/A	No
Cityworks 2015	Yes	No	N/A	No
Cityworks 15.1+	Yes	No	N/A	No
Lucity	Yes	No	N/A	No
Accela	Yes	No	No	No
Hansen REST	Yes	No	No	No
Sungard Fusion	Yes	No	N/A	No
Salesforce	Yes	No	No	No
Dynamics 365	Yes	No	No	No

Special Operations

Address Lookup – During the creation of an SR in the Third-Party Product, an address is queried in the Third-Party Product based on the SR's X/Y coordinates. If a result is found, that address' unique ID is the associated to the SR prior to inserting the SR into the Third-Party Product.

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Third-Party Product	**Address**
Cityworks 2015	N/A
Cityworks 15.1+	N/A
Lucity	N/A
Accela	Yes
Hansen REST	N/A
Sungard Fusion	Yes
Salesforce	N/A
Dynamics 365	N/A

The above information is subject to change. In addition, Company is not responsible for changes made by Third-Party Product nor alternations made by Customer or affiliates to Third-Party Product configuration.

(a)

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3/24/2022

Roseville,CA

RFP Response for

311 CRM SOFTWARE

Company Name:	Rock Solid Technology, Inc.
Address:	912 Capital of Texas Hwy South, Suite 180, Austin, TX 78746
Bid Contact:	Erik Sickinger, 424-270-9438, esickinger@rocksolid.com
Website:	Rocksolid.com

ROCK SOLID

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Dear Hong Sae and RFP Team:

Rock Solid Technologies, Inc (RST), a privately held corporation, is pleased to submit a proposal to provide the City of Roseville, CA with **OneView CRM for Microsoft Dynamics 365**, which meets the needs for a new, modern 311 CRM Software.

We have been developing and implementing citizen relationship management technologies for 25 years. Our customers include more than 175 cities and agencies, ranging from small town operations to countrywide 311 call centers that employ hundreds of agents. Our product suite, **OneViewCRM for Dynamics** solution, has been built specifically for the needs of growing municipalities like yours.

Many of our competitors' citizen service products are limited in scope, expensive to maintain, and struggle to interface with previously installed systems. OneView CRM for Dynamics is a comprehensive, cloud-based, single platform that allows city leaders to manage all citizen interactions in one place at an affordable price. It is a citizen centric, omni-channel solution that also includes a powerful suite of business intelligence tools, a deep integration capability, and a mobile platform that is extensible and future-ready. OneView CRM for Dynamics has been proven to help modernize and standardize constituent interactions, improve customer service experiences, and strengthen the many ways customers can interact with their local government. **We are the only solution in the market today that provides a lasting, transformational approach in the way cities interact with their residents.**

We are professionally and personally committed to making the City of Roseville's deployment a success. Our meticulously crafted implementation plan, world-class project management, flexible yet comprehensive training options, and understanding of your requirements ensure that your system will be widely adopted. Once deployment of the new system is complete, we'll be there for you with our experienced support staff and stable, modern technology.

Rock Solid looks forward to working with the City of Roseville towards a bright and productive future.

The proposal and the prices contained therein will remain firm for a period of ninety (90) days after receipt by the City.

Sincerely,

Erik Sickinger
Sales Director
esickinger@rocksolid.com
424-270-9438

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Tab A – Firm Qualifications

Overview

Rock Solid has been developing and implementing Microsoft technologies like the proposed solution for over 25 years. Our customers include more than 175 cities and agencies, ranging from small town operations to countrywide 311 call centers that employ hundreds of agents. Through our work as a Microsoft Gold partner with the public sector, we realized an opportunity to enhance Microsoft's CRM product by making it specifically tailored for local governments. We are proud to present our product suite, **OneView CRM for Dynamics** solution, built specifically for the needs of municipalities like the City of Roseville. We're excited to collaborate with your team to configure and extend our platform. Rock Solid has backing of private outside funding, ensuring a robust financial status.

Rock Solid Technology, Inc. (RST) was founded in Austin, Texas in 1994 to develop Business Intelligence systems. The three founders had previously been part of a start-up that created ERP systems for companies in the automotive aftermarket and successfully deployed their proprietary solution in more than 350 automotive parts warehouses and more than 4,000 auto parts stores in North America. One of the company's first projects in Puerto Rico led to us collaborating with Microsoft and opening our San Juan, Puerto Rico office, delivering Microsoft technologies exclusively.

In 2004, RST became a certified Microsoft Dynamics CRM partner and was one of the early adopters of utilizing CRM in the public sector space to manage many aspects of the interactions between citizens and governments. We work closely with Microsoft's team to provide input for the Dynamics CRM product roadmap, based on feedback from our customers and industry innovations, and to leverage new features of the Dynamics CRM platform into our products.

In 2006, we created the OneView CRM brand of products, focusing specifically delivering CRM solutions tailored to the needs of government organizations, specifically citizen services management and contact center management. OneView CRM is built using Microsoft Dynamics CRM and extending the functionality to address the needs of 311 centers. The OneView CRM platform includes a citizen portal and mobile applications designed for the iOS and Android mobile operating systems.

Rock Solid serves clients around the world. We have implemented ONEVIEW CRM solutions for 10+ years, delivering both small and large-scale implementations across four (4) countries. Due to the tremendous success achieved by our clients in these projects, we have obtained several prestigious awards and work closely with organizations like GovTech, ELGL, and ICMA.

Rock Solid has expanded quickly in the states, with clients including Winston-Salem, NC; Columbus, OH; Savannah, GA; Gainesville, FL; Knoxville, TN; Baltimore County, MD; and others. Additionally, Rock Solid is growing rapidly in California with over 70 customers in the state including Fremont, Sonoma County, and Cupertino.

Rock Solid will be working hand-in-hand with **Citibot** to implement suggestive AI, online chat, and text-to-chat features. Citibot's Citizen Engagement Solution is widely used in over 15 states and 50+ municipal districts. They were listed as a GovTech 100 company in 2020 and continue to improve their platform every year.

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Familiarity with Business Processes

The Rock Solid Team has been developing, configuring, implementing, and supporting CRM solutions for municipalities like Roseville. Business processes are an integral part of OneView CRM. Our **OneView ©** solution is successfully deployed and live in 150+ customer locations. In addition to many municipal customers similar to the size of the City, this solution has been implemented in large, sophisticated 311 call centers for the entire country of Panama (population 4+ million) and the city and county of Honolulu, HI. Many of our current customers had a goal to modernize, create efficiencies, and improve customer service. To that effect, Rock Solid takes a very consultative approach to implementation and strives to ensure best practices are followed.

Location

Rock Solid Technology has two headquarters. Our corporate headquarters is in San Juan, PR; and our North America headquarters is Austin, TX. The primary location servicing Roseville is both San Juan and Austin. We have remote workers across the country, including satellite offices in South Carolina, Illinois, and California. Our core project team is over 200 capable and certified systems analysts, database administrators, programmers, program managers, and support staff.

Organization Structure

Rock Solid Technology is composed of several divisions, supporting our suite of solutions: ERP, Services, and CRM. In 2018, Strattam Capital acquired a majority equity investment in Rock Solid, with a goal of expanding services in North America. Three months later, Rock Solid Technology merged with CitySourced. CitySourced is a widely deployed civic engagement platform, providing an enterprise engagement platform through a native mobile application for service requests and engagement. In March 2021, Rock Solid merged with PrimeGov, a popular web-based agenda and meeting management platform, to include support for municipal legislative agenda.

Implementation Experience

Some of the main objectives of the City are to better position itself to deliver excellent customer services, maintain a single point of contact for the various departments, and better track customers' requests from beginning to end. The City surely has several initiatives that will help achieve these goals. One of the foundational elements of the City's scope is to implement a new CRM Software Solution that will assist the City and provide more information to customers through seamless customer experiences. It is also required to comply with City's technology strategy, such as user-friendly applications, unified portal, integration with existing systems, process automation, among others. This solution will provide the foundation for the City's service management and customer experience framework across omni-channel communications such as web, phone, email, in-person, mobile and social media. To achieve such objectives, the contractor must understand their current infrastructure, technical solutions, business process, and organizations goals. The Contractor's OneView Civic Engagement Solution will help facilitate the City in achieving these objectives.

As part of this project, the Contractor will complete a full implementation for the Contractor's OneView Civic Engagement Solution. The contractor will be responsible for the execution of the software

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development life cycle and post-implementation support as well as continues service, support and maintenance. The outputs created, as the result of work done during a project, project deliverables, will be delivered to the City by phase and based on a mutually defined schedule. Such deliverables must be aligned with the specified requirements of the City such as the management of customer data, self-service portal, data migration, case management capabilities, among others.

In addition to the OneView CRM Solution, Rock Solid will be working closely with Citibot, the Citizen Engagement Solution, to implement suggestive AI, online chat, and text-to-chat features. Rock Solid has successfully partnered with Citibot to implement AI- powered Chat solutions in many other CRM projects and currently has a fully functional integration with their programs. One of our most recent integrations with Citibot was with the City of San Antonio, TX. Citibot is currently working with California cities like Oakland, Citrus Heights, Menifee, Fairfield as well as the Long Beach Transit System.

Project and program management methodology to be used by the Contractor will include procedures, techniques, tools, and documentation aids, which will help the system developers in their efforts to implement the new solution. It will also provide the confidence to the City assess the risks and difficulties that projects encompass while empowering the project team to do the right thing in accordance with project objectives.

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Tab B – Experience and References

Rock Solid References

Baltimore County's First Customer Service Center	
Customer Name	Baltimore County, Maryland
Street Address	400 Washington Avenue
City, State, Zip	Towson, Maryland 21204
Contact Person and Title	Joseph Cosentini, Office of Information Technology Program Director
Telephone Number	410.887.3218
Email Address	jcosentini@baltimorecountymd.gov
Brief Project Description	In 2016, Baltimore County deployed a simple, yet robust digital service request solution to manage service request intakes directly from citizens (mobile/web) and indirectly from citizens via telephone calls. In late 2019, the County initiated a project with Rock Solid to transition from this decentralized approach to centralized customer service center. The project services included project management, software implementation, technical integrations, hiring for a new customer service staff position, and training. Call Scripting Customer Service Representative knowledge base API (supported custom developed Citizen Web Portal) In addition, the solution included bi-directional integrations into Esri GIS, Accela Permitting, and Cityworks ASM. Products included OneView CRM (15 licenses) and hosting, OneLink Mobile App.
Current Status of Project	Implementation completed.
Project Timeline	**Go-Live:** April 2020 **Implementation:** December 2019 – April 2020 **Support:** December 2019 – December 2022
Total Contract Amount	$412,924

Fremont, CA	
Customer Name	Fremont, CA
Street Address	3300 Capitol Avenue, Building B
City, State, Zip	Fremont, CA 94538
Contact Person and Title	Alicia Hernandez, Enterprise Systems Manager
Telephone Number	(510) 284-4000
Email Address	bahernandez@fremont.gov

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Fremont, CA	
Brief Project Description	The City of Fremont was seeking expertise to assist with the deployment of an Online City Services - Constituent Relationship Management (CRM) solution. The City of Fremont previously received requests for City services, complaints and issues via a number of methods. Some examples include telephone calls, emails, and online forms. There are approximately 836 full-time employees that support a City population of approximately 235,000. City departments include: Police, Fire, Public Works, City Manager Office, Community Development, Community Services, Economic Development, Finance, Human Services, Information Technology Services, and Human Services. To better service its constituents, the City selected Rock Solid after a thorough RFP process to implement a solution that included both a case management system and digital tools to serve as new channels through which the community can report issues and access information quickly, 24 X 7. This solution includes a case management system, several methods for the community to submit requests (such as an online web portal and a mobile app), and a public facing knowledge base.
# of Users	836
Current Status of Project	Implementation completed.
Database Environment	Dynamics365
Modules Implemented	OneView CRM, OneLink native mobile application
Project Timeline	The original implementation kicked off in June and is live today. This is currently an active contract.
Total Contract Amount	$463,500 (5 year term)

Savannah, GA	
Customer Name	City of Savannah, GA
Street Address	2 E Bay St
City, State, Zip	Savannah, GA 31401
Contact Person and Title	Mark Massey, Clerk of Council
Telephone Number	(912) 651-6441
Email Address	mmassey@savannahga.gov
Brief Project Description	With multiple levels of customer service, the City of Savannah sought to improve their customer service experience by focusing services into one centralized hub with the implementation of a software solution. The City wished to better position itself to deliver excellent customer services. Rock Solid implemented a Customer Relationship Management and Knowledge Base solution that assisted staff and provided more information to customers through seamless customer experiences. OneView CRM provided the foundation for the City's service management and customer experience framework across

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Savannah, GA	
	omni-channel communications such as web, phone, email, in-person, mobile and social media. Going live in July 2019, the project was executed with great success and has led to expansion.
Current Status of Project	Implementation completed.
Project Timeline	**Go-Live:** December 2020
Total Contract Amount	$ 290,613

Citibot References

Citrus Heights, CA	
Customer Name	City of Citrus Heights, CA
Street Address	6360 Fountain Square Drive
City, State, Zip	Citrus Heights, CA 95621
Contact Person and Title	Amy Van, City Clerk
Telephone Number	(916) 727-4704
Email Address	avan@citrusheights.net
Brief Project Description	Citrus Heights wanted to find a way to reach and engage with residents to meet their needs and better serve them. Understanding that 97% of residents own a cell phone, Citrus Heights turned to Citibot to employ text chat, text notifications, and webchat to bridge the gap between the residents they were reaching and ones they weren't. Citrus Heights implemented Citibot's web chat solution on its website, CitrusHeights.net, in October of 2021. Nichole and her team appreciated how the chatbot became an extension of the city's branding - naming their new service Hello, CH – and also liked that the communications team didn't have to preload AI responses.
Current Status of Project	Implementation completed.
Project Timeline	**Go-Live:** October 2021

Orleans Parish Communication District, LA	
Customer Name	Orleans Parish Communication District, LA
Street Address	118 City Park Avenue
City, State, Zip	New Orleans, LA 70119

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Orleans Parish Communication District, LA	
Contact Person and Title	Tyrell Morris, Executive Director of Orleans Parish Communication District
Telephone Number	504-671-3911
Email Address	info@911nola.org
Brief Project Description	Shortly after the onset of the COVID-19 pandemic in early 2020, NOLA-311 – New Orleans' primary source of local government information and non-emergency services – experienced an unprecedented 350 percent surge in call volume. They quickly realized they needed to diversify their communications platform and streamline the way they were delivering their services. OPCD implemented Citibot text and web chat in June 2021, integrated it with its Quickbase service request system and branded it "JAZZ" to pay homage to the city's rich musical history. Residents, visitors, and businesses can ask questions, make service requests, search for information and receive an immediate response with JAZZ.
Current Status of Project	Implementation completed.
Project Timeline	**Go-Live:** June 2021

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Tab C – Qualifications of Team

Organizational Chart and Resumes

The success of a project is often heavily dependent on the strength, skills, and qualifications of the team. The Rock Solid team is comprised of experienced consultants skilled in implementation, design, and development. This project will be led by Executive Sponsor, Erik Sickinger, who will oversee the project team and ensure that the City's goals and expectations are realized. The day-to-day operations of the project team will be managed by **Omar Rosario**, Project Manager. Together, Omar and Erik will provide the leadership and management to see the project to its successful conclusion, on schedule and within the proposed budget.

The City can trust that the efforts of Rock Solid will benefit the project. The Rock Solid team will operate as a cohesive, blended team with clear roles and responsibilities. The organizational chart below details our proposed management and team structure. Summaries of each team member's experience and qualifications follow.



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Rock Solid Project Team -
Omar Rosario, PMP | Project Lead



Omar is a computer engineer and has 18 years of experience in the area of software technology. He has extensive knowledge in project manager, 311 centers, citizen services, dynamic CRM, business intelligence, and system integrations. Omar will oversee the Rock Solid team and be a point of contact for the City of Roseville, communicating with the City to ensure the success of the project.

Omar's previous management experience includes the implementation of the OneView CRM system for the 311 of Panama and Puerto Rico, among other cities in Puerto Rico. He is certified as a Professional Project Manager by the Project Manager Institute and as a Software Products Manager by the International Software Product Management Association (ISPMA).

https://www.linkedin.com/in/omar-rosario-9a7b5340/

Jean Cesar Martinez | Support



Jean leads the customer and support services. He has a vast knowledge of the OneView CRM product. The customer support team will be available and on call depending on your support needs. Once the project is finished and the solution is operational, the support team takes on the needed customer service, support and issue resolution process.

Rene Ocasio | Tester



Rene has more than 11 years of experience in the analysis, design, development and implementation of custom client-server software applications. He excels in the use of .NET technologies, and/or customization of Microsoft CRM solutions to build advanced software technology that allows the automation and reengineering of complex business processes. He is currently the product development manager for OneView CRM. Rene's recent projects include Microsoft Dynamics CRM implementations for American Health Medicare (AHM) and Caribbean Project Management (CPM).

https://www.linkedin.com/in/ren%C3%A9-ocasio-35778189/

Jose Ellerbrock | Technical Writer



Jose serves as a technical writer for Rock Solid. He documents user manuals, requirements and technical integration documents. Guillermo has recently supported the OneView CIMVAS project for the Department of the Family, the Hacienda Respond program for the Department of Internal Revenue, and the 311 Panama project.

https://www.linkedin.com/in/jose-ellerbrock-33170222/

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Hector Tosado | Technical Lead/Architect & Training Lead



Héctor has more than five years of experience in the area of software development specializing in functional tests, quality, training, and technical tests. He has vast experience in web technologies, Microsoft Dynamics CRM and the OneView CRM product. Hector also has vast experience in technical and functional training delivery. Hector's project experience includes the OneView Product Implementation for the City of Burlington (Ontario) and Popular 360 for Banco Popular, Inc. in Puerto Rico.

https://www.linkedin.com/in/hector-tosado-50158440/

Alexander Del Busto | Systems Integrator



Alexander is a senior product developer with more than seven years of experience in design, analysis, development and maintenance of software solutions. He utilizes analytical skills to understand business processes and requirements. He is also the president of the Institute of Computer Engineers (IICOM) of Puerto Rico. Alexander has worked on the CRM system, programming the OneView CRM product, and in implementations for the 311 of Panama, 311 of Puerto Rico, and the 311 of Costa Rica.

https://www.linkedin.com/in/alexander-del-busto-72642291/

Jacinto Ramos | Infrastructure Specialist



Jacinto has almost 20 years of experience in the management of support infrastructure and is responsible for analyzing, designing, and implementing information systems infrastructure. He is currently responsible for managing the cloud used by Rock Solid, including the deployment and delivery of applications. Jacinto worked on server configurations and software for the Panama 311, Costa Rica 311 and other cities.

https://www.linkedin.com/in/jacinto-ramos-5b904b14/

Rock Solid will be working closely with Citibot and their world-class implementation team.

Citibot Key Personnel:

Project Lead | Bratton Riley, CEO

Bratton is responsible for the overall delivery of the project and making certain that Citibot executes effectively on Roseville's business requirements. Bratton Riley is the Co-Founder and CEO of Citibot, a software company that enhances the civic engagement experience by connecting residents and their governments through Web Chat, SMS Chat and Messenger App Chat.

Bratton Riley was brought up in a family committed to public service and is enthusiastic for the betterment of our communities. As the son of longtime Charleston Mayor Joe Riley, Bratton brings a unique perspective to understanding issues facing local governments and the barriers of citizen communication. Citibot's mission is for all residents, regardless of income, race, or native language,

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to have equal access to government while helping government save time and money through high quality AI chat experiences.

Bratton received a degree in history from the University of Virginia, as well as a JD as well as an MBA in International Business from the University of South Carolina. He is a Liberty Fellow; an incubator for exemplary leadership in South Carolina in conjunction with the Aspen Global Leadership Network.

https://www.linkedin.com/in/bratton-riley/

Project Manager | Alexandria Cottingham, Director of Customer Success, Marketing and Communications

Alexandria is responsible for ensuring that the project plan and schedule are adhered to and that the delivery of the solution meets the City's timeframe.

https://www.linkedin.com/in/alcottingham/

Technical Lead | Thomas Wilson, CTO

Thomas is responsible for the technology used to execute on SMS Chat and Web Chat with technical implementation and required integrations to the City's platforms, and any other 3rd party applications, such as telephone number connectivity to the solution. Tom Wilson is the Founder/CEO of Hyper63, LLC, whose moto is “A different approach to software engineering, focused on closing the gap for software engineers from beginner to expert.”

www.linkedin.com/in/twilson63

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Tab D – Project Understanding

Rock Solid's **OneView CRM for Dynamics** is a web-based civic relationship management product that will provide the City with a centralized system of record for storing and managing citizen information. It will allow City users to log and track citizens' inquiries and requests. It will also provide functionality to create and send assignments to each City department responsible for providing the service. Field workers and citizens will have online access to their cases and assignment status. With OneView CRM for Dynamics, citizens may present their inquiries or requests through a variety of channels, including a City-branded mobile app, a self-service portal, and social media. Built using the Microsoft Dynamics365 CRM platform (Microsoft's latest version of CRM), OneView CRM for Dynamics provides a comprehensive knowledge base to help City staff answer questions and resolve requests. Its native integration to Microsoft Office 365 provides a seamless experience for managing email communications and reporting.

Rock Solid's proposed solution gives the City a purpose-built, highly configurable solution that combines the deep functionality of an omni-channel enterprise CRM built on Dynamics at an affordable price point with an extensible mobile platform that is future ready. The robust integration layer utilizes an (optional but proposed) enterprise service bus to connect existing systems for additional value. The proposed solution offers:

- An **upgrade to the existing system** utilizing a Software as a Service (SaaS) platform that incorporates existing workflows and best practices.
- Intake and resolution of service and information requests from residents and customers with an **omni-channel approach** (e.g., website, mobile app, phone call, text, email, and chat), including self-service capabilities.
- A **unified identity** for each new customer and ability to consolidate multiple customer accounts into one unified account for each existing customer via an authentication and/or identity service.
- Rock Solid Integration Engine for **bi-directional integrations** (Esri ArcGIS, Cisco UCCX, Infor IPS/Hansen, Citibot, User Fee, Outlook, LDAP,and over 20+ additional integrations with work order and asset management systems) provides a future proof approach.
- **Reliable and consistent service delivery** measurements across all functions, and advanced reporting and dashboarding capabilities.
- A **robust knowledge base** developed in coordination with the City, containing a wealth of information regarding the City and its services, which can be used to research issues, retrieve department and service data, and enable rapid responses to requests for information.
- **Complementary benefits** available when deploying our product in existing Microsoft environment.
- **English/Spanish capabilities** across interface platforms, including the native app using the phone's language to present the appropriate language.

Why Choose the Rock Solid Team?

Dedicated partner with expert knowledge of innovation

Best practice sharing

Robust integration experience

Rock Solid works with over 150 local governments, with over 25 years of government experience. Our combined experience means the City of Roseville gets a dedicated partner with expert knowledge in innovation, best practice sharing, and the right assistance to deliver a product that meets your vision.

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Tab E – Project Plan

Rock Solid proposes the implementation of the **OneView Citizen Relationship Management (CRM)** solution. OneView CRM runs on **Microsoft's Dynamics 365**, an industry-leading platform available on a cloud model that gives businesses the option of a private instance and database. The proposed solution has been deployed at over 40 municipalities. The solution began as a custom configuration containing IP on top of v5 of Dynamics, with an on-premise implementation. Since then, we've continued to upgrade the solution and add additional modules.

OneView CRM will standardize the response to requests and give the City's agents in various departments the tools, guidance, and data they need to resolve requests. City agents will speedily handle resolutions and deliver a more personalized, effective level of support using service software that **accesses all citizen information in one place**—even pulling data from external sources through integration capabilities. Some of the main application components and features available in the OneView CRM suite include:

OneView Core Modules	• Case Intake • Service and Information Requests • Communications • Process Automation • Knowledge Base
OneView Self-Service Portal	• Account Profile • Online Requests or complaints • Native mobile application (iOS/Android) • View community requests • Knowledge Base • Announcements and events
OneView Contact Center	• Fast Request Intake • Telephony Software Integration Capabilities
Dashboards & Reporting	• Robust Analytical and Operational Dashboard • Operational Reports • PowerBI • Powerful ad-hoc reports
Integrations	• Integration Engine and API's • Included 3rd party integration capabilities with systems such as ESRI, Outlook, Office365, Accela, and Infor

By choosing OneView CRM for Dynamics, some key advantages and benefits available to the City include:

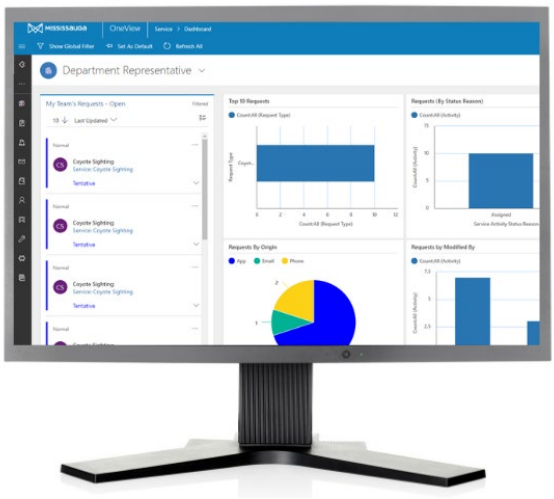
- Empowering citizens to easily report issues through an omnichannel approach and access request status from a single point of contact.
- Streamlining operations through the implementation of consistent service processes
- Consolidating multiple platforms into a single authoritative source of truth
- Driving a more pro-active response to problems.
- Visibility across the city of duplicate work or residents who are "shopping departments"
- Measuring citizen services efforts via reports and dashboard.

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- Increasing user adoption with a Microsoft Office “look and feel.”
- Increasing usability by allowing users to select their preferred language.
- Utilizing a cost-effective approach that leverages existing cloud services.
- Citibot integration for effective social media, MS, and chat services

OneView CRM Core Modules

Case Intake



OneView CRM manages cases or service tickets during interactions with citizens. The solution is web-based and is accessible to anyone with an internet connection and the pertinent web browser. A case may be used to process different request types and manage the process paths for each type. The OneView CRM case features allow for easy tracking of all the activities related to a case, including information sharing, call tracking, emails, appointments, tasks, and assignments. OneView also maintains a history of all these activities throughout the case lifecycle.

Workflows can be configured to perform validation, routing, escalation, and status updates with defined business rules. Team members can use the web-based system to work on requests and resolve or they can leverage the field worker mobile application. The system has pre-built integrations with 50+ enterprise solutions such as MS SharePoint, ArcGIS, and many common asset management systems such as Cityworks, Cartegraph, Accela, Lucity, and Energov. Staff members can work requests in their preferred systems and all configured following City business processes.

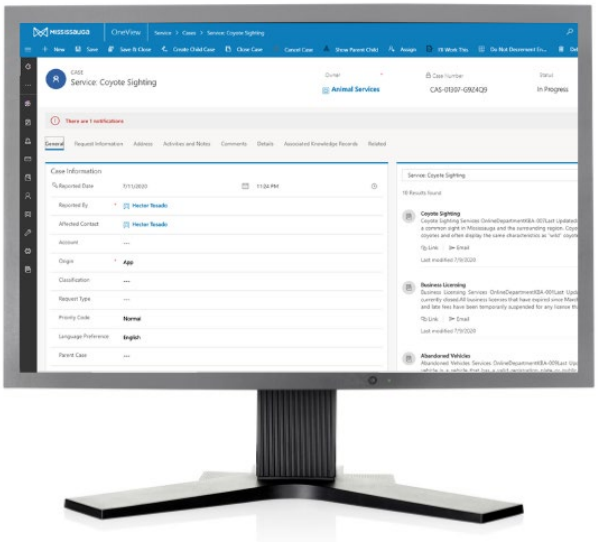
The tickets can be updated in a variety of ways, including mobile devices, emails, and manual entries. All the changes will be reflected in the CRM.

Service Requests

Service requests may be configured to support the different services or call types that are provided by the City such as “Trash Pickup,” “Tree Maintenance,” “Pothole Repair,” and “Street Light Repair.”

When a service request is created, the system workflows automatically route it to the appropriate user or team in a City department. Alternately, these requests will create a new ticket in an external legacy system, if part of the scope. The City staff in charge of receiving these requests can assign or refer the request as well as update status, notes, attach documents and register activities such as emails, appointments, workflow tasks and work orders. Tasks may also be created automatically through workflow configuration such as: review, investigate, schedule, or close. Tasks can be assigned to specific users.

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All requests in the system can be updated manually with the pertinent permissions. Even when some fields may have predetermined values, users can always adjust fields such as address, priority, call type, and description, among others. This applies to all system modules (depending on the security permissions of the user).

Service requests may be scheduled using work or service orders functionality. Work and service order appointments may be assigned to field workers. Field workers can review orders and update them to fulfill the service using their computers or mobile devices.

Through integration with the City's ESRI GIS system, OneView CRM users may include location information with data such as physical address, parcel number, and GIS coordinates. This integration provides the City's agents with a rich collection of base maps, demographic maps, images, and asset data to support the City's service request process more effectively.

Information Requests & Knowledgebase

The system may store information related to general information requests. The system can keep track of the request and all forms of communication used to provide such information. Information requests may be linked to knowledge base articles. The content of the articles may be shared via email and tracking of the emails is kept as historic data for the request. Knowledge articles are maintained in the CRM system with their appropriate approval workflows and versioning controls.

Call Scripts

The solution has the capability to provide predefined scripts that will guide the call taker in a series of questions and predetermined answers or system actions. This allows staff to communicate with customers in an effective standardized way. Scripts can be configured in the OneView CRM system.

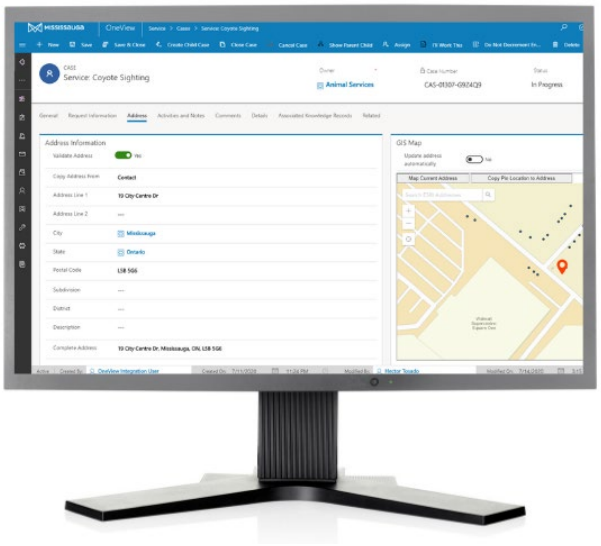
GIS for Request Location, Assets and Duplicate Detection

OneView CRM will be implemented with the capabilities to geolocate requests given a specific address that can be validated against GIS or Asset Management System data.

OneView CRM has the capability (which will be implemented) to connect to the City's ESRI system to identify assets when working with requests. OneView will connect to the ESRI system and present the needed City layers and underlying data, while using the ESRI API to integrate the requests to the assets. Using asset data, City workers will better identify the location of a request and have details on the specific City asset that needs attention.

OneView will also use City data, such as ESRI data, to validate addresses when those are specified in the system during the creation of requests. Auto suggest features will display predefined addresses that exist in the system.

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When working with requests, OneView can map requests that are of the same type and are in a similar location of the current request. This will help alert the user that possible duplicate requests exist. By clicking on an existing request in the map, the user can identify and select a parent request for the current request being worked on. When a parent request is closed, then all related child requests are closed also.

OneView will also provide a list of possible duplicates when saving a request. The user can decide to merge requests or select a parent request from that list. If the user understands that the current request is not a duplicate, then the user can proceed to save the request as a new request.

Notes and Attachments

Every system module such as requests and customers allow for the creation of notes related to the record. Unlimited amounts of notes can be created with information such as date created, date modified, and the user that created the note. Notes can contain multiple lines of free text and can be used to attach documents for any record. For attachments, the allowed file types and the maximum file size are configurable in the system.

Business Process – Workflows

Business processes are an integral part of OneView CRM. A business process can be an automated process that relies on communication among applications based on a set of rules, or an interactive process that relies on users to make the appropriate decisions regarding the next step in the workflow.

OneView CRM includes a series of pre-defined automated or manually triggered workflow rules that support different stages in the provision of services to citizens. These out-of-the-box components allow the City to accelerate the implementation of their individual business processes. As part of the project, Rock Solid may also extend and customize the standard behavior of processes to achieve the functionality required, by configuring existing rules and developing custom components. Workflows allow the creation of email notifications based on field modifications or creation of new records. The design of the workflows is made with an easy-to-configure screen and without the need for complex programming languages (source code). Examples of flows are:

- Sending email requesting completion of the satisfaction survey at the closing of a request.
- Change the status of a request to “submitted” once it is saved and marked as submitted. This in turn may create a notification to the pertinent customer/citizen or staff with a link to the request.
- Change the assignment of a task and assign it to a new employee of an agency when the original employee is no longer available.

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Information Campaigns and Events

The solution will provide the ability to have information campaigns for activities, meetings, trainings, launches, or any other event as desired. Once a campaign has been created, event notifications can be sent via e-mail to all the guests. Notification banners of these events will be created in the portal and alerts will appear as the date of the event approaches.

The record of the invited persons' responses regarding their attendance will be maintained and they may be analyzed or monitored according to their participation status. The solution will allow the creation of questionnaires or satisfaction surveys to be answered online by the users, and their answers can be analyzed in the solution to provide the corresponding graphic results.

Announcements

Announcements or alerts may be created, to present a message to all the system users. These messages can be presented in the CRM backend system as well as in the portal in the Notices section. Messages can be generated and published in the solution without help from the provider or custom development.

Alerts and Notifications

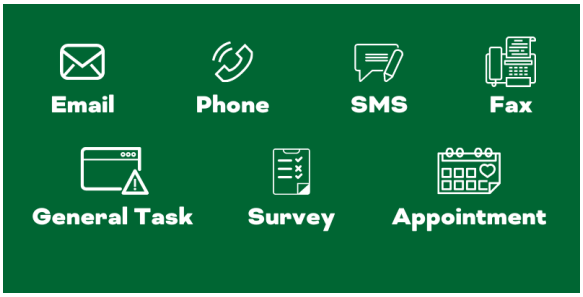
The ability to e-mail alerts or notifications about publications or any other subject to users of the solution will be provided. The emails can be sent individually or in bulk to many users.

- Notification templates can be created in such a way that they can be reused when creating an email.
- Notifications may be generated automatically through workflows. Notifications or alerts may be activated with a creation, update, or deletion of a record in the system. This means that a notification can be sent automatically with the change of any field in the system, as requested.

Activities

Activities can be related to any module within the system. They can be assigned to a user or group, and usually have an action date, a due date, and a status. Types of activities include:

- Email (connected to the City's mail server)
- Appointment
- General Task
- Survey (sent to customers via email)
- Phone Call
- Fax
- SMS (Citibot)
- Appointment (can be viewed in a calendar)
  Single Sign-On Capabilities



The OneView solution will be delivered in a Software as a Service Model (SaaS) in the cloud. OneView is built on Microsoft technology and uses use Active Directory Federated Services (ADFS) for authentication. ADFS can be setup with single sign-on features to access the system. ADFS will allow integrating to the City's Active Directory through the City ADFS or the City Azure AD.

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Chat and Suggestive AI features

With Citibot's smart text messaging, web chat, and interactive text alerts, the City can operate more efficiently and provide better customer service. Residents can get immediate answers to questions, make service requests, send personalized messages and get real-time alerts anytime.

Citibot Text Chat allows residents to send text messages through a dedicated phone number. No app download or portal login is needed. Residents can submit service requests, ask questions, and send direct messages into staff workflow 24/7 with a simple text message. AI-based chatbot automatically answers common questions asked by users using pre-calculated user phrases or text-based signals.

Citibot's embeddable AI chatbot plugs right into the City's existing website. The friendly self-service chatbot understands government-speak and services website visitors directly and in real-time to address their needs.

Interface with the City's MS Office 365 email system

The OneView solution is built on Microsoft Dynamics CRM which integrates with the Microsoft Office 365 mail system and the Exchange Mail Server. The interface with the City's mail system can be with an on-premise email server, or a cloud-based mail server such as Office 365. This will allow the system to receive and send emails using the City's current email services.

Integrations with other systems

OneView provides several ways to integrate with other systems such as:

• OPEN 311 API – This API uses the OPEN 311 standard to provide the ability to query requests and create or update existent requests.

• OneView API – This API extends the OPEN 311 standard to include additional fields and system entities with the pertinent software business rules.

• Dynamics CRM Web API - Since OneView is developed on top of the Dynamics CRM platform, there are a variety of API's available thru standard technologies and frameworks such as XML, HTML, JSON, OData, REST, JavaScript and .NET SDK to perform integrations. This integration points allow performing all system transactions without the need to use of the Web UI.

Customizable and scalable with community and organization growth

Rock Solid's CRM is highly configurable, and as the foundations of the platform are built on Dynamics365, offer robust scalability. As the City of Roseville continues to grow, the city can rest assured they are leveraging a platform used by the largest corporations in the world, and a mobile application used by millions.

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Citizen Self-Service Portal

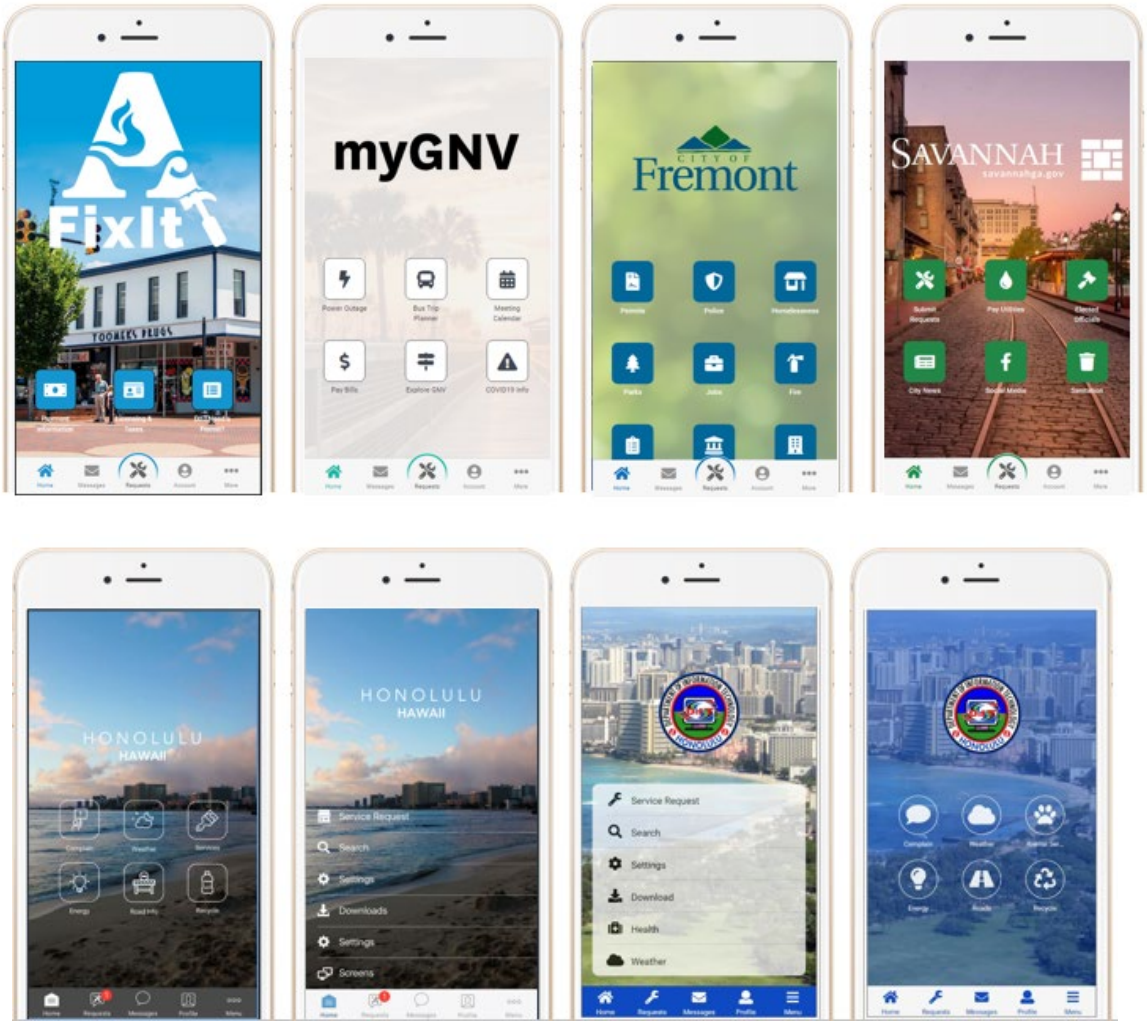
OneView offers a robust citizen self-service portal where users can update their personal information, submit services requests, check the status of their submitted requests, and find information about local services, news, and alerts. An option for the user to view current nearby service requests lessens the chance of an issue being reported multiple times. Users can subscribe to text or email notifications about general alerts or the status of their request. The portal can be linked to the Township's website for more services. Being web-based, the portal is accessible to anyone with an internet connection and the proper web browser.

Native Mobile Application

Our platform also includes the award winning native mobile application, **OneLink,** that has been deployed to over 100 cities across North America. The functionalities go above and beyond your current mobile vendor. OneView and the corresponding OneLink mobile app are both PCI and ADA compliant. See example screenshots below:



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Reports/Dashboards

ONEVIEW has the following reports (among others):

- **Service Detail** – Includes service request information needed for department representatives and field workers in order to evaluate assigned requests. This includes location information, requested dates, due dates, images, notes and communications among other.
- **Customer Profile** – This report includes the profile and request history for a specific citizen along with interactions, related tasks or activities the City has performed.
- **Request Summary** – Provides a graphical view of requests by department, by type and period
- **Request Detail List** – Provides a list of case data filtered by parameters requested by the user
- **Request Aging Report** – Provides different lists based their SLA aging such as cases that are assigned, cases that are about to expire, and cases that expired
- **Daily Activity Report** - Provides a summary of activities including calls, emails, visits and requests
- **Service Status Summary** – Shows graphical statistics related to requests by status and resolution performance
- **Monthly Summary** – Graphical presentation of requests by month and year.
- **Top Services** – A count of the top X service types requested

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- **SLA Performance Report** – Departmental performance based on expected SLA's.
- **Power BI Dashboards** – Several Dashboards for visualization and analysis of request information by geography, department, periods and service types.
- **Other reports include:**
  - System usage by user
  - Cases by types of service requests
  - Geography or Locations of service requests
  - Length of time to completion of service requests submitted
  - Occurrence of duplicate request
  - Cases by created user
  - Cases by date (year, month, week, day)
  - Cases by status
  - Cases by actual vs target completion
  - Expiring cases
  - Cases by department
  - Summary of activities and tasks

Regarding reporting tools, ONEVIEW provides several reporting tools that can help the City in obtaining the necessary reports, including system usage, access through audit logs and participation through system log reports.

The proposed system has the capability to provide reports in different ways. These reports include business intelligence (BI) functionality:

- **BI Dashboards** - Dashboards allow the City to view information in tables or graphs without having to access a separate reporting system. These dashboards allow direct interaction with them in such a way that the data that compose these panels can be accessed in the system. For example, in a graph of number of requests by department, the City can manipulate the shape of the graph, but also access the list that make up those requests, and from that list, the detail of the request record can be accessed
- **Operational Reports** - These reports are designed and developed using a WYSIWYG style modeler. The reports have a default format with parameters that allow the City to filter or group results to create canned reports. This is done using SQL Server Reporting Services (SSRS) technology. SSRS allows the City to export data to different file formats used by common office applications such as Acrobat (.pdf), Excel (.xls), Word (.doc), Image (example: TIFF).

For the creation of these reports, the following tools are used:

- *Report Builder* – This tool allows visual access to fields in the database and produce ad-hoc reports that can be stored for later used as canned reports.
- *Visual Studio* - The IDE for developing .NET solutions allows for developing these reports.
- *MS Excel Reports* – RST can provide a set of predefined Excel Reports that include pivot tables and charts.

Advanced Views - The proposed system ***Management Module*** includes the advanced view functionality. Advanced views provide the ability to take any field and table of the database, in addition to filtering them with configurable parameters. The result of this dynamic search generated by users is to provide lists that can be exported to MS Excel to create ad hoc reports. These MS Excel lists can be connected to the results in such a way that they can be updated at the request of the user directly in

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Excel. All searches performed with advanced views can be saved with a name and then reused or shared with other system users.

All the reporting tools included in the ONEVIEW solution allow for report authoring which lets the City create and modify existing reports.

Additional Services Available (not included)

Rock Solid has many different services available to make the necessary functions of government easier and more efficient. The following solutions are two other products that readily complement the OneView solution and may help the City in other areas:

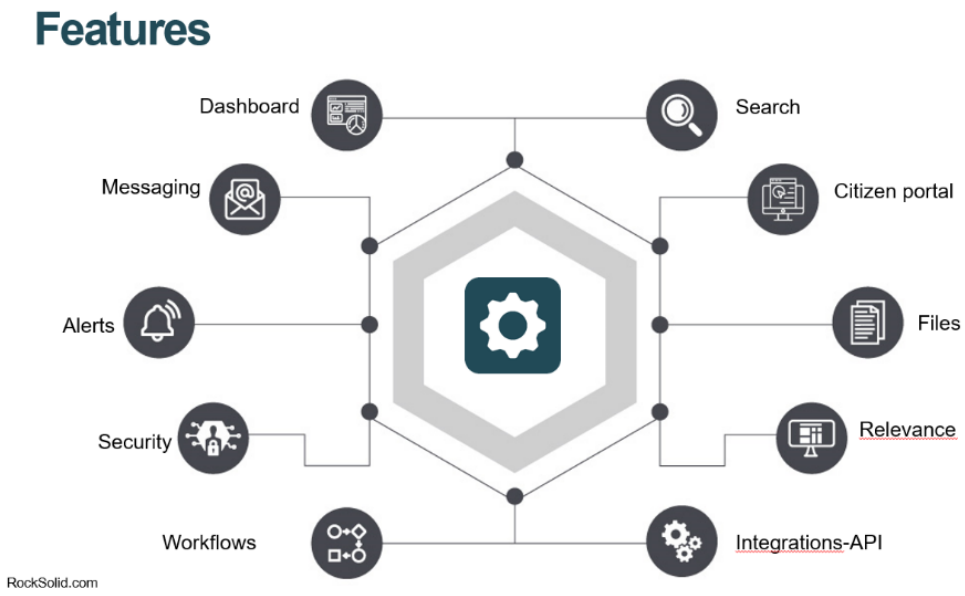


Rock Solid's ***Streamline*** solution is specifically designed to provide the City with a centralized system of receiving, managing, and responding to PRR and FOIA. As an accelerator product, Streamline combines the built-in value of a software product and the flexibility of custom development. Unlike fully custom-built solutions, this proposed solution can be quickly implemented within 2-4 weeks to make a tangible difference in operations.

Streamline's main features include:

- A multi-language (English/Spanish) **solution platform** in the Software as a Service (SaaS) model that incorporates record and document management, workflow automation, performance metrics, MS Excel integration, built-in alerts, electronic messaging, mobile compatibility, improved security and best practices.
- A web, desktop and mobile compatible, **public portal** to enable residents, business and media to easily submit public record requests and access self-service capabilities to manage profile, see notifications, track status of request and download responsive documents.
- A web, desktop and mobile compatible, **staff portal** with built-in dashboard and reporting capabilities that enables staff to receive interact with requestor, collaborate with other departments and process requests while streamlining the process with automated workflows.
- An Extensible API for **bi-directional integrations** such as MS SharePoint, Outlook, Active Directory, and more
- **Reliable and consistent service delivery** measurements across all functions, and advanced reporting and dashboard capabilities.

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PRIME GOV

PrimeGov is a cohesive agenda management system that manages your public meeting processes with the latest, easy-to-use technology. Each module is 100% cloud-based SAAS and our solution's expandable, modular design can readily incorporate additional enhancements in the future.

PrimeGov's main features include:

- **Agenda Automation:** Supports your staff in the full lifecycle of the agenda creation. Starting with the creation of a meeting, an item or even just the user itself, Agenda Automation will support managing the entire agenda process.
- **Meeting Manager:** PrimeGov's module for meetings, managing the roll calls, motions, votes, minutes, notes actions, video streaming and much more.
    - **Speaker Management:** Control speaker time with the timer.
    - **Member Voting:** Support the council's need to vote electronically.
    - **Kiosk:** Allow residents to register to vote at the kiosk when attending a meeting
- **Video Streaming:** For a city looking to have complete transparency with its residents, everything starts with video streaming. PrimeGov's video module supports live stream and on demand recording directly to YouTube, creating some of the most powerful streaming in the market.
- **Committee Manager:** In the same environment as the Agenda Automation module, Meeting Manager and Video Streaming have the full capacity to manager your Boards and Committees. Keep track of member terms, generate reports for both internal and external needs and much more, all syncing up with your Agenda Automation module.
- **Community Engagement:** The final piece of clear resident and transparency, allowing for your members to comment on items pre meeting.

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Single End-to-End Solution

Pre-Meeting

- Customizable templates for your agenda documents
- Create and manage as many meeting types as you need
- Easily reschedule items and adjust your agenda
- Add and manage positions and terms of service for all members in all committees

During Meeting

- Record motions, minutes, actions, and notes on an item
- Manage speaker list and timer
- Quick motion shortcuts and block voting capabilities to maximize meeting efficiency
- Allow elected officials to vote digitally for both in person and virtual meetings

Post-Meeting

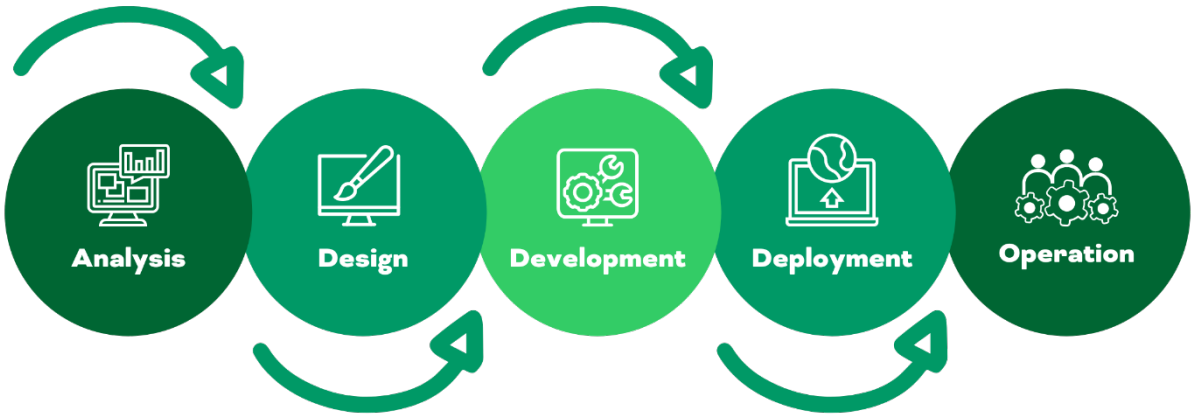
- Update meeting minutes and information immediately
- Generate comprehensive reports
- Full text search capability for item and supporting material
- Full 1080p HD responsive video capabilities. Multi-bit rate eliminates buffering

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Implementation Methodology and Approach

Rock Solid uses a hybrid implementation approach that leverages a software product implementations framework, agile methodology, and structured project management. The methodology uses Microsoft SureStep in combination with the Project Management Institute (PMI) guidelines and agile development processes. The methods addressed below should not be seen as a commitment, but as a standard implementation cycle for a city like Roseville.

The Rock Solid team will organize the implementation project into five distinct phases during the implementation project lifecycle:



Rock Solid will establish a PMO with the staff that will meet the needs of planning and implementation of the solution with the proper structure and methodology to ensure success. Rock Solid will look to the City for supporting the Rock Solid PMO with the proper staff.

The implementation will begin with analysis phase to determine the order in which Rock Solid and the City will implement the solution for the City's departments. Formal planning also occurs in this phase. We will look to define the requirements and define all the configuration needs. Rock Solid will also design any software modifications required to complete the defined requirements. This design will be defined in iterations or sprints along with development and adjustments. With the configurations and modifications defined for each iteration, Rock Solid will perform the development and adjustments resulting in prototypes for each iteration. Some of the phases in a cycle and across the cycles may overlap at certain points of the project to allow for a faster implementation.

The following sections provide more detail on how Rock Solid and the City will execute each of the phases, and the activities that are the responsibility of Rock Solid and the City.

Analysis



The Analysis phase represents the official start of the project. This phase defines the activities required to initiate and effectively plan the entire project. The Analysis phase is initiated with the executive kickoff meeting designed to provide executives with an overview of the project vision, scope, objectives, and benefits. In addition, the meeting covers the schedule, milestone, resources, roles, responsibilities, and deliverables. Kickoff meetings with similar agendas are also conducted with the internal project team and with the project team members of the City.

Following the project kickoff, Rock Solid and the City will finalize the project plan. Rock Solid utilizes PMI standards in the project management approach including planning. The project plan is composed of

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subsidiary plans that are monitored and controlled during the project lifecycle. This plan is approved by the City and forms the basis for the entire project. Rock Solid will outline the detailed activities of all the phases in the project schedule with input and approval by the City. A demonstration and review of the base software will be presented for the City to understand the system capabilities. Rock Solid will also begin a fit gap analysis, comparing the system features against the City processes, as well as starting the change management process with the City. These activities will result in the deliverables of each phase as outlined in the deliverable tables within each phase section. The City will formally approve the deliverables.

A tollgate (health check) review is conducted at the end of the phase to ensure that activities, milestones, and deliverables are provided per the City's quality standards, and that any risks and issues are proactively addressed moving into the next phase. A formal approval process on the completed phase will allow the City to approve the end of the phase. This process will be defined and agreed to at the beginning of the project with all parties.

Analysis Phase Process	Key Activities or Milestones
Project Management	Kickoff Project Plan (schedule, training, scope, testing) Status update and meetings Coordination of tasks with team members Establish communication guidelines
Training	Demonstrate system features Training plan
Business Process Analysis	Detailed business process analysis
Requirements and Configuration	Business requirements gathering Fit gap analysis Define the configuration templates

Design (Configuration and Requirements Definition)



The goal of the Design phase is to define how to implement the business requirements by department. The Design phase will occur in iterations along with the Development phase in order to deliver system prototypes. The Design phase includes defining the configuration of the solution and the design of specific adjustments that will be necessary to satisfy business requirements identified during the Analysis phase. This phase also includes activities to design the integrations, interfaces, data migration elements, and security configurations that are necessary to support the City's requirements. Rock Solid will complete a configuration and requirements document, which indicates how the system will be configured and what changes are needed in order to implement the solution successfully.

The configuration and requirements document will define how the system will work in accordance with the City requirements and processes. This document will use the information that was compiled in the configuration templates in addition to the defined business processes as they are mapped to the system features. The configuration and requirements document will be updated with each design and development iteration. Rock Solid will establish a non-production environment, such as TEST, to support

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the system configurations and prepare for the development effort required for integration and interfaces, data migration, and custom code development. The detailed activities of the Design phase will be included in the project schedule.

A tollgate (health check) review is conducted at the end of the phase to ensure that activities, milestones, and deliverables are provided per the City's quality standards, and that any risks and issues are proactively addressed moving into the next phase. A formal approval process on the completed phase will allow the City to approve the end of the phase. This process will be defined and agreed to at the beginning of the project with all parties.

Design Phase Process	Key Activities or Milestones
Project Management	Status update meetings Coordination of tasks with team members Issue resolution and scope management
Training	Training requirements
Business Process Analysis	Review business process models
Requirements and Configuration	Configuration and requirements document Include any security requirements
Custom Coding	Configuration and requirements document
Integration and Interfaces	Configuration and requirements document
Data Migration	Data configuration and information template Data subsets for testing Configuration and requirements document Testing Plan

Development



The goal of the Development phase is to build and test the system components that are defined and approved in the requirements specifications, including developing the customizations, integrations, interfaces, and any data migration processes. The Development phase will occur in iterations along with the Design phase (which can also be referred to as the design and development iterations).

The Development phase involves ongoing project management activities to manage risks and issues, communications, change requests, and project plan updates, including the training plan. The future state business process model is updated, if needed, based on any testing outcomes and finalized in this phase.

In addition, Rock Solid will setup all non-production environments. The City will participate in testing prototypes and will start engaging all system participants to learn of, and encourage the use of, the new system. Any dependencies for integrations and deployment expected from the City must be completed, such as the City web site, the City mobile app, and third-party systems.

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The detailed activities of the Development phase will be included in the project schedule that will be approved by the City at the outset of the project. These activities will result in the following deliverables of the Development Phase and the City will formally approve any deliverables.

A tollgate (health check) review is conducted at the end of the phase to ensure that activities, milestones, and deliverables are provided per the City's quality standards, and that any risks and issues are proactively addressed moving into the next phase. A formal approval process on the completed phase will allow the City to approve the end of the phase. This process will be defined and agreed to at the beginning of the project with all parties.

Development Phase Process	Key Activities or Milestones
Project Management	Status update meetings Coordination of tasks with team members Issue resolution and scope management Review and update plans
Training	Review of prototype Change management
Business Process Analysis	Review and update business process workflows
Requirements and Configuration	Configuration and set-up of any software adjustments Security
Custom Coding	Development of software adjustments Custom code freeze
Quality and Testing	Solution testing (unit testing, system testing, integration testing and stress and load testing) Testing plan Testing Scripts (unit testing, system testing, integration testing and stress and load testing)
Infrastructure	Updated infrastructure review and recommendations Support any procurement efforts
Integration and Interfaces	Development of integrations Integration and interface code freeze
Data Migration	Scripts and data migration Scripts and data migration freeze Knowledge base creation for department being deployed Data imports Data scrubbing, manual data conversions

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Deployment



The Deployment phase is where all the efforts of the project team come together for a successful transition to the new OneView solution. Key activities in this phase include Knowledge Transfer (trainings), Change Management, User Acceptance Testing (UAT), Stress and Load Testing, and the actual move to the new production environment. Upon successful UAT, Stress, and Load Testing Acceptance, a business go/no-go decision is made by the City on whether to proceed with the go-live or to defer until any critical issues are resolved. Once Go-Live has been approved, the infrastructure and technical teams prepare the production environment for the cutover tasks that lead to the go-live state. Required configurations and tweaks may be made, and performance tuning may be performed if necessary.

Rock Solid performs a production environment check and obtains final system approval from the City. The system is now ready for go-live and any subsequent environment changes are placed under the change control process. The detailed activities of the Deployment phase will be included in the project schedule that will be approved by the City at the outset of the project. These activities will result in the following deliverables of the Deployment Phase and the City will formally approve any deliverables.

A tollgate (health check) review is conducted at the end of the phase to ensure that activities, milestones, and deliverables are provided per the City's quality standards, and that any risks and issues are proactively addressed moving into the next phase. A formal approval process on the completed phase will allow the City to approve the end of the phase. This process will be defined and agreed to at the beginning of the project with all parties.

Deployment Phase Process	Key Activities or Milestones
Project Management	On-going project management activities including risks and issues, communications, change requests, and project plan updates Status meetings Support coordination of change management strategies
Training	Complete end user manuals User training Knowledge Transfer to the City
Requirements and Configuration	Production environment configuration Go Live
Quality and Testing	Stress and load tests User acceptance tests Interface/integration tests System (end to end) test Batch tests Dry runs Issue resolution
Infrastructure and Interfaces	Install and setup production environment
Data Migration	Data upgrade to production

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Operation



The Operation phase defines the activities that are required to close the project, to provide postproduction support, and to transition the solution and knowledge to the City and the City's PMO staff. Key objectives of this phase include providing post go-live support, transitioning the solution to the City's support team, performing a final quality audit, and providing project closure.

The Program Management team prepares the final invoices, lessons learned, and the project closure report. The team also prepares a folder with all the project deliverable documents with their acceptance forms. These documents are reviewed with the City to obtain final approval and acceptance.

The functional and technical team hands off the resources that are required to provide post go-live support and resolve any issues that arise out of deployment to the user base. At this point, the support teams are also involved to resolve issues, so that the transition of the solution to the City and support (per the appropriate support contract) occur smoothly.

Upon completion of the post go-live support activities, the team completes all necessary logistical activities, and obtains final signoff on the project phase.

Operation Phase Process	Key Activities or Milestones
Project Management	On-going project management activities including risks and issues, communications, change requests, and project plan updates Status meetings Deliver project documentation Resolve any outstanding issues Project closure (Go-Live for that department only)
Requirements and Configuration	Transition to Support Establish procedures to update test/training environment

Sample Project Schedule

The average time for implementation is between 12-20 weeks. Dates are included for reference of the phases of the schedule. For complete list of the team working on this project, please refer to the Organizational chart and Resumes in Tab C.

Task Name	Start	Finish
Sample Project Schedule	**Mon 11/2/22**	**Fri 1/29/23**
Planning and Analysis	**Mon 11/2/22**	**Fri 11/13/22**
Project Start	**Mon 11/2/22**	**Mon 11/2/22**
Kick Off Meeting	Mon 11/2/22	Mon 11/2/22
Project Scope and Schedule Revision	Mon 11/2/22	Mon 11/2/22
Prepare Project Planning	Tue 11/3/22	Thu 11/12/22

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Communications Plan and Stakeholder Register	Tue 11/3/22	Tue 11/3/22
Project Schedule and Resource Plan	Tue 11/3/22	Wed 11/4/22
Test Plan	Wed 11/4/22	Thu 11/5/22
Integration Plan	Thu 11/5/22	Fri 11/6/22
Training Plan	Fri 11/6/22	Fri 11/6/22
Risk Management Plan and Issue Log	Mon 11/9/22	Mon 11/9/22
Infrastructure Review and Current System Review	Fri 11/6/22	Mon 11/9/22
Review of City Internal Processes	Fri 11/6/22	Tue 11/10/22
Review Project Plan	Mon 11/9/22	Mon 11/9/22
Approve Project Plan	Tue 11/10/22	Thu 11/12/22
Analysis Phase review of Deliverables	Fri 11/13/22	Fri 11/13/22
Analysis Phase Close	Fri 11/13/22	Fri 11/13/22
Configuration and Requirements Definition (Design)	**Tue 11/3/22**	**Mon 12/7/22**
Design	**Tue 11/3/22**	**Mon 12/7/22**
Requirements Gathering and Definition	**Tue 11/3/22**	**Wed 11/11/22**
Core Product Software Review	Tue 11/3/22	Tue 11/3/22
Define Request Types	Tue 11/3/22	Wed 11/4/22
CRM Migration Requirements	Wed 11/4/22	Thu 11/5/22
CRM Integration Requirements	Thu 11/5/22	Fri 11/6/22
CRM Workflow Definitions	Fri 11/6/22	Mon 11/9/22
Security and User Roles Requirements	Mon 11/9/22	Mon 11/9/22
Mobile and Portal Asset Gathering Requirements	Tue 11/10/22	Tue 11/10/22
Requirements Configuration Template Review	Tue 11/10/22	Tue 11/10/22
Knowledge Article and Call Script Reviews	Wed 11/11/22	Wed 11/11/22
Completion of Configuration Templates (To be completed by Service Areas/Departments)	Wed 11/11/22	Tue 12/1/22
Infrastructure Assessment and Recommendations Document	Mon 11/9/22	Mon 11/9/22
Configuration and Requirements Document (To be Process Model, Users, Service Types, SLA Times, Departments, Security Settings and Organization Structure)	Wed 12/2/22	Thu 12/3/22
Configuration and Requirements Document Approval	Fri 12/4/22	Mon 12/7/22
Development and Configuration	**Thu 11/5/22**	**Mon 1/18/21**
Data Migration (if in scope)	Thu 11/5/22	Thu 11/12/22

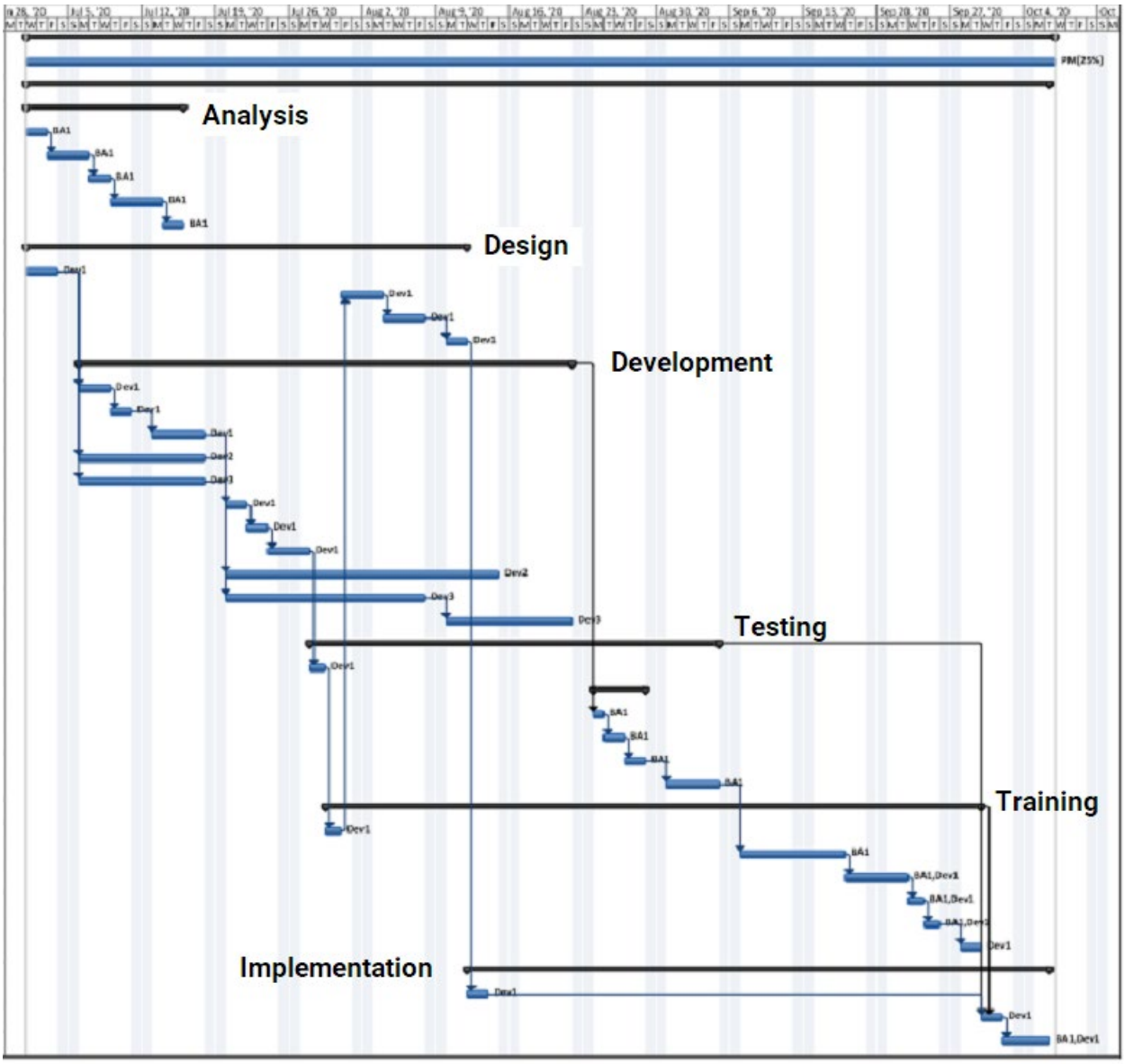
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Integrations (depending on scope)	**Fri 11/6/22**	**Tue 11/24/22**
Software Development, Configuration and Prototype	**Fri 12/4/22**	**Mon 1/18/21**
Iteration 1 of Software Adjustments and Configuration (Request Types - Stage 1 Departments, Service Desk Console, Self Service Portal, Email Integration, AD Integration)	**Fri 12/4/22**	**Tue 12/15/22**
Configure Users, Business Units and Security	Fri 12/4/22	Mon 12/7/22
Configure Services	Fri 12/4/22	Tue 12/8/22
Configure Service Desk Application	Tue 12/8/22	Tue 12/8/22
Configure Self Service Portal	Wed 12/9/22	Thu 12/10/22
Prototype 1.0 Release Preparation and Install	Fri 12/11/22	Fri 12/11/22
User Review of Prototype 1	Mon 12/14/22	Tue 12/15/22
Iteration 2 of Software Adjustments and Configuration (Request Types - Stage 2 Departments, Messaging, KBA, Call Script)	**Mon 12/14/22**	**Mon 12/21/22**
Configure Users, Business Units and Security	Wed 12/16/22	Wed 12/16/22
Configure Services	Wed 12/16/22	Thu 12/17/22
Configure KB	Thu 12/17/22	Fri 12/18/22
Configure Email Templates and Canned Responses	Mon 12/14/22	Wed 12/16/22
Prototype 2 Release	Thu 12/17/22	Thu 12/17/22
User Review of Prototype 2	Fri 12/18/22	Mon 12/21/22
Iteration 3 of Software Adjustments and Configuration (Stage 3 Departments, App/SSO Integrations, Reports - Dashboards, Reports, Analytics)	**Fri 12/18/22**	**Thu 12/24/22**
Configure Users, Business Units and Security	Tue 12/22/22	Tue 12/22/22
Configure Services	Wed 12/23/22	Thu 12/24/22
Configure Integrations	Tue 12/22/22	Wed 12/23/22
Mobile App Configuration	Mon 12/21/22	Wed 12/23/22
Prototype 3 Release	Fri 12/18/22	Fri 12/18/22
User Review of Prototype 3	Mon 12/21/22	Tue 12/22/22
Software Adjustments Ready For Testing	Fri 12/25/22	Thu 12/31/22
Software Adjustments Final Version	Tue 1/12/21	Mon 1/18/21
Deployment	**Tue 11/10/22**	**Wed 1/22/21**
Install and Configure Test/Training Environment	Tue 11/10/22	Wed 11/11/22
Install and Configure Production Environment	Thu 11/12/22	Fri 11/13/22
User Documentation	Mon 12/21/22	Wed 12/23/22

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Go Live Version Update	Tue 1/19/21	Tue 1/19/21
Testing	**Wed 12/23/22**	**Thu 1/14/21**
Review Test Scripts and Materials	Wed 12/23/22	Thu 12/24/22
Update / Add Test scripts based on review	Fri 12/25/22	Mon 12/28/22
Initial Functional Testing	Tue 12/29/22	Thu 12/31/22
Train the Testers	Fri 1/1/21	Mon 1/4/21
Functional User Testing	Tue 1/5/21	Mon 1/11/21
QA testing (All request types)	Tue 1/12/21	Thu 1/14/21
Training	**Tue 1/12/21**	**Mon 1/18/21**
Training Plan Update	Tue 1/12/21	Tue 1/12/21
Training Plan Approval	Wed 1/13/21	Wed 1/13/21
User Training Materials	Tue 1/12/21	Wed 1/13/21
Technical Training Materials	Tue 1/12/21	Wed 1/13/21
Trainer Training	Thu 1/14/21	Thu 1/14/21
User Training	Fri 1/15/21	Mon 1/18/21
Administration Training	Fri 1/15/21	Fri 1/15/21
Technical Training	Mon 1/18/21	Mon 1/18/21
Training Acceptance	Mon 1/18/21	Mon 1/18/21
Go Live	**Tue 1/19/21**	**Wed 1/22/21**
Cutover Schedule and Task List	Tue 1/19/21	Tue 1/19/21
Go Live Preparations	Tue 1/19/21	Tue 1/19/21
Go Live	Wed 1/22/21	Wed 1/22/21
Operations	**Thu 1/21/21**	**Fri 1/29/21**
Post Implementation Support On Site	Thu 1/21/21	Fri 1/22/21
Post Go Live Assessment	Mon 1/25/21	Mon 1/25/21
Review of Closing Documentation	Tue 1/26/21	Tue 1/26/21
Transition to Support Operations (Problem /Incident Management Procedures)	Tue 1/26/21	Tue 1/26/21
Project Closing Report	Wed 1/27/21	Thu 1/28/21
Acceptance of Project Closing	Fri 1/29/21	Fri 1/29/21

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Training

Training will be available for the City staff to be able to maintain and manage the application.
Rock Solid will conduct training sessions on the OneView CRM solution for City personnel based on the schedule in the Project Plan. Training will be delivered to of all the end users. The training method will be discussed with the City in agreement with the best-expected results. Training material will be delivered in electronic format and hard copy format.

Rock Solid will use a combination of instructor lead training and train the trainer programs in agreement with the City's expectations. Training materials will be adjusted in accordance with the City scope and user types.

Training will be available for the City staff to be able to maintain and manage the application. The training costs are included as part of the implementation and **ongoing post-release training is included at no additional cost with the SaaS hosting model.**

RST will conduct training sessions on the solution for City personnel based on the schedule in the Project Plan. Training will be delivered to of all the end users. The training method will be discussed with the City in agreement with the best-expected results. Training material will be delivered in electronic format and hard copy format.

RST will use a combination of instructor lead training and train the trainer programs in agreement with the City's expectations. Training materials will be adjusted in accordance with the City scope and user types.
Instructor led training – this training is for end-users, super users, and administrative users as following:

- **End-User Training:** Each department or business unit will rely on end users to work directly with the system each day. To ensure that end users are qualified to use the proposed solution, RST will develop on-site training classes during which an instructor shall use software and training guides to teach end users on how to use the system. This training includes, but is not limited to the following:
- **Departmental users or tier 1**
    - Creating, modifying, and canceling a service request on behalf of the citizen.
    - Accepting and routing a service request to the appropriate personnel (tier 1 or tier 2)
    - View and update information regarding submitted citizen service requests.
    - Resolving a service request.
    - Accessing the knowledge base (if added).
    - Creating and modifying reports.
- **Service/Field Workers or tier 2**
    - View information regarding citizen service requests
    - Update assigned service requests
    - Generate reports
- **Super User Training:** Each department or business unit will need staff capable of performing day-to-day administrative tasks. These Super Users will not be called upon to perform enterprise-wide tasks, but will oversee many aspects of their department's implementation and continuing support. This training includes, but is not limited to the following:
    - Service request configuration;
    - Workflow configurations;

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    - Report creation and dashboard configuration
    - Knowledge base maintenance (if added)
    - Portal and Mobile App usage.
- **Administrative users** will be trained on the administrative functionality and configurations. This includes:
    - Oversee and control user accounts and permissions.
    - Maintain user workflow permissions associated with business rules.
    - Troubleshoot issues
    - Support all system users
- **Train-the-Trainer Training** - The City may be responsible for training new hires and new business units that adopt the CRM solution after the initial go-live. This training approach allows for improved system ownership and is the recommended training model. RST will conduct on-site training classes for in-house training staff who will lead, facilitate, and deliver the instructor-led portions of the training on the CRM system. This training will include the trainer's role and responsibilities, the planning and teaching process, CRM system knowledge, and exams that will test learning. This course will provide City personnel with all of the required tools, templates, etc. to deliver the training to their colleagues. The City should consider using these trainers in tandem with RST's trainers for the end user training outlined above. City trainers must be proficient by the end of the initial end-user training session.

An optional training/test environment may be configured. This training will be provided on a "just in time" basis to minimize knowledge loss from the date of training until go live. The training plan will take into account shift work. Supplemental training and help tools will include online content, video instruction and Interactive classes.

RST will provide qualified, trained, and experienced instructor(s), as well as ensuring that they do not perform other duties during the training period that will interfere with instruction. Instructor(s) will provide a survey to trainees to evaluate presentation and course materials for effective feedback to the City.

Train-the-Trainer training will prepare City personnel to lead, facilitate, and deliver the leader-led components of the training. This course will provide City personnel with all the required tools, templates, etc. to deliver the training to their colleagues.

Documentation and Knowledge Transfer
The following documentation will be provided that will assist with training:

- All relevant documents and manuals including user manuals, training manuals and technical support materials
- Documents in an electronic format, such as PDF and/or accessible online at their web site
- Knowledge transfer sessions, on a one to one basis, on site, of the solution technical features to City's assigned personnel, including but not limited to, installation, configuration, maintenance, administration activities and troubleshooting.

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Data Storage and Security

OneView for Dynamics is a Dynamics 365 solution (forms, roles, workflows, schema extensions etc.) installed onto an instance of Microsoft Dynamics 365 Customer Engagement, which is deployed and managed for you directly by Microsoft. Since we consume this software as a platform-as-a-service model and do not directly manage or operate its underlying infrastructure, the following information is directly from Microsoft: The datacenters that power our cloud offerings focus on high reliability, operational excellence, cost-effectiveness, environmental sustainability, and a trustworthy online experience for customers and partners worldwide. Microsoft regularly tests our datacenter security through both internal and third-party audits. As a result, the most highly regulated organizations in the world trust the Microsoft cloud, which is compliant with more certifications than any other cloud service provider.

Data encryption

Data is encrypted in transit and at rest. All customer data and operations are segregated from every other concurrent Oneview customer by logic gates in the Microsoft Azure data storage facility.

For authentication, the system uses Active Directory and ADFS allowing integration to the City's existing active directory. Users are then configured in OneView CRM by activating their Active Directory User Id and assigning security privileges. The built-in security of Microsoft Dynamics includes role-based security, record-based security, and field-level security. These levels of security allow the City to manage the attributes (1) create (2) read (3) update and (4) delete for each record.

Data validation on point of entry

Workflows can be configured to perform validation, routing, escalation and status updates with defined business rules. Data validation on intake (contact, location, type of issue) is inherent in a proper CRM.

Provide data retention, redundancy, archive, and destruction

Rock Solid offers a default design of unlimited record retention, with a high degree of redundancy. Destruction can be optioned; we would desire to work on a proper form and authorization to ensure no data is deleted without going through the appropriate channels. In the event that the OneView contract is cancelled or expires, the City will have a period of ninety (90) days to download any proprietary data from the servers.

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Customer Support

Staff will be available 24 hours a day, 365 days to address critical system issues. The helpdesk services can be contacted through e-mail, telephone, or our support portal. Normal or Low priority live requests will be handled during regular operating hours Monday – Friday, 8am – 8pm (EDT).

The following table details the support severity levels and targeted response times:

Codes	Example	Resolution Level Agreement	
Critical	• System down • System up, but cannot be used, affecting operations	Confirmation of Request Received	30 minutes
		Communications	30 minutes
		Expected time to begin solving the issue	2 hours
High	• Specific system functionality not functioning as expected • System interface is not working • Security-related requests • Serious impact on customer operation	Confirmation of Request Received	1 hour
		Communication	1 hour
		Expected time to begin solving the issue	4 hours
Normal	• Change of passwords • Billing information request • Functional or technical consultations	Confirmation of Request Received	2 hours
		Communication	8 hours
		Expected time to begin solving the issue	24 hours
Low	• Suggestions and recommendations • Training requests	Confirmation of Request Received	4 hours
		Communication	16 hours
		Expected time to begin solving the issue	48 hours
Priorities are established after the support analyst reviews and investigates the communication sent by the client. While we constantly monitor our emails, we urge our customers to call us if they understand that the need for support is critical, so that we can act immediately.			

Criteria for Incident Escalation

Our customer support department receives cases and routes them to our OneView CRM product support team. Requests are handled at different levels of escalation.

- **Level 1 – General Customer Support.** In this level, we can solve or answer general questions regarding products such as frequently asked questions and common knowledge base support requests. If the issue cannot be resolved in the initial call, the incident is escalated to a Level 2 request.
- **Level 2 – Functional Specialist Support.** More experienced resources that have been involved in product implementations and issue resolution will handle Level 2 requests. These requests are more complex in the areas of functionality or configuration. A Level 2 representative will be communicating with the customer via email and coordinating communications to resolve the

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issue. If the issues are technical, to the degree a Level 2 representative cannot solve the issue, then the case will be immediately escalated to a Level 3 resource to address the issue.

- **Level 3 – Technical or Advanced Support.** This support is provided by technical personnel that handles requests that are not in the scope of Level 1 and Level 2 resources. Level 3 requires technical or software development experience for issue resolution. Level 3 resources will work with the Level 2 resource on resolving the issue. Communications should not be expected from a Level 3 resource unless necessary. The Level 2 resource will keep communications with the customer until the issue is resolved.

Summary of what is included with maintenance and support – the following are included:

- Fix of any system issues or bugs
- Review of recommendations or feature requests
- Functionality questions and support for system usage
- Configuration of the system including but not limited to:
  - Case types
  - SLA details
  - Notifications and escalations
  - User creation and user management
  - Department creation and management
  - Security configurations such as user roles and assignment per user or user group
  - Field level security configuration
  - KB spider/crawling setup and maintenance
  - CTI configuration
- System upgrades for OneView CRM
- Database monitoring, backup and restore procedures
- System disaster recovery
- Hardware resource management for server optimization such as CPU's, memory, disk space and networking
- System patches for all software components

Software modification versus a release

All recommendations or ideas for new features or functionality will be reviewed. Any recommendation or idea that is considered applicable for all OneView customers will be scheduled to be included in the product for a future release and given a priority. In the case that there is a City-specific change request or an urgent need for a future release feature, then RS will discuss with the City to determine the best approach to solve the City's needs. A separate services contract may be needed to solve any City-specific change request depending on the complexity of the change request. Any City-specific changes that require less than 12 hours of work per month and do not affect other ONEVIEW implementations in process may be included in the system at no additional charge.

High availability

The City can have confidence in Microsoft's commitment to service availability through a financially backed 99.9% uptime Service Level Agreement (SLA). If a service incident breaches this SLA, you can claim a billing credit according to the conditions of the SLA. Microsoft publishes financially backed SLAs for uptime. In the event of unplanned downtime, the SLA is activated, and we credit the account in accordance with the service level.

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Regularly Scheduled Product Maintenance

Rock Solid provides updates and performs maintenance on an Evergreen model. Product updates, patches, and enhancements are included in the software as part of the SaaS model. Customers will receive notification of upcoming releases and the included features of the product as well as any minor versions that are scheduled to be installed. Minor versions Installations are generally installed to fix any issues or include any features that were scheduled and missed in the previous release. Any software updates are scheduled with the customer to avoid or minimize service interruptions.

Rock Solid will provide communications 5 days in advance for any planned interruptions in services due to scheduled software changes or outages. In the case of issue resolution, the customer will be notified as soon as the issue is fixed, and Rock Solid will plan a software update in collaboration with the customer. The notifications will include the reason for the interruption along with expected down time and time frame. Any unplanned outages will result in immediate communications and expected resolution time.

Bug Fixes/Software issues

System errors may be encountered during the internal testing procedures of the product or by customer reports. Errors are given a priority and severity code depending on what functionality is affected, and the amount of customers it affects. Once the problem is verified, it will be added to a work queue where product support developers will work on resolving these issues in order of priority and severity. All issues are worked and tracked following modern agile project development processes and customers are communicated when issues are solved, either by publishing on the support portal or by communicating with customers via email.

In the case that issues are identified by the product team, an internal issue resolution process is followed and known product issues will be communicated to the customer along with resolution time estimates via email.

When an issue is reported by the City, a support case will be created, and the status or resolution of that case will be available online on the support portal. The City users may also call the customer support department which can also provide the status information.

Once issues are resolved, the City will receive an email with documentation on the issue resolution. If a product update window is needed, the customer service team will notify and coordinate the installation date and time. In the case an issue is related to a support case, reported by the City, the case reference number will be included in the communication and the case will be closed once the City confirms the issue is resolved.

Frequency of software updates and new software releases

Software releases are schedule for four times a year. Releases contain product-specific features, bug fixes, etc. We currently have a quarterly release schedule for the back-office and mobile application, but are moving to an AGILE/SPRINT release cycle to allow for more frequent updates, with less potential risk per update. Our customers receive regular updates about the pending updates and what to expect. Customer’s account managers are available to review and discuss prior to code push.

Updates are shared automatically with Rock Solid’s business resource and technical resource assigned to the city. This will be shared in monthly syncs between Rock Solid's Account Manager and the city admin. Our product is based off a SaaS (software as a service) model. We do not charge for updates to the application. We at Rock Solid will work to continue producing the best product for our customers.

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Tab F – Cost Proposal

Implementation Costs:

We are not including travel costs, because we do not expect we will be on site due to Covid. If that situation changes to where both contractor and the County are comfortable and mutually agree to the safety of this travel, we will offer on-site travel, meal, hotel costs, etc at cost + 10%.

Item	Hours	Cost
Citibot Implementation	Flat Fee	$ 8,900
Data Migration	Not Scoped	Not Scoped
Other Integrations	Not Scoped	Not Scoped
Planning and Analysis	84	$ 10,500
Requirements Definition (Design)	64	$ 5,500
Configuration	84	$ 7,250
KBA Migration and build	50	$ 5,000
Deployment (Testing, Training, Installing)	200	$ 23,500
Operations (Go Live Support)	40	$ 4,000
Total	**654**	**$ 74,150**

Rate Card for professional services

Role/Position Description	On-site Hourly Rate	Remote Hourly Rate	On-site Daily Rate	Remote Daily Rate
Project Manager	$ 165	$ 135	$1,320	$1,000
Functional Lead	$ 145	$125	$1,240	$920
Developer Lead	$ 155	$135	$1,240	$920
Software Developer	$ 145	$125	$1,240	$920
Technical Writer	$ 135	$115	$1,240	$920
Senior Project Manager	$ 206	$168	$1,650	$1,250
Senior Developer	$ 193	$168	$1,550	$1,150

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SaaS/Annual Fees:

Item	Cost, annually
OneView CRM, including Mobile App, CRM, Web Widget, etc	$64,800
OneView Licenses: Range from $25-$170 per user, per month – Depending on number of licenses, license type, and other variables. Based on the information we have from Roseville and our experience in deploying to similar cities, we expect licenses to not exceed the proposed amount. **Depending on user count and types of users, it could be under $60,000**	$96,000 1st Year, estimated
Ongoing training, support, maintenance, hosting, etc	Included
Citibot Pricing not included, please see below breakdown	
Total Annually	**$160,800**

CITIBOT PRICING BREAKDOWN:

Pricing	Year 1	Year 2	Year 3
Implementation Fees	$8,900	$0	$0
Annual Subscription - Web Chat	$8,600	$8,900	$9,200
Annual Subscription - SMS Chat* **	$7,500	$7,800	$8,100
Social Media Chat: Facebook and Twitter	$4,500	$4,800	$5,100
Total Annual Costs	29,500	$21,500	$22,400

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Tab G – Required Statements/ Documents

Include statements of assurance regarding the following requirements in the proposal:

- *Non-substitution for the designated members of the team without approval by City staff* ***(Section 5.0)***
    - All members of the project team will be designated before the start of the project. No substitutions will be made without discussion and approval by the City staff.
- *The absence of a conflict of interest* ***(Section 10.4)***
    - Rock Solid does not have a Conflict of Interest with the City of Roseville.
- *Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract* ***(Section 10.7)****. (Please note that actual certificates of insurance are not required as part of your submittal.)*
    - Rock Solid is capable of filling the indemnification and insurance requirements as outlined in the RFP. Rock Solid will provide certificates of insurance upon award of contract.
- *A statement that nothing contained in the submitted proposal will be proprietary. (****Section 10.23****)*
    - Nothing contained in the submitted proposal will be considered proprietary.

Submit the following documents with proposal:

- Proof of registration with California Secretary of State
    - The following certification is for CitySourced. CitySourced is a wholly owned subsidiary of Rock Solid.
- Executed copy of Proposer's Certification (**Attachment A**)
- Executed copy of Non-collusion Declaration (**Attachment E**)

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California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

Corporation - Statement of Information

Entity Name:	CITYSOURCED, INC.
Entity (File) Number:	C3379078
File Date:	05/05/2021
Entity Type:	Corporation
Jurisdiction:	DELAWARE
Document ID:	GT06241

Detailed Filing Information

1. Entity Name: CITYSOURCED, INC.

2. Business Addresses:
   a. Street Address of Principal Office in California:

   b. Mailing Address: 912 Capital of Texas Highway S, Suite 180
   Austin, Texas 78746
   United States of America

   c. Street Address of Principal Executive Office: 912 Capital of Texas Highway S, Suite 180
   Austin, Texas 78746
   United States of America

3. Officers:
   a. Chief Executive Officer: Richard Brown
   912 Capital of Texas Highway S, Suite 180
   Austin, Texas 78746
   United States of America

   b. Secretary: Richard Brown
   912 Capital of Texas Highway S, Suite 180
   Austin, Texas 78746
   United States of America

Document ID: GT06241

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

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California Secretary of State
Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

Jennifer Mabe
912 Capital of Texas Highway S, Suite 180
Austin, Texas 78746
United States of America

4. Director:

Not Applicable

Number of Vacancies on the Board of Directors:

Not Applicable

5. Agent for Service of Process:

CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE (C1592199)

6. Type of Business:

Civic engagement software & services for municipalities

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Jennifer Mabe

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GT06241

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Attachment A

PROPOSER'S CERTIFICATION

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

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

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

Rock Solid Technology
NAME OF BUSINESS

SIGNATURE

Tom Spengler, CEO
NAME & TITLE, TYPED OR PRINTED

912 Capital Of Texas Hwy South Suite 180, Austin, Texas 78746
MAILING ADDRESS

(512) 347-9399
TELEPHONE NUMBER

esickinger@rocksolid.com
EMAIL

Type of Organization:

____ Sole Proprietorship X___ Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

Attachment B

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Attachment C
REQUIREMENTS MATRIX
(Please download electronic file on PublicPurchase.com)

The Requirements Matrix ("Matrix") is categorized by various desired features. This Matrix will be used to determine the compatibility of proposer's software to the requirements of the Customer Relationship Management system. In the Fourth column from the left, please enter the response to the requirement based on the possible responses below. An omitted response or deviation from the alpha responses provided below will be construed to be a "NO" – not supported and/or is not provided as part of the proposal. If you need to add any comments to further clarify your response, please do so in the column specified.

Response Code	Definition
Y (YES)	The proposed system can meet this requirement with no modifications or additional products necessary
C (CUSTOM)	This requirement can be met with customization to the proposed system **(the cost of such customization must be included in the proposal)**
N (NO)	The proposed system cannot meet this requirement

C-1 Customer Relationship Management

No.	Description	Status	Response Code	Comments
1. **EXTERNAL REQUIREMENTS**				
1.1	All forms of contact to be tracked within the CRM	Required	Y	
1.1.1	Phone	Required	Y	
1.1.2	Emails	Required	Y	
1.1.3	Social Media	Required	C	Social Engagement User – A social engagement enterprise license will be needed in case that the City wants the ability to create cases using social media feeds or posts as a source. Social Engagement features also allow for users to monitor and interact with social media feeds such as replying to posts, replying to private messages, perform likes and retweets.
1.1.4	Web Forms	Required	Y	
1.1.5	In-person	Required	Y	Our system's case intake functionality allows customers that walk-in or call the City's service line directly to open a new, update or follow-up on an existing service or information request. The system keeps track of

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				the request and all forms of communication used to provide such information.
1.2	Interface with multiple Departments	Required	Y	OneView manages cases. Cases can have one or many requests/issues which can be handled by multiple departments simultaneously. This will allow for more efficient collaboration and monitoring of the response to issues/requests.
1.3	Suggestive AI for easy navigation	Required	C	If this is for routing customers to the correct area for requests, then this will be filled by Citibot.
1.4	Automated responses for consistency	Required	Y	Auto responses are highly customizable and dependent on the service request being submitted and dependent on the method of entry from the resident
1.5	Online chat feature	Required	C	Citibot has a robust AI chat feature that will be incorporated with OneView.
1.5.1	Text to chat feature	Optional	C	Citibot's text-to-chat feature is unparalleled.
1.5.2	Perform natural language searches of the knowledgebase	Optional	Y	Knowledge base articles can be searched with natural language.
1.6	Questions on website (FAQ's)	Required	Y	This is standard OneView functionality.
1.7	Ability to refer to external website, if needed	Required	C	The Knowledge Base articles, call scripts, and logic-based routing for service requests can be configured to refer to an external website if the problem does not fall under the City's jurisdiction.
1.8	Quick response to initiator of request (auto response for external, reminder for internal staff)	Required	Y	
1.9	Acknowledgement email sent to initiator after submission	Required	Y	The user will receive an email confirming receipt of the ticket and a unique identification case number for future reference.

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1.10	Consolidate emails within the CRM	Required	Y	Customer data can be merged when duplicate exists, consolidating all the associated information into a single customer record.
1.11	Ability to add workflow for inquiries	Required	Y	Yes, customer service agents can track follow up inquiries made by customers by looking into the case activity logs. Agents can see emails exchange with that customer and other agent notes regarding status and service activity. Case follow up tasks can also be created and assigned to customer service agents or city SME's.
1.12	Provide feature to allow initiator to select if they want a response or not after their submission	Required	Y	The system has the ability to create anonymous requests when a constituent does not want to disclose his identity or provide any contact information. The system can be configured such that specific case types allow or disallow anonymous submissions. The Microsoft Social Engagement features allow submitting cases from Social Media posts using Facebook and Twitter.
1.13	Dashboard to display status on requests and an overall report	Required	Y	There are multiple dashboards that users can leverage. When back end users sign into the online console they see a dashboard that displays a map of where all service requests in the city reside, and a list of service requests that are either assigned to the individual, or a list of all requests that are inside the system (See item number 4). The other notable dashboard is the "all my requests" dashboard that shows a user all of their requests, but also allows the user to edit their views based on location, closed and opened requests, escalated requests, and other services.

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1.14	Users can create a profile	Optional	Y	The self-service portal allows residents to create an online account. All accounts added will be linked to the Master Name Index creating a centralized repository. This account allows them to request services, organizational information, make updates to user profile, view history and select preferences.
1.15	Ability to track status of inquiries	Required	Y	Yes, customer service agents can track follow up inquiries made by customers by looking into the case activity logs. Agents can see emails exchange with that customer and other agent notes regarding status and service activity. Case follow up tasks can also be created and assigned to customer service agents or city SME's.
1.16	Instant notifications on issues in the City	Required	Y	OneView for D365 has robust notification and escalation functionality.
1.17	Mobile application	Optional	Y	Rock Solid's OneLink mobile application solution allows for interdepartmental communication via one central platform. With the ability to easily integrate into Lucity and other solutions within the city, OneLink allows for city workers to continue working in their known environment and eliminates additional training or loss of information. OneLink mobile application has the ability to create more efficient workflows and easy automation of tasks eliminating manual work. With one central platform, information can be accessed from anyone in the city.
1.18	Integration with: social media, phone calls, City website, business processes, existing third party systems	Required	C	Rock Solid can integrate with any third party software system that has publicly exposed REST or SOAP based web services. Out-of-the-box, we support over 45 vendors, which

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				covers 90%+ of the market now. We have already integrated with most major enterprise workflow systems, as well as several homegrown systems. Please contact us at sales@rocksolid.com for information about a specific vendor integration.
1.19	Real time requests visible to public – users can "like" or make comments available (e: Waze)	Required	Y	When submitting a request, the user can see any similar request that has already been made around the same location. Other users may comment on the request until the request is marked closed.
1.21	Ability to upload documents	Required	Y	Our system allows for the creation of notes related to the record. An unlimited amount of notes can be created with information such as date created, date modified, and the user that created the note. Notes can contain multiple lines of free text and can be used to attach documents for any record. For attachments, the allowed file types and the maximum file size are configurable in the system. Customers can attach documents, images or videos so that all relevant information is captured.
1.22	Data captured – Seasonal trends, categories, response times, districts, etc.	Required	Y	The system can capture the types of intake data aforementioned, as well as other information such as priority, origin of request and specific data to request types. Reports can be generated from the gathered data to see seasonal trends.
1.23	Easily add data to provide to public upon request	Required	Y	In the Unified Service Desk, users can view and send Knowledge Base articles during a service request intervention. The solution allows to view and send KBA's at any time.
1.24	311/similar software solution	Required	Y	
1.25	Phone calls – plug into system for tracking	Required	Y	The CRM system integrates to the telephony system and facilitates the

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				call handling. Incoming calls are identified and the phone system data (such as phone number and name) can be instantly imported to OneView to look up existing customers or create new ones. Outbound calls can be performed using link to call features allowing easier outbound call handling.
2. **INTERNAL REQUIREMENTS**				
2.1	Easy Management	Required	Y	The proposed system is easy and intuitive to manage. There is no functional need for debugging or performance tuning - unless these are around business process.
2.2	Continued education on how to use the CRM (process/adoption)	Required	Y	Rock Solid offers extensive training during implementation for city workers with a system that has a user-friendly approach. The OneLink native mobile application is easy to use and install for citizen facing experience. The console offers easy learning for rapid adoption. With the ability to easily integrate into other enterprise systems within the city, city works can continue to work within the platform they regularly work within, eliminating the need for additional training or adoption of new system. Rock Solid offers extensive knowledge base articles to help with any on-going questions for city works as well as a customer success manager who is always available for support.
2.3	Automating as many processes as possible	Required	Y	Workflows can be configured to perform validation, routing, escalation and status updates with defined business rules.
2.4	Establish appropriate response time (internal process)	Required	Y	Typical query response is sub-second but this is not subject to an SLA. Response time for a request may be customized by Roseville.

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2.4.1	Systematically identify and escalate an open ticket based on SLA rules	Required	Y	OneView monitors tickets against defined service levels, and identifies and escalated tickets that are approaching a service level threshold, based upon business rules.
2.5	Escalation if requests are not being fulfilled	Required	Y	The system allows for notifications to be sent automatically to specific users when a request does not meet its Service Level Agreements or Response times.
2.6	Accountability if CRM isn't being used	Optional	N	Non-usage of the CRM would be reflected in specific data sets, such as requests being filled, but the request history not being logged in the CRM. This would be reflected in specific reports that could be customized to capture usernames and their history.
2.7	Script/response library to use for responses	Required	Y	Workflow Dialogs or Scripting functionality allows processes/scripts to be customized to guide users through a customer interaction such as calls and other processes. The system allows guiding agents through predefined scripts. Branching logic is part of the Workflow Dialog or Scripting definition, which enables contact center agents to consider alternative actions depending on the flow of the interaction. During implementation, alternative actions will be identified and Workflow Dialogs will be configured accordingly.
2.7.1	Script for call taker to guide through collecting information required to submit various ticket types	Optional	Y	When the call intake process starts, the call taker sees the call pop-up in the CRM view. The call taker identifies the request type using search functionality. Once selected this provides a request type script and any corresponding Knowledge Base Articles. The call taker will gather information from the caller such as name, location, email, details

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				of request, etc. Address will be pre-populated through the geocoder lookup. This workflow allows the user to select the request type, priority, and edit any assignments, or start the automated workflow. During this process the customer service representative is able to answer any questions, send emails with corresponding information, or start a request. All calls are tracked and time-stamped.
2.8	Work on language for public (laymen terms)	Required	Y	Knowledge base articles can be searched with natural language.
2.9	Use data to help identify inefficiencies	Required	Y	Power BI - An annual Power BI professional license will be provided to design and publish analytical reports and control dashboards. These reports can be published to a web page as a link. They can also be shared with other Power BI users. The Power BI tool regular license is free with a valid account of Microsoft 365.
2.10	Clearing house – 1 to 2 staff members monitoring requests	Required	Y	
2.11	Internal comments/notes for staff use only	Required	Y	The back office console allows the option for staff to enter staff only notes, visible dependent on account type and other visibility rules. This will allow staff to enter notes not intended to viewed by the general public.
2.12	Merge redundant requests into one services request, ability to maintain caller history for each request	Optional	Y	Users of the CRM system can manually link or merge duplicate or related cases so that they can be managed collectively. Workflows can be defined to link or merge cases.
3. **SYSTEM ADMINISTRATION/INTEGRATION**				
3.1	Ability to integrate with third party systems using a published Application Programming Interface (API)	Required	Y	This is standard OneView functionality.

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3.1.1	The City will require access to the data for integration with other 3rd party systems. (Ex. Direct database access, standardized xml, csv, Excel, Rest or SOAP API end points)	Required	Y	Rock Solid can integrate with any third party software system that has publicly exposed REST or SOAP based web services. Out-of-the-box, we support over 45 vendors, which covers 90%+ of the market now. We have already integrated with most major enterprise workflow systems, as well as several homegrown systems. Please contact us at sales@rocksolid.com for information about a specific vendor integration.
3.2	Provide an audit trail and history of any changes to data	Required	Y	At the infrastructure level, all access to Azure IaaS resources is restricted using Azure Identity and Access Management (AIM) and is configured on the principle of least privilege. All access is logged and monitored using Azure standard tools for this, which allows us to see who accessed the systems when and what changes they made. At the application level, you configure your application users, and our application logs sessions so we have an audit trail on system access.
3.3	Ability for the system to accept scheduled imports and ad hoc imports as needed	Required	Y	OneView for D365 has robust integration and data portability.
3.4	Ability to interface with Esri's ARCGIS Enterprise platform (ArcGIS Portal, ArcGIS Server, or ArcGIS Online) at version 10.8.1	Required	Y	This is a core functionality - we will leverage the city's custom geocoder to determine location and use all preferred map services.
3.5	Automate data integrations	Required	Y	OneView provides several ways to integrate with other systems such as: • OPEN 311 API – This API uses the OPEN 311 standard to provide the ability to query requests and create or update existent requests. • OneView API – This API extends the OPEN 311 standard to include additional fields and system entities

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				with the pertinent software business rules. • Dynamics CRM Web API - Since OneView is developed on top of the Dynamics CRM platform, there are a variety of API's available thru standard technologies and frameworks such as XML, HTML, JSON, OData, REST, JavaScript and .NET SDK to perform integrations. This integration points allow performing all system transactions without the need to use of the Web UI.
4. **USER ACCESS**				
4.1	Security settings, including View, Add, Edit, Delete, and Print	Required	Y	OneLink provides role based controls. We have multiple different roles for each user that accesses the system. Roles such as global admin, system admin, user admin, power user, user, and viewer are all included with OneLink. All application functionality is subject to role based access control.
4.2	Ability to show or hide based on security settings	Required	Y	Administrators can manage users and grant role based security. Roles define the capabilities or access restrictions a user can have. A user can be in multiple roles.
4.2.1	Ability to establish user groups and edit existing ones		Y	Reports can be configured to be sent and shared to specific groups and users within the organization.
4.3	Ability for administrative access for multiple users	Required	Y	RockSolid suggests having at least one administrator and one backup administrator. More can be authorized as necessary.
4.3.1	"Super-user" access to administer business rules, create/edit workflows and decision trees	Required	Y	This is standard OneView functionality.
4.4	Ability to view user login history	Optional	Y	OneView provides reports on active users, inactive users,

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				audit login and log out, accessibility,and service performance. Reports can also be created on users, teams, and user roles.
4.5	Ability to use a mass password reset to change the default password for one or more users	Optional	N	Administrators may enforce a password reset, but not en masse. Customers may reset their password ofr their user account independently.
5. **SOLUTION SPECIFICATIONS**				
5.1	ActiveDirectory (ADFS) integration / Single Sign-on (SSO) and MFA (multi-factor authentication – PingFed)	Required	Y	Our solution provides authentication for the applications with single sign-on and the ability to authenticate on other networks. The system supports OAUTH and SAML protocols. Features like multi-factor authentication rely on the Identity Provider's support of these features.
5.2	Support for use on mobile devices (iOS and/or Android)	Optional	Y	The latest versions of IOS and Android are supported.
5.3	Licensing options for 1. Unlimited users (Enterprise) and 2. Incremental pricing based on number of users	Required	Y	
5.4	Support for multiple concurrent users	Required	Y	This is standard OneView functionality.
5.5	Vendor provided system documentation and training	Required	Y	Training will be available for the City staff to be able to maintain and manage the application. The training costs are included as part of the implementation and ongoing post-release training is included at no additional cost with the SaaS hosting model.
5.6	Vendor provided system maintenance and support	Required	Y	Both support and maintenance are included in the base SaaS fee. Product updates, patches and enhancements are included in the software as part of the SaaS model.
5.7	Conversion of existing data	Required	Y	Rock Solid and Microsoft Dynamics (D365) have several tools to assist with data migration:

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				• Data migration framework allows using standard data entities to reduce data mappings for common record types • Allows easy creation of non-standard data entities, when needed • Allows importing data from a mixture of data sources...common examples are Excel, SQL, CSV • Enforces data validation rules and data consistency before importing
5.8	Files stored in an open non-proprietary format, allowing the files to be saved and backed up to other media as needed	Required	Y	SQL Server Reporting Services (SSRS) technology allows the City to export data to different file formats used by common office applications such as Acrobat (.pdf), Excel (.xls), Word (.doc), Image (example: TIFF).
5.9	All historical data is stored and retrievable for the length of the contract	Required	Y	Data can be extracted at any time prior to termination and without the need to involve Rock Solid.
5.10	Browser-based interface with no required add-ins (MS Silverlight, etc.)	Required	Y	OneView CRM for Dynamics 365 web application can run in any of the following web browsers: Google Chrome, Apple Safari, Mozilla Firefox, Internet Explorer and Microsoft Edge.
5.11	Ability to enable an auto-save feature	Required	Y	Auto save feature is configurrable in the system. The status of the record indicates submission and workflow rules.
5.12	Solution includes a separate Test environment for testing updates and conducting development work	Required	Y	We will deliver and support a staging/production environment and a test environment, including the necessary licensing as part of the project scope.
5.13	Ability to request a production to test copy at least once per calendar year to refresh the data in the test environment	Optional	C	RST provides access to a staging tenant where Roseville can get access to new release to perform some testing of their choice prior to deployment to production. But in general it is a SaaS model, where RST owns the test and release process and the client uses the app, as

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				opposed to an outsourced development model, where the client would own the test and release process.
6. **REPORTING**				
6.1	Search screen with multiple criteria such as user name, user id, task name, due date, task due date, assigned to, status, task status, manager name, etc.	Required	Y	OneView has robust search capabilities. "Global Search" allows searching through all system database entities and records from a single-search feature. Searches can be performed on any citizen request field and data type. Searchable fields are configured within OneView. System views and personal views define which available columns and filters are needed on predefined, named searches. Views can be saved and shared with other users. The results from the execution of specific views of data can be exported to Excel. From within Excel, the information presented can easily be refreshed from the OneView database so that the data presented within Excel is current.
6.2	Tasks by User or Department	Required	Y	Requests and tasks are assigned to users or groups of users via workflows. Any assignments can result in a notification to the assigned user. Tasks and requests will be visible to the pertinent users in their dashboards. All tasks and requests are prioritized in order to manage tasks efficiently and according to schedule. All records including tasks and requests are linked to the corresponding account, contact or opportunity.
6.3	User Reporting including user status, user name, and user memberships (organization units, departments, groups)	Required	Y	Reports can be configured to be sent and shared to specific groups and users within the organization.

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6.4	Number of users per Task	Required	Y	Requests and tasks are assigned to users or groups of users via workflows.
6.5	Statistics on the number of requests/inquiries/documents sent, in progress, completed, or incomplete.	Required	Y	RST can report on any request field such as source of inquiry, request category, request type, etc.
6.6	Ability to report on Tasks by stage/step (review, manager review, etc.) and status (in progress, past due, etc.) within the workflow with the ability to filter by Department/Division	Required	Y	Reports include the Service Status Summary, which shows graphical statistics related to requests by status and resolution performance and the Summary of activities and tasks.
6.7	Ability to report on goal status by user, department, or citywide	Required	Y	SLA Performance Report – Departmental performance based on expected SLA's.
6.8	Ability to export report data as a PDF, .csv, or .xlsx file (Excel)	Required	Y	OneLink gives users the ability to export PDF service request metric reports and XLSX, delimitated text, GEO RSS, KML, SHP, and XML reports regarding requests in all stages
6.9	Dashboard capabilities for managers to see graphical representations of reports	Optional	Y	• Power BI Dashboards – Several Dashboards for visualization and analysis of request information by geography, department, periods and service types.
6.10	Date range parameter and point-in-time reporting on all data	Optional	Y	The Dynamics CRM tool contains a report wizard that allows the County to create reports in different steps without the need for advanced programming. The report wizard provides the ability to run reports on a range of date.
6.11	Ability to create custom reports	Required	Y	OneLink gives users the ability to pull custom reports based on Service Request Type, Status, Boundary (location), Date, Duplicates, Escalated, privacy status, and deleted
6.12	Ability to run reports using standard, predefined report templates	Required	Y	The Metrics tab in the OneLink Web Console offers access to useful data regarding App Downloads and Service

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				Requests. Our filter options provide the ability to specify what measurements you want to see, so that you can retrieve detailed and informative reports.
6.13	Ability to schedule reports for a daily/weekly/monthly/yearly frequency	Optional	Y	The solution allows for schedule snapshots of reports and subscriptions of pre-defined reports.
6.14	Ability to deliver scheduled reports to an individual's Outlook Email	Optional	C	This process would involve a workflow to email a reminder to run the report or to deliver the scheduled report after it has run.
6.15	Provides a user friendly reporting tool that does not require users to understand the database design or have prior SQL experience	Required	Y	Reports can use native SQL and/or web services to query data. Users do not need prior SQL experience to run reports.
6.16	Ability to limit access to reporting by security level/role	Required	Y	The system allows for reports to be assigned to individuals, limiting the access to other users. Security can be defined at field level for certain elements (Field Level Security).
6.17	Ability to run a report by Department/Division to see all outstanding tasks including workflow step and status	Required	Y	Request Summary – Provides a graphical view of requests by department, by type and period.
6.18	Ability to report on feedback provided by a supervisor for different end-users and compare/review in a matrix format	Optional	Y	
6.19	Ability to report on the Review Date and Review End Date by Task, Department, or User.	Required	Y	Oneview can report on all of these and more.
6.20	Ability to standardize on Microsoft SQL Server Reporting Services and Microsoft BI	Optional	Y	OneView is built in Microsoft Dynamics. There is robust functionality for reporting and PowerBI.
7. **WORKFLOW/FORMS**				
7.1	Ability to define and save workflow processes	Required	Y	Each district office will be able to define their own custom workflows for any request type. OneView CRM for Dynamics 365 will also give each district office (or even each user) the ability to create custom dashboards, custom-reports, or access pre-

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				configured reports that are requested during the implementation process.
7.2	Create and modify workflows using a graphical user interface, preferably without requiring third-party software	Required	Y	The solution provides a graphical interface to create and modify workflows. It also provides system views regarding jobs, such as workflows. These views allow the user to identify executed, running or pending workflows and related records.
7.3	Ability to customize workflows by department	Required	Y	Custom Workflows – These are encapsulated workflows that can perform specific hardcoded logic that can be called from regular designer editable workflows. This is normal in complex create, update, delete or assign logic.
7.4	Email reminders to staff when action is required	Required	Y	Reminders are inside the console and sent via email.
7.5	Email reminders to staff when an action is overdue	Required	Y	Reminders may be created via escalation rules based on rule conditions and the number of days a request is open. You may assign the escalation (reminder) to the assigned user on the request.
7.6	Workflows can be triggered by a file being added to the system or by submission of a form	Required	Y	A workflow can be customized to do this.
7.7	Ability to automate document movement with rules-based routing	Required	Y	OneView can leverage Microsoft Power Automate to facilitate document movement.
7.8	Electronic signatures for document approvals	Required	N	This would require a third party such as Docusign.
7.9	Ability for upload of documents in a browser based interface	Required	Y	Users will use a file browser to upload files.
7.10	Ability to download/print/save copies of documents	Required	Y	The solution allows to print and export data from the system in different formats such as PDF and normal print.

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7.11	Ability to search for a document using key words	Required	Y	OneView offers "search suggestions" as well as "recent history lists" in searches including in global searches, knowledge base searches and lookup fields in all modules. All system records have the ability to attach/link documents in addition to relating them to any other record.
7.12	Ability for Managers to manage a checklist of tasks	Optional	Y	Requests and tasks are assigned to users or groups of users via workflows. Any assignments can result in a notification to the assigned user. Tasks and requests will be visible to the pertinent users in their dashboards. All tasks and requests are prioritized in order to manage tasks efficiently and according to schedule. All records including tasks and requests are linked to the corresponding account, contact or opportunity.

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Attachment E

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the CEO of Rock Solid Technology, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March, 4th 2022 [date], at Phoenix [city], Arizona [state].

Tom Smith

(Signature of Declarant)

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Tab H - Exceptions to Standard Agreement

- Section 3 -
  - We will need to add "and shall not be reasonably withheld."
- Section 5 -
  - We will need to add “Terms are paid annually, and no refund will be given for monies already paid. In addition, City must demonstrate must make a good faith effort to secure funding.”
- Section 8 – “Any work product created for City pursuant to this Agreement is deemed owned by City.”
  - Exception: RST will maintain all ownership and IP of all product and services provided under this Agreement.
- Section 9 -
  - RST is not billing hourly, believes it does not apply to our project, and requests this section be removed.
- Rock Solid requests a limit liability section be added to the agreement.
- Section 18, 19, 20, and 21 –
  - As allowed under the law, we request this section be mutual

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TAB I: Competency of Proposers

The City wants to ensure that the successful Consultants has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

Rock Solid has not had any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, or any similar actions filed or resolved in the past seven (7) years.

No clients have terminated a contract with Rock Solid for a breach or failure to deliver services.

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Rock Solid Sample Agreement

MASTER CUSTOMER AGREEMENT

This Master Customer Agreement (this "**Agreement**") is made and entered into between Rock Solid Technologies, Inc. ("**Company**") and _____ ("Customer") and is effective as of _____ ("Effective Date"). Each of Company and Customer is a "**Party**" and together, the "**Parties**."

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) ANY PRODUCTS (DEFINED BELOW), ENGAGING COMPANY TO PROVIDE PROFESSIONAL SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT; AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY PRODUCT OR RECEIVE ANY PROFESSIONAL SERVICES.

DEFINITIONS

"Addendum" means a reference in an Order Form to one or more additional documents that contain terms relevant to a particular Product or Professional Services.

"Affiliate" means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement.

"APIs" means the application programming interface provided by Company.

"Authorized Users" means employees, contractors, and agents of Customer who are registered by Customer to use the Products

"Customer Data" means any data or information that Customer or any of its Authorized Users uploads or inputs into a Product or otherwise makes available to Company in connection with Customer's use of a Product or receipt of Professional Services

"Deliverables" means any work product or other materials created by Company in connection with its performance of Professional Services

"Documentation" means Company-provided user manuals, help files, specification sheets, or other documentation, in whatever form, relating to a Product.

"Hosted Services" means the provision of Software as a service as asset forth on an Order From which is hosted by Company or its hosting providers and which is access by Customer via the internet.

"Order Form" means a written order executed by the parties which defines the respective order parameters and information, such as, modules purchased, term and associated fees.

"Product" means the APIs, Software, Hosted Services, and Deliverables.

Professional Services" means implementation, installation, configuration, customization, or other professional services expressly identified on an Order Form (which may be in the form of a SOW).

"Software" means a Company provided license to downloadable software including any mobile applications and downloadable add-ins to other Products).

"SOW" (Statement of Work) means a written order executed by the parties which identifies the Professional Services ordered by Customer, including the description, and associated fees.

"Third Party Products" means third-party software or other products (e.g., cloud hosting instances or data analysis tools) that Company provides to Customer or that is otherwise identified in the Documentation as being required to use properly such Product

PRODUCT RIGHTS AND RESTRICTIONS

Products and Services; Order Forms. This Agreement sets forth the terms and conditions on which Company may make available to Customer the APIs, Software, Hosted Services, or Deliverables or provides the Professional Services, each as expressly identified in an **Order Form**.

Licenses

Hosted Services. If an Order Form indicates that Customer will receive access to Hosted Services,

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then Customer may access and use such Hosted Services solely (i) for the Term set forth in such Order Form, and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement.

API. If an Order Form indicates that Customer will receive access to an API, or if Company provides credentials to Customer that enable Customer to access an API with another Product, then Company hereby grants Customer a non-exclusive, non-transferable and non-sub licensable right and license under Company's rights in that API to access and use such API solely (i) for the Term set forth in such Order Form and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement. Without limiting the foregoing, Customer will comply with any volume or other usage-based restrictions described in an Order Form, Addendum, or Documentation.

Software. If an Order Form indicates that Customer will receive a license to Software, then Company hereby grants to Customer a non-exclusive, non-transferable, non-sub licensable right and license under Company's rights in such Software to install and operate such Software in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order Form). Such license will continue for the Term set forth in the applicable Order Form. Any Company-provided mobile applications acquired by Customer in connection with another Product licensed under this Agreement is deemed Software licensed to Customer pursuant to this Section.

Geographical Files. If an Order Form indicates that Customer will receive a license to Company's mobile app, promptly following the Effective Date, Customer shall provide to Company the geographic boundary file for the applicable covered area in the form of an ESRI shape files. Additionally, any geographic data including, but not limited to, municipal district boundaries, school board boundaries, shall be provided by the Customer at the Company's request if such data exists.

Additional Features. Customer acknowledges that not all of the features or functionality of a Product may be available at Customer's subscription level irrespective of whether such feature or functionality is described in the Documentation, and that access to such features or functionality may require payment of additional fees or the purchase of additional licenses.

Evaluation Products. If an Order Form indicates that Customer will receive a Product for evaluation or proof-of-concept purposes, then Customer may use the Product only for the purpose of evaluating the functions and performance of the Product, solely for the designated time period for the evaluation or trial, and subject to any additional usage restrictions specified on the applicable Order Form. Customer acknowledges that evaluation or proof-of-concept versions of the Products may be automatically disabled upon expiration of the designated trial period (at the end of which Customer's right to use the Product under the applicable Order Form also expires), and that any data stored in such Products may become unavailable at that time.

Authorized Users. Company will ensure that its Authorized Users comply with all of Customer's obligations under this Agreement. Customer is strictly responsible for all acts and omissions of Authorized Users as though they were those of Customer. Customer will prevent any unauthorized use of, or access to, the Products and Documentation and will immediately notify Company in writing of any unauthorized use or access of which Customer becomes aware. Customer will immediately terminate any unauthorized use by persons having access to a Product or Documentation through Customer.

Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: ○ rent, lease, or otherwise permit third parties (or other persons not authorized by this Agreement) to use a Product or the Documentation; ○ use a Product to provide services to third parties (e.g., as a service bureau); ○ use a Product for any benchmarking activity or in connection with the development of a competitive product; ○ circumvent or disable any security or other technological features or measures of a Product or use the product in a manner that Company reasonably believes poses a threat to the security of Company-controlled computer systems; ○ modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization from a Product (except to the extent that applicable law prevents the prohibition of such activities); ○ use or access any Product in a manner that materially impacts or burdens Company or Company's servers and other computer systems, or that interferes with Company's ability to make

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available any Product to any third party; or ○ use a Product in violation of Company's then-current published acceptable use policy applicable to that Product.

Documentation. To the extent that a Product is accompanied by any Documentation, Company hereby grants to Customer a non-exclusive, non-transferable, non-sub licensable right and license under Company's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for such Product.

Third-Party Products. To the extent that a Product includes or is accompanied Third-Party Products, the Third-Party Products and their use by Customer are subject to all license and other terms that accompany such Third-Party Products. Without limiting the foregoing, if Company enables Customer to access a hosted environment offered by a third-party cloud or platform service provider, then Customer must agree to the applicable service provider's terms and conditions prior to accessing such hosted environment, and Customer will comply at all times with such terms and conditions.

Ownership; Data. As between Company and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to Customer Data. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, license to use, process, transmit, store, and disclose the Customer Data (including personal data): (a) during the Term, for the purpose of exercising Company's rights and performing its obligations under this Agreement and (b) in perpetuity, in a form that does not identify Customer as the source thereof, for developing and improving Company's and its Affiliates' products and services, industry analysis, benchmarking, analytics, marketing, and other business purposes. As between the Parties, Company owns all right, title, and interest, including all intellectual property rights, in and to the Products, Documentation, Deliverables, and any improvements to any Company products or services made as a result of Company's use, processing, or generation of Customer Data. During the Term, Customer may request that Company make available to Customer a copy of Customer Data stored in certain Products, and Company may agree to do so for an additional fee.

Customer Data. Customer is responsible for all Customer Data that Customer or its Authorized Users provide in connection with the Products and Professional Services. Customer is solely responsible for complying with: (a) all privacy and data protection laws and regulations applicable to the Customer Data and (b) Customer's and its Authorized Users' use of the Products and Professional Services.

Feedback. If Customer provides any feedback to Company concerning the functionality and performance of a Product, any Documentation, or the Professional Services (including identifying potential errors and improvements), Customer hereby assigns to Company all right, title, and interest in and to the feedback, and Company is free to use the feedback without payment or restriction.

Audit. Customer will create and maintain complete and accurate records containing all information necessary to enable Company to verify Customer's compliance with this Agreement. During the Term and for a period of one year thereafter, Company will have the right, at its own expense, upon at least 5 calendar days' prior notice, to periodically inspect and audit Customer's use of the Product for purpose of determining Customer's compliance with the terms and conditions of this Agreement. Customer will cooperate with Company in the performance of any such audit, and will provide to Company or a third party designated by Company such access to Customer's relevant records, data, information, personnel, computer systems and / or facilities as Company may reasonably request for such limited purposes. Company will bear the costs of any such audit unless such audit determines that Customer has violated the terms and conditions of this Agreement, in which case (a) Customer will reimburse Company for all expenses incurred in connection with the audit, (b) Customer will pay Company all fees that are applicable to Customer's unauthorized use (e.g., additional seat licenses to cover use in excess of Customer's previously purchased seat licenses), and (c) Company may immediately terminate this Agreement for cause, in addition to any and all remedies available to Company in law or equity. Additionally, to the extent possible, Company may, at its expense, automatically audit Customer's use of the Product, provided that any such audit shall not interfere with Customer's business activities.

PROFESSIONAL SERVICES

Provision of Professional Services. Subject to the terms of this Agreement, Company will use

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commercially reasonable efforts to provide Professional Services. Company shall perform the Professional Services in a professional manner in accordance with industry standards.

Deliverables. Company retains all right, title, and interest, including all intellectual property rights, in and to any Deliverables. If Company provides any Deliverables to Customer pursuant to the applicable Order Form, Company hereby grants to Customer a non-exclusive, royalty-free, fully paid up, worldwide license under Company's rights in the Deliverables to use and exploit such Deliverables in connection with the Products and Professional Services during the Term.

Modifications. Either party may propose a change order to add to, reduce or change the work order in the SOW. Each change order shall specify the change(s) to the Professional Services or Deliverables, and the effect on the time of performance and on the fees owed, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

Personnel

Suitability. Company will assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form. Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

Customer Responsibilities. Customer will make available in a timely manner at no charge to Company all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by Company for the performance of the Professional Services. Customer is responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness, and consistency of all such data, materials, and information. Customer will provide, at no charge to Company, office space, services, and equipment as Company reasonably requires to perform the Professional Services.

Non-solicitation. The employees and consultants of Company who perform the Professional Services are a valuable asset to Company and are difficult to replace. Accordingly, Customer agrees that, during the Term of the Agreement, and for a period of one year after completion of the Professional Services under an Order Form, it shall not solicit for employment or engagement (whether as an employee, independent contractor or consultant) any Company employee or consultant who performed any of the Professional Services under that Order Form. Customer is not restricted from hiring any personnel that respond to public job advertisements or similar general solicitations.

FEES AND PAYMENT

Fees and Payment Terms. Customer will pay Company the fees and any other amounts owing under this Agreement as specified in the applicable Order Form and/or SOW. Unless otherwise specified in such Order Form or SOW, Customer will pay all undisputed amounts due within 30 days of the date of the applicable invoice. Any amount not paid within fifteen (15) days of the due date will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less. Additionally, in the event any amount is more than thirty (30) days overdue, Company may suspend its performance until it receives all amounts due. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Company to collect any amount that is not paid when due. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. Customer may withhold payment of any fees that are the subject of a good faith dispute of which Customer has provided Company written notice within five (5) business days of invoice receipt; provided that all fees which are not disputed shall be timely paid, and the disputed fees shall be paid within ten (10) days of resolution of the dispute

Taxes. Other than net income taxes imposed on Company, Customer will bear all taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from this Agreement. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by Company after all such Taxes are paid are equal to the amounts to which Company would have been entitled in accordance with this Agreement if such additional Taxes did not exist.

TERM AND TERMINATION

Term. The term of this Agreement will begin on the Effective Date and continue until expiration or termination of all Order Form's and/or SOW's (the

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"Term"). Each Order Form and SOW will have its own term as stated in such document.

Termination for Lack of Funding. To the extent that funding for a particular Order Form or SOW is derived from public funding and Customer has made a good faith effort to procure such funding, Customer shall have the ability at the end of any committed period to terminate the Order Form or SOW in the event that such funding is not received.

Termination for Material Breach. Either Party may terminate this Agreement or one or more Order Forms if the other Party does not cure its material breach of this Agreement or the applicable Order Form(s) within 30 days of receiving written notice of the material breach from the non-breaching Party.

Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement or one or more Order Forms if the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within one hundred twenty (120) days, or makes any assignment for the benefit of creditors.

Post-Termination Obligations. Upon expiration or termination of this Agreement: (i) in the event of termination due solely to a breach by Company, then Company shall refund any prepaid fees for Products or Professional Services that would have been rendered after the date of termination; (ii) in the event of termination due solely to a breach by Customer, then Customer shall pay all fees through the date of termination, plus all fees through the remainder of the term of the applicable Order Form and/or SOW; (iii) all rights to use the Products immediately cease and provision of Professional Services immediately ends; (iv) within thirty (30) days, each party will return or destroy at the disclosing party's request the other party's Confidential Information.

Survival. Notwithstanding anything to the contrary herein, Sections 2 and 6-11 as well as any other provisions which by their terms or sense are intended to survive, will survive termination or expiration of this Agreement.

CONFIDENTIALITY

Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Company's "Confidential Information" includes each Product, all Documentation, all Company technical information, and all information concerning Product-related database structure information and schema. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Company is permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors, and agents of its Affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential

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Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

WARRANTIES AND DISCLAIMER

Limited Company Warranties. Company hereby warrants, for the benefit of Customer only, that each Product will materially conform to the applicable Documentation , provided that this warranty will not apply to failures to conform to the applicable Documentation to the extent such failures arise, in whole or in part, from any modification of the applicable Product by Customer or any third party or any combination of the applicable Product with APIs, software, hardware, or other technology not provided by Company under the applicable Order Form. If any defect or error covered by this warranty occurs, Customer will provide Company with sufficient detail to allow Company to reproduce the defect or error. If notified in writing by Customer, Company will, at its sole option, either (a) correct such error or defect in the Product, at no cost to Customer and within a reasonable time, by issuing corrected instructions, a restriction, or a bypass or (b) accept return of the Product and refund any license or subscription fees previously paid by Customer in connection with such Product from the date of notification of the warranty claim, and Customer's right to use the Product will terminate. The foregoing sentence sets forth Customer's sole and exclusive remedy for Company's breach of this warranty. Company is not responsible for any defect or error caused by a Product that Customer has modified, misused, or damaged.

Mutual Warranties. Each Party represents and warrants to the other that: ○ this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms and ○ it shall comply with all applicable laws. .

Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION OR AN ORDER FORM OR ADDENDUM, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR PROFESSIONAL SERVICES. COMPANY DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, OR PROFESSIONAL SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE PRODUCTS OR PROVISION OF THE PROFESSIONAL SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY A PRODUCT OR DOCUMENTATION, OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE PRODUCTS OR DOCUMENTATION OR RECEIPT OF THE PROFESSIONAL SERVICES.

INDEMNIFICATION

Defense by Company. Company will, at its expense, indemnify, defend and hold harmless Customer from any third party claim, proceeding, or suit ("**Claim**") brought by a third party against Customer alleging that Customer's use of a Product in accordance with the terms of the Agreement, infringes or misappropriates any patent, copyright, or trademark; provided that; ○ Customer gives Company prompt written notice of the Claim; ○ Customer grants Company full and complete control over the defense and settlement of the Claim; and ○ Customer provides assistance in connection with the defense and settlement of the Claim as Company may reasonably request. Customer will not defend or settle any Claim subject to indemnification under this Section without Company's prior written consent. Customer will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Company will have sole control over the defense and settlement of the Claim. If Company becomes aware of, or anticipates, a Claim subject to indemnification under this section, Company may, at its option (a) modify the Products that are the subject of the Claim so that they become non-infringing, or substitute functionally equivalent products; (b) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (c) terminate the affected Order Form(s) on

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written notice to Customer and refund to Customer any pre-paid but unused fees.

Defense by Customer. Customer will, ay its expense, indemnify, defend and hold harmless Company from any third-party Claim arising out of or based upon Customer's provision of the Customer Data, or breach of Section 2.6 (Use Restrictions); provided that: ○ Company gives Customer prompt written notice of the Claim; ○ Company grants Customer full and complete control over the defense and settlement of the Claim; and ○ Company provides assistance in connection with the defense and settlement of the Claim as Customer may reasonably request. Company will not defend or settle any Claim subject to indemnification under this Section without Customer's prior written consent. Company will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Customer will have sole control over the defense and settlement of the Claim.

Exclusions from Obligations. Company will have no obligation under this Section for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following ○ use of a Product in combination with other products or services not provided by Company if such infringement or misappropriation would not have arisen but for such combination; ○ the Product was provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; ○ use of a Product by Customer for purposes not intended or outside the scope of the license granted to Customer;; or ○ any modification of a Product not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification.

THIS SECTION STATES EACH PARTY'S ENTIRE LIABILITY TO THE OTHER AND EACH PARTY'S SOLE REMEDY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

LIMITATIONS OF LIABILITY

Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

Cap on Liability. EXCEPT FOR (I) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS; AND/OR (III) A BREACH OF SECTION 2.6, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID AND/OR PAYABLE BY CUSTOMER TO COMPANY UNDER THE ORDER FORM OR SOW WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

GENERAL

Relationship. Company will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

Assignability. Neither Party may assign its right, duties, or obligations under this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed, except that either party may assign this Agreement to an Affiliate or a successor, or in connection with the sale of all of the assets or business to which this Agreement relates.

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Export. Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under this Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export Products. The Products, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Products are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

U.S. Government Restricted Rights. The Software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

Subcontractors. Company may utilize subcontractors or other third parties to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth on the applicable Order Form and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party. Notices are deemed given 2 business days following the date of mailing or 1 business day following delivery to a courier.

Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Texas, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Travis County, Texas in connection with any action arising out of or in connection with this Agreement.

Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of a Product under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use Products will immediately terminate.

Order of Precedence. Any conflict between an Order Form, an Addendum, or this Agreement will be resolved according to the following order of precedence: (1) the Order Form; (2) the Addendum; and (3) the Master Terms.

Publicity. Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

Customer agrees to use its reasonable, good faith efforts to promote the Product, which includes without limitation (a) posting a link on Customer's main website page to download of the Product, (b) emailing or otherwise notifying the residents in the geographical area of the availability of the Product and associated services, and (c) contacting

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local news and media outlets about the availability of the Product and associated services.

Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

Notice Regarding Apple. This Section applies to the extent that the Product licensed to Customer is a mobile application on an iOS device. Customer acknowledges that this Agreement is between Customer and Company only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Product or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Product. If the Product fails to conform to any applicable warranty, Customer may notify Apple and Apple will refund any applicable purchase price for the mobile application to Customer; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Product. Apple is not responsible for addressing any claims by Customer or any third party relating to the Product or Customer's possession and / or use of the Product, including: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Product and / or Customer's possession and use of the Product infringes a third party's intellectual property rights. Customer agrees to comply with any applicable third party terms when using the Product. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon Customer's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third party beneficiary of this Agreement. Customer hereby represents and warrants that: (a) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of Company that are not described in an Order Form and with respect to which Customer has executed a separate agreement with Company that remains in effect. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the Party against whom enforcement is sought. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically provides a written acceptance of such provision signed by an authorized agent of Company.

Company	**Customer**
Executed by	Executed by
Name:	Name:
Title:	Title:
Date:	Date:

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Signature:	Signature:

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Statement of Work

Customer Relationship Management and Knowledge Base Solution

Prepared for:
City of Roseville, CA

Project:
Implement OneView - Customer Relationship Management

Prepared by:
Omar Rosario & Erik Sickinger

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1 INTRODUCTION

City of Roseville (“Subscriber”) is requesting the design, implementation, and ongoing support of the OneView CRM system. One of the main objectives of the project is to better position itself to deliver excellent customer services, create enterprise approaches across the city, and provide more information to customers through seamless customer experiences.
The Subscriber wishes to centralize reporting and streamline the Customer process, there is a need for more sophisticated software solution, which will include:

- Integrated Knowledge Base
- Native Mobile Application on iOS and Android for Citizen Reports
- Robust workflows and configuration
- Integrations into third-party software systems

This Statement of Work (SOW), is incorporated into the agreement between Rock Solid Technologies, Inc. (“Provider”) and City of Roseville (“Subscriber”). This SOW sets forth the implementation services to be performed by the Provider. Once finalized, all changes to the SOW will be managed in accordance with the Change Management Process defined in this document.

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2 PROJECT OBJECTIVES AND SCOPE

2.1 Objectives

One of the main objectives of the Subscriber is to better position itself to deliver excellent customer services. One of the foundational elements of the Subscriber's customer service strategy is to implement a CRM/KB solution that will assist staff and provide more information to customers through seamless customer experiences. This solution will provide the foundation for the Subscriber's service management and customer experience framework across omni-channel communications such as web, phone, email, in-person and mobile.

2.2 Areas within Scope

As part of this project, the Provider will complete the phases of analysis, design, development, deployment, and operation for the Providers' OneView CRM Solution based on Microsoft Dynamics in the Provider's Cloud environment to Subscriber as described in the Agreement. Any changes in scope will be according to this SOW.

2.2.1 Application Software

Software will run in the Provider's cloud hosting using v9 version of Microsoft Dynamics CRM platform and the OneView software components which include the following at the start of the Term (versions may change through the Term):

- OneView CRM for Dynamics
- OneLink Citizen Facing Apps (HTML 5, Native Mobile App, Widget)
- The Cloud Platform that supports the components listed above include:
  - Windows Server 2016
  - SQL Server 2016
  - SQL Server 2016 Reporting Services
  - SQL Server 2016 Integration Services
  - Internet Information Server (IIS)
  - Windows Active Directory
  - Active Directory Federated Services (ADFS)
  - Dynamics
  - Dynamics Web Services
  - OneView Web Services

OneView CRM for Dynamics Client Desktop Requirements

The Subscriber will be responsible for the licenses needed in their client desktop. All the needed software components for OneView are available with the pertinent version of the Microsoft Windows operating system.

The following table lists the minimum and recommended hardware requirements for the Microsoft Dynamics web application.

Component	Minimum	Recommended
Processor	1.9 gigahertz (GHz) x86- or x64-bit dual core processor with SSE2 instruction set	3.3 gigahertz (GHz) or faster 64-bit dual core processor with SSE2 instruction set
Memory	2-GB RAM	4-GB RAM or more

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Display	Super VGA with a resolution of 1024 x 768	Super VGA with a resolution of 1024 x 768
Hard disk	*1.5 GB of available hard disk space	12 GB of available hard disk space • 2 GB of available hard disk space for Unified Service Desk client application files • 10 GB additional available hard disk space for Unified Service Desk client log files 7200 RPM or more

Network requirements

Microsoft Dynamics is designed to work best over networks that have the following elements:

- Bandwidth greater than 50 KBps (400 kbps)
- Latency under 150 ms

Supported versions of Microsoft Office

To use Microsoft Dynamics with Microsoft Office integration features, such as Export to Excel and Mail Merge, you must have one of the following Microsoft Office versions on the computer that is running the Microsoft Dynamics web application:

- Office 2016
- Office 2013
- Office 2010
- Office 365

Printing reports

The Microsoft SQL Reporting Services Microsoft ActiveX control is required to print reports. If you try to print a report and the control is not installed, you will be prompted to install it. The installer package is named RSClientPrint.cab

Supported Browsers

The Microsoft Dynamics web application can run in any of the following web browsers running on the specified operating systems:

• Mozilla Firefox (latest publicly-released version) running on Windows 10, Windows 8.1, Windows 8, or Windows 7

• Google Chrome (latest publicly-released version) running on Windows 10, Windows 8.1, Windows 8, Windows 7, or Android 10 tablet

• Apple Safari (latest publicly-released version) running on Mac OS X 10.8 (Mountain Lion), 10.9 (Mavericks), 10.10 (Yosemite), or Apple iPad

Supported versions of Internet Explorer and Microsoft Edge

The following table describes the Windows and Internet Explorer or Microsoft Edge versions supported for use with the Microsoft Dynamics web application.

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Windows version	Internet Explorer 10	Internet Explorer 11	Microsoft Edge
Windows 10	Not supported	Supported	Supported
Windows 8.1	Not supported	Supported	Not supported
Windows 8	Supported	Not supported	Not supported
Windows 7	Supported	Supported	Not supported

Software requirements for the Unified Service Desk client

The Unified Service Desk is a desktop client application that allows running the web solution while integrating to other components that may include:

- **User Scripts.** They provide the ability to define call scripts that can guide the customer service representative in what to say and what actions to take during an interaction with the customer.
- **In Screen Knowledge Base.** Allows to search, suggest, view, send and link knowledge articles during the customer interaction and the regarding service request or information request.
- **Quick Notes.** Allow writing notes that can later be attached to the case.
- **Quick Actions.** These quick actions allow one click events that will speed the request intake process such as:
    - **Inform and Resolve** – Send a predefined email with the content of the Knowledge Base Article (KBA) to the customer and resolve the request.
    - **Compose and Resolve** – Allows composing an email to the customer before closing the request.
    - **Information Request** – Will provide basic information to the customer and then will follow the automated assignment or transfer workflow in order for an SME to continue the information request.
    - **Service Request** – Will create the service request related to the selected KBA or by selecting from a searchable list/recommendations of request types. The request will follow the configured workflow to assign the request to the pertinent owner.
    - **Transfer and Resolve** – Will send an email to a third party such as outside county or regional services and register the request by automatically solving it without closing the loop with the customer.

To install the Unified Service Desk client on a computer, the following is required:

- Windows 10, Windows 8.1, Windows 8, or Windows 7
- Internet Explorer 11, Internet Explorer 10, or *Internet Explorer 9
- Microsoft .NET Framework 4.5.2 (installed during Unified Service Desk Setup if missing)
- Windows Identity Foundation 3.5 (installed during Unified Service Desk Setup if missing)
- Recommended screen resolution (in pixels): 1920 x 1080.

2.3.2 Infrastructure

The Provider shall implement the OneView solution on a cloud-based software solution. All security for user's access is administered via standard Microsoft CRM and ADFS security models.

Some of the software components of the OneView solution may need to be installed on the Subscriber's user workstations/devices to deliver the optimum results regarding certain system features such as the intake screens. The Provider will provide a separate environment for user testing and training. This test environment, that will be referred to as the Stage environment, will have the current or the next version of

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the OneView solution for users to test and training accordingly. The Provider will provide an environment that will include OneView software changes in advance for testing by Subscriber personnel. The Provider will conduct periodic data restoration, coordinated with the Subscriber in advance, from the production environment to the stage environment so that it reflects actual production information.
Since the OneView solution will be integrated to the Subscriber's third-party solutions, the Subscriber shall ensure that the Provider has access to the proper testing environment, permissions, and connectivity.

The following environments will be set up as part of this project according to the project schedule.

Environment	Location	Responsibility	Server Configuration
Stage	Provider's Cloud	Provider	Provider
Production	Provider's Cloud	Provider	Provider
Integration Testing	Subscriber	Subscriber	Subscriber

The cloud environments for OneView Dynamics CRM (Production and Stage) will remain available to Subscriber for the duration of the Term. Once the initial Project is completed, the Integration Testing environment will be taken down and Subscriber will no longer have access.

2.3.3 Training

The Provider will conduct training sessions on the OneView solution for Subscriber personnel based on the schedule in the Project Plan. Virtual Training is included at no additional charge. Onsite training request additional one-time fee.

The Provider will use a combination of instructor lead training and Train-the-Trainer programs in agreement with the Subscriber's expectations. Training materials will be adjusted in accordance with the Subscriber scope and user types.

Instructor led training

- **End-User Training** - Each department or business unit will rely on end users to work directly with the system each day. To ensure that end users are qualified to use the solution, the Provider will develop training classes during which an instructor shall use software and training guides to teach end users on how to use the system.
- **Power User Training** - Each department or business unit will need staff capable of performing day-to-day administrative tasks. These Power Users will not be called upon to perform enterprise-wide tasks but will oversee many aspects of their department's implementation and continuing support.
- **Administrative/Technical users** – These users will be trained on administrative functionality, configurations, and technical aspects of the solution.

- **Train-the-Trainer Training** - The Subscriber will be responsible for training new hires and new business units that plan to use the OneView solution after the signed acceptance by the Subscriber of all operation phases for all departments. Prior to such signed acceptance, the Provider will conduct on-site training classes for in-house training staff who will lead, facilitate, and deliver the instructor-led portions of the training on the OneView solution. This training will include the trainer's role and responsibilities, the planning and teaching process, system knowledge, and exams that will test learning. This course will provide Subscriber personnel with all the required tools, templates, etc. to deliver the training to their colleagues. The Subscriber would consider using these trainers in tandem with the Provider's trainers

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for the end user training outlined above. The Provider must ensure that the Subscriber trainers are proficient by the end of the initial end-user training session.

Training will be conducted in the Subscriber's Training environment using Subscriber data, configuration settings, terminology, business processes, and scenarios.

End-user training will focus on functional positions and workflow processes. All personnel comprising a specific functional position in a department will be trained on the system's use that is specific to their needs.

Training will include evaluation of trainees to ensure that they have learned the course content and can perform all necessary functions on the system. The Provider will notify the Subscriber of any employees that have failed the evaluation and provide them with additional training as required. The Subscriber will repeat a training session at no additional cost to the Subscriber if many of the trainees have not attained the skills from the training session or have failed the evaluation at the end of the training.

Train-the-Trainer training will prepare Subscriber personnel to lead, facilitate, and deliver the leader-led components of the training. This course will provide Subscriber personnel with all the required tools and templates to deliver the training to their colleagues.

2.3.4 Business Process Review

The Provider and the Subscriber will review the Subscriber's existing business processes based on the schedule in the Project Plan. This review will focus on understanding the processes as they relate to the delivery of the services for the departments in scope. All participating departments will be expected to provide documentation on their current process workflow and answer any questions related to the delivery of services across different intake channels and cross-department collaboration. The analysis will focus on the ability to automate the Subscriber processes using the OneView solution.

2.3.5 Requirements and Configuration

The Provider and the Subscriber users will review the project requirements and the required system configurations because of the business process analysis. This review will be done through the following process. The Provider will develop a requirements document that will encompass all the features, configurations and adjustments required in the OneView solution to meet the Subscriber's requirements. The Provider will discuss all elements of the solution configuration capabilities with the Subscriber and deliver a template used in the project to complete all system configuration requirements. This template will be populated and validated by the Subscriber with the assistance by the Provider. This template includes information such as Request Types, Users, Department Structure, SLA's, Geography, Knowledge Articles, and Call Scripts (if needed). Each department should populate and validate their own version of the template. The Provider will use the requirements and configuration documents to perform the necessary configuration and adjustments.

The Provider will document the technical aspects of the solution by assessing the current infrastructure including client computers, connectivity to the internet, and any third-party systems that will be part of the integration.

2.3.6 Testing of Functionality

The Provider and the Subscriber users will perform the testing of all required functionality of the OneView CRM Solution, as developed according to the configuration and requirements document, including interfaces to all integrated systems listed in 2.3.7.

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2.3.7 Integration and Interfaces

The Provider shall configure, test, and implement integrations to external systems. Provider will deliver a work plan for the integrations according to the Project Plan that will define the scope of each third-party system integration to implement the OneView solution. This plan will be a collaboration effort between Provider and the Subscriber.

The integrations that are included in the existing OneView solution, and will be implemented by the Provider, are as follows:

Dynamics/ADFS for Single Sign On Integration
OneView CRM will be integrated to the Subscriber's Active Directory using ADFS. This will allow the Subscriber staff to use their existing user name and password to log in to the CRM system and avoid a login screen when authenticated.

Dynamics /Email Integration
OneView will be integrated to the Subscriber's email services in order to receive and send email using existing Subscriber inboxes and accounts. The integration can occur directly with exchange or it can also be configured to be used with SMTP for sending and POP 3 for receiving emails. An email account with a user name and password will need to be configured for every email address that will be integrated to. The integration allows for the city to establish various inboxes that will be used to receive emails and receive them in queues. These queues can take emails and convert them to cases while keeping the email as an attachment. The email integration will also allow to send emails directly from the CRM system and relate them to cases. All emails will be related to the customer/citizen and will be available in the Customer Profile. In addition, any emails that are related to a Case will also be available for viewing, forwarding or reply from the case module.

OneView/ESRI Integration
OneView will be integrated with the City's ESRI environment. The system will connect to underlying Subscriber base maps and layers and present those in the system maps views via Esri REST endpoint. The required layers will be defined in the requirements for implementations stage of the project. OneView CRM will support use of Subscriber's Geocoder and Reverse Geocoder. Subscriber must provide Geocoder in the following REST/JSON endpoints patterned after the ArcGIS Online geocoding services.

- http://geocode.arcgis.com/arcgis/rest/services/World/GeocodeServer/findAddressCandidates
- http://geocode.arcgis.com/arcgis/rest/services/World/GeocodeServer/reverseGeocode

OneView/Maximo Integration
OneView to Maximo integration will follow the Integration Feature Matrix outlined in the original Agreement.

A. The discovery of Maximo integration capabilities that is implemented in the City of Roseville. This may include deeper dives in documentation, meetings with Maximo vendors and City Staff in charge of the Maximo product.
B. The technical discussion of what is needed for Rock Solid to access Maximo to ensure proper access to the required resources (REST API, webhooks) to develop an integration.
C. The development of the integration between Maximo and OneView. This will both, follow Rock Solid's normal OneView integration matrixes (HERE) for how OneView interacts with third party systems, as well as, dependent if the Maximo integration capabilities allow for the use cases mentioned in the integration matrix documentation. "

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OneView/Accela Integration
OneView to Accela integration will follow the Integration Feature Matrix outlined in the original Agreement.

OneView/Avaya Integration
Avaya: Our proposed Computer Telephony Integration (CTI) with Avaya and OneView includes:

A. The discovery of Avaya integration capabilities that is implemented in the City of Roseville. This may include deeper dives in documentation, meetings with Avaya vendors and City Staff in charge of telephony.
B. The technical discussion of what is needed for Rock Solid to access remote servers to develop the solution given the On Premise installation of Avaya.
C. The development of the integration between Avaya and Rock Solid. This will include having the Phone number of the person that is calling the City to be passed to OneView to try and identify the citizen that is calling automatically.

2.4 Areas Out of Scope

Anything not listed in the previous "Areas within Scope" is considered out-of-scope for this SOW such as:

- Any third party or external software applications identified to be implemented as part of this project including their licensing, support, and educational fees as well as assistance in the software selection and/or implementation of those products.
- The purchase, selection, sale or support of any local Infrastructure/hardware, workstations, mobile devices, printers, or network-related equipment
- Data migration or interfaces not described in the scope section
- Implementation of other departments or legal entities not described in the scope section.
- The software is intended to be used as is, with the pertinent configuration parameters. Customizations to the code is not part of the scope.

3 PROJECT APPROACH, TIMELINE AND SERVICE DELIVERABLES

3.1 Approach

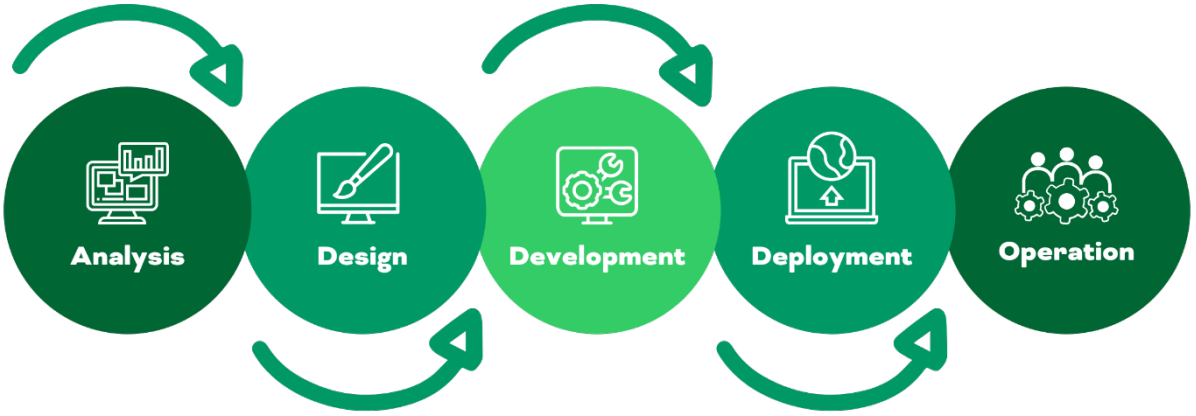
The Provider will leverage the following methodology to execute this SOW. The methodology uses Microsoft SureStep in combination with PMI guidelines.

The Provider will organize the implementation project into five distinct phases during the implementation project lifecycle:

- Analysis
- Design

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- Development
- Deployment
- Operation



The implementation will begin with Analysis phase to determine the order in which the Provider and the Subscriber will implement the OneView solution for the Subscriber's departments. Then, the Provider will look to define the requirements and define all the configuration needs. The Provider will also define any software configurations required to complete the defined requirements. With all the configurations and any modifications defined, the Provider will proceed to begin the development phase. Some of the phases in a cycle and across the cycles may overlap at certain points of the project to allow for a faster implementation. For each of the five cycles once the Provider has completed the phases of Analysis through Development, the Provider will proceed with the Deployment and Operation phases to implement the solution.

The following sections provide more detail on how the Provider and the Subscriber will execute each of the phases and the activities that are the responsibility of the Provider and the Subscriber.

3.1.1 Analysis

The Analysis phase represents the official start of the implementation. This phase defines the activities required to initiate and effectively plan the entire project. The Analysis phase is initiated with the executive kick off meeting designed to provide executives with an overview of the project vision, scope, objectives, and benefits. In addition, the meeting covers the schedule, milestone, resources, roles, responsibilities, and deliverables. Kick off meetings with similar agendas are also conducted with the internal project team and with the project team members of the Subscriber.

Following the project kickoff, the Provider and the Subscriber will finalize the project plan. This is approved by the Subscriber and forms the basis of the entire project.

The Provider will outline the detailed activities of all the phases in the project schedule with input and approval by the Subscriber. These activities will result in the deliverables of each phase as outlined in the Deliverable tables within each Phase section.

The Subscriber will formally approve the deliverables as indicated in the table below.

3.1.1.1 Project Management

- Kickoff

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- Project plan (schedule, training, scope, testing)
- Status update and meetings
- Coordination of tasks with team members
- Establish communication guidelines

3.1.1.2 Training

- Demonstrate system features
- Training plan

3.1.1.3 Business Process Analysis

- Detailed business process analysis

3.1.1.4 Requirements and Configuration

- Business requirements gathering
- Fit gap analysis
- Define the configuration templates

3.1.1.5 Infrastructure and Interfaces

- Review the current infrastructure
- Deliver infrastructure requirements and recommendations
- Define environments (integration, testing/training, production)

3.1.1.6 Key Deliverables in the Analysis Phase

ANALYSIS PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	Provider	Subscriber
Project Kickoff (Joint effort)	Responsible	Responsible
Project Plan (*schedule, training, scope, testing, deployment); Development of a plan that includes the final scope, Project Schedule, Test Plan, Risk Management, Training Plan, Integration Work Plan*	Responsible	Contribute, Approval
Risk and Issues Register; *A log for all identified risks and issues*	Responsible	Contribute, Approval
Status update and meetings	Responsible	Responsible, Approval
Communications Plan; *establishes how communications in the project will take place*	Responsible	Approval
System Features Demo; *The Provider will demonstrate the OneView solution features and capabilities with selected officials.*	Responsible	Contribute, Approval
Training Plan	Responsible	Contribute,

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		Approval
As-Is Business Process Analysis Documentation		Responsible, Approval
Process Review Sessions; *The Provider will review current processes for all departments involved in the project. All departments must provide documentation of their current services and their pertinent processes for resolving them. The Provider will hold meetings with all department representatives to discuss business processes and how they can map to the automated solution (OneView CRM).*	Responsible	Contribute, Approval
Requirements Document: Business Requirements Gathering Sessions *Once all business processes are reviewed, the Provider will meet with all department representatives and validate the scope of the implementation of the system as it maps to each department. This will help establish documentation of the expected process as it relates to the software solution.*	Responsible	Contribute, Approval
Defined Configuration Templates; *The Provider will discuss all elements of the solution configuration capabilities with the Subscriber and deliver a template to complete all configuration needs. This template will contain a list of questions that will be completed by the Subscriber. It asks for information such as Request Types, Users, Department Structure, SLA's, Geography, Knowledge Articles, Call Scripts, etc.*	Responsible	Contribute, Approval
Infrastructure requirements and recommendations; *The Provider will perform a client infrastructure review; review bandwidth, connectivity, security limitations and the Subscriber's hardware and make any necessary recommendations and complete the requirements document.*	Responsible	Contribute, Approval
Defined Environments (integration, testing/training, production)	Responsible	Approval

Provider's deliverables will be formally approved by the Subscriber as per section 3.3.2. Approvals will be at phase end or as deliverable approvals are required as per the project schedule.

3.1.2 Configuration and Requirements Definition (Design)

The goal of the Design phase is to define how to implement the business requirements by department. The phase includes defining the configuration of the overall OneView solution and the design of specific

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configuration that are necessary to satisfy business requirements identified during the Analysis phase, by department. This phase also includes activities to define the integrations, interfaces and security settings that are required to support the requirements for each department as the apply to the project scope. The Provider will complete a Configuration and Requirements document. This document indicates how the system will be configured and what changes are needed in order to implement the solution successfully. This document will define how the system will work in accordance with the Subscriber requirements and processes. This document will use the information that was compiled in the configuration templates in addition to the defined business processes as they are mapped to the system features.

The Provider will establish a non-Production environment such as TEST to support the system configurations and prepare for the development effort required for integration and interfaces, data migration, and custom code development. A demonstration of the base software is also presented by the Provider to understand the system capabilities.

The detailed activities of the Design phase will be included in the project schedule that will be approved by the Subscriber at the outset of the project.

3.1.2.1 Project Management

- Status update meetings
- Coordination of tasks with team members
- Issue resolution and scope management

3.1.2.2 Training

- Training requirements
- Review of the core system features

3.1.2.3 Business Process Analysis

- Review and update of business process models if needed

3.1.2.4 Requirements and Configuration

- Configuration and requirements document
- Include any security requirements

3.1.2.5 Custom Coding

- Configuration and requirements document

3.1.2.6 Integration and Interfaces

- Configuration and requirements document

3.1.2.7 Testing Planning

- Data subsets for testing
- Testing Plan

3.1.2.9 Key Deliverables in the Design Phase

DESIGN PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	Provider	The Subscriber

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Issue Resolution, Risk Mitigation and Scope Management; *The Provider in conjunction with the Subscriber will review and manage outstanding issues, mitigate any risks, identify new risks and review any potential scope items on a weekly basis.*	Responsible	Responsible
Status update and meetings	Responsible	Responsible, Approval
Core Product Software Review; *The Provider will review the OneView solution features and capabilities with selected Subscriber staff.*	Responsible	Contribute, Approval
Training Plan Updates as required	Responsible	Contribute, Approval
Configuration and Requirements Document; *The Provider will complete the Requirements and Configuration document and the Subscriber will formally approve the document as per Section 3.3.2. Once the sign-off from the Subscriber is obtained, the development team is readied for the custom code development effort and perform the needed configurations.*	Responsible	Contribute, Approval
Data Configuration and Information Template; *The Subscriber will complete the template with the help from the Provider. Each department will be completing their own version of the template to prepare for their deployment phase.*	Contribute	Responsible, Approval
Privacy Impact Assessment of 'To Be' processes & related documentation; *The To-Be processes and the configuration and requirements document will be reviewed by a third party before final Design approvals.*	Contribute	Responsible, Approval
Additional software or hardware procurement in		Responsible,

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place; *As per the infrastructure and interfaces requirements document the Subscriber will ensure that any procurement identified is in place*.		Approval
OneView Testing Environment	Responsible	Approval
Third party testing environments (including integrations)		Responsible
Access to Infrastructure (network 3rd party systems, remote access, internet)		Responsible
Testing Plan	Responsible	Contribute, Approval

Provider's deliverables will be formally approved by the Subscriber. Approvals will be at phase end or as deliverable approvals are required as per the project schedule

3.1.3 Development (Configuration)

The goal of the Development phase is to build and test the system components that are defined and approved in the requirements specifications, including developing the configurations, integrations.

The Development phase involves ongoing project management activities to manage risks and issues, communications, change requests, and project plan updates. The future state business process model is updated if needed based on any testing outcomes and finalized in this phase. The development of the training plan is updated and presented to the Subscriber for review.

In addition, the Provider will setup all non-production environments. The Subscriber will participate in the testing prototypes and will start engaging all system participants to alert of, and encourage the use of, the new system. Any dependencies for integrations and deployment expected from the Subscriber must be completed such as the Subscriber web site, the Subscriber mobile app and third-party systems.

The Subscriber will develop all the content needed for the Knowledge Base.

The detailed activities of the Development phase will be included in the project schedule that will be approved by the Subscriber at the outset of the project. These activities will result in the following deliverables of the Development Phase outlined in the table below and the Subscriber will formally approve any deliverables.

3.1.3.1 Project Management

- Status update and meetings
- Coordination of tasks with team members
- Issue resolution and scope management
- Review and update plans

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3.1.3.2 Training

- Updates to the training plan
- Review of prototype
- Change management

3.1.3.3 Business Process Analysis

- Review and update of business process workflows

3.1.3.4 Requirements and Configuration

- Configuration and set-up of any software adjustments
- Creation of Knowledge Base Articles
- Security

3.1.3.5 Custom Coding

- Development of software adjustments
- Custom Code freeze

3.1.3.6 Quality and Testing

- Solution testing (unit testing, system testing, integration testing and stress and load testing)
- Testing plan
- Testing Scripts (unit testing, system testing, integration testing and stress and load testing)

3.1.3.7 Infrastructure

- Updated infrastructure review and recommendations. Support any procurement efforts.

3.1.3.8 Integration and Interfaces

- Development of integrations
- Integration and interface code freeze

3.1.3.10 Key Deliverables in the Development Phase

DEVELOPMENT PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	**PROVIDER**	**SUBSCRIBER**
Updates to Project Plan (schedule, training, scope, testing, deployment); *Development of a plan that includes the final scope, Project Schedule, Test Plan, Risk Management, Quality Management Plan, Training Plan, Integration Work Plan, Migration Plan*	Responsible	Approval
Status update and meetings	Responsible	Responsible, Approval
Training Plan Updates as required	Responsible	Contribute, Approval
Update of business process workflows;	Responsible	Approval

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Part of the software development section.		
Updated To-Be Process Models		Responsible, Approval
Integration Development (Third Party)		Responsible, Approval
Integration Development *The contactor will develop the needed integrations as defined in the Configurations and Requirements document.*	Responsible	Approval
Software Configuration *The Provider will configure the software based on the requirements document. Prototypes will be developed in order to present progress and approve the functionality of the system.*	Responsible	Approval
Prototype 1	Responsible	Approval
Prototype 2 *Installation, configuration and release test of iteration 2. By this time, the Subscriber must have all the needed KB articles service type definitions and call scripts in place and ready to deploy them to the system. Note: the KB articles will be created in the deployment phase for the department that is going live. The KB articles for Clerks will be created in the Development Phase.*	Responsible	Approval
Software Adjustments for final version; *Configuration of changes of final version of the product including those issues found during previous tests*	Responsible	Approval
Final software product	Responsible	Approval
Adjustments to the Subscriber Web Site; *In the case, the web site solution features need to be part of the existing Subscriber Web Site, then the Subscriber's development team needs to make the adjustments to incorporate the feature. The Provider will support the Subscriber with this effort.*		Responsible, Approval

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Test scripts (functionality, integration, interfaces, stress and load)	Responsible	Contribute, Approval
Testing (functionality, integration, interfaces)	Responsible	Responsible, Approval

Provider's deliverables will be formally approved by the Subscriber as per section 3.3.2. Approvals will be at phase end or as deliverable approvals are required as per the project schedule.

3.1.4 Deployment

Key activities in this phase include End User Training, Change Management, User Acceptance Testing, and the actual move to the new production environment.

Upon successful UAT acceptance, a business go/no-go decision is made by the Subscriber on whether to proceed with the go-live or to defer until any critical issues are resolved.

Once Go-Live has been approved, the infrastructure and technical teams prepare the production environment for the cutover tasks, as agreed to by the Subscriber and the Provider, that lead to the go-live state. Required configurations and tweaks may be made, and performance tuning may be performed if necessary.

The Provider performs a production environment audit and obtains final system approval from the Subscriber. The system is now ready for go-live and any subsequent environment changes are placed under the change control process.

3.1.4.1 Project Management

- On-going project management activities including risks and issues, communications, change requests, and project plan updates
- Status meetings
- Support coordination of change management strategies

3.1.4.2 Training

- Complete end user manuals
- User training
- Knowledge Transfer to the Subscriber

3.1.4.3 Requirements and Configuration

- Production environment configuration
- Go Live

3.1.4.4 Quality and Testing

- User acceptance tests
- Issue resolution

3.1.4.5 Infrastructure and Interfaces

- Install and setup production environment

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3.1.4.7 Key Activities in the Deployment Phase (for each department going live)

DEPLOYMENT PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	**PROVIDER**	**SUBSCRIBER**
Updates to Project Plan (schedule, training, scope, testing, deployment); *Development of a plan that includes the final scope, Project Schedule, Test Plan, Risk Management, Quality Management Plan, Training Plan, Integration Work Plan, Migration Plan*	Responsible	Approval
Status update and meetings	Responsible	Responsible, Approval
Training plan updates	Responsible	Contribute, Approval
Training scripts	Responsible	Contribute, Approval
Training guides/manuals	Responsible	Contribute, Approval
Training sessions; General	Responsible	Responsible from the business perspective
Training Session; Administration	Responsible	Responsible from the business perspective
Training Session; Technical	Responsible	Responsible from the business perspective
Training Acceptance		Responsible, Approval
UAT test scripts (functionality, integration, interfaces)	Responsible	Contribute, Approval
UAT testing (functionality, integration, interfaces)	Contribute	Responsible, Approval
Cutover Plan *Tasks for cutover as agreed to by the Subscriber and the Provider*	Responsible	Contribute, Approval
Software installation and Production Environment	Responsible	

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KB articles created and loaded		Responsible
Production environment readiness	Responsible	Contribute
Final Production System Approval		Approval
Knowledge Transfer *This is based on the training plan that outlines the method and timeline for the transfer of knowledge. As detailed in the plan, the Provider will conduct core OneViewing knowledge transfer meetings with the Subscriber to cover any items that are pending or need further clarification.*	Responsible	Contribute
Production operations guide	Responsible	Contribute, Approval
Go live	Responsible	Responsible

Provider's deliverables will be formally approved by the Subscriber as per section 3.3.2. Approvals will be at phase end or as deliverable approvals are required as per the project schedule.

3.1.5 Operation

Key objectives of this phase include providing post go-live support, transitioning the solution to the Subscriber's support team, performing a final quality audit, and providing project closure.

The Program Management team prepares the final invoices, lessons learned, and the project closure report. The team also prepares a folder with all the project deliverable documents with their acceptance forms. These documents are reviewed with the Subscriber to obtain final approval and acceptance.

The functional and technical team hands off the resources that are required to provide post go-live support and resolve any issues that arise out of deployment to the user base. At this point, the support teams are also involved to resolve issues, so that the transition of the solution to the Subscriber and support (per the appropriate support contract) occur smoothly.

3.1.5.1 Project Management

- On-going project management activities including risks and issues, communications, change requests, and project plan updates
- Status meetings
- Deliver project documentation
- Resolve any outstanding issues
- Project closure (Go-Live for that department only)

3.1.5.2 Requirements and Configuration

- Transition to Support
- Establish procedures to update test/training environment

3.1.5.3 Key Deliverables in the Operation Phase

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OPERATIONS PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	**PROVIDER**	**SUBSCRIBER**
Knowledge Transfer *Transition to support*	Responsible	Responsible, Approval
Final quality audit; Included in the PM closeout document	Responsible	Approval
Operations support	Responsible	Responsible
On-going training	Responsible	Contribute
1 week post go-live on-site support	Responsible	
PM closeout document	Responsible	Approval

Provider's deliverables will be formally approved by the Subscriber. Approvals will be at phase end or as deliverable approvals are required as per the project schedule.

3.2 Timeline

Please see previously submitted and attached **Roseville Revised Schedule**

3.3 Key Service Deliverables and Acceptance Process

3.3.1 Service Deliverable Acceptance Process

During and at the end of each phase throughout the project, the Provider will deliver completed project service deliverables as outlined in section 4.1 for review and approval. These service deliverables shall be accepted or rejected within ten business days from the time of submittal for acceptance. The use or partial use of any service deliverable constitutes acceptance of that service deliverable. Feedback supplied after the review period will be evaluated as a potential change of scope and shall follow the Change Management Process outlined in the SOW. At the beginning of each phase, the Provider and the Subscriber will jointly review the Acceptance Criteria for each deliverable for that phase. The deliverables for the Deployment phase and the Operation phase will be department specific and provided five times, once for each cycle.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service Deliverables**

  The Provider Project Manager, or his or her designee, will prepare a Service Deliverable Acceptance Form (see Exhibit section) and forward with the respective service deliverable to the Subscriber's Project Manager, or Subscriber's designee, for consideration.

- **Assessment of Service Deliverables**

  The Subscriber's representative will determine whether the service deliverable meets the requirements as defined in the SOW and that the service deliverable is complete. Additional work on or changes to an accepted service deliverable that are requested by the Subscriber will be managed through the Change Management Process.

- **Acceptance / Rejection**

  After reviewing, the Subscriber will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Service Deliverable Acceptance Form to the Provider's Project Manager. If feedback from multiple

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Subscriber representatives is received, then the Subscriber's Project Manager, or Subscriber's designee, will consolidate that feedback before delivering it to the Provider's Project Manager.

- **Correction of Service Deliverables**

  The Provider will correct in-scope problems that are found with the service deliverable and will address the correction of out-of-scope changes according to the Change Management Process. The Provider will submit a schedule for making changes to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance Form. After the Provider corrects all previously identified in-scope problems, the service deliverable is to be resubmitted.

- **Monitoring and Reporting**

The Provider project team will track service deliverable acceptance. Updates to service deliverable acceptance will be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved will be elevated to the Provider and Subscriber Project Managers and/or Executive Sponsors.

3.4 Project Governance Approach

3.4.1 Health Checks and Project Assurance

Project assurance ensures that risks and issues are managed effectively and defines the metrics that foster the delivery confidence of the project/program. A vital component of assurance is devising the metrics that would give visibility into the project performance

Status meetings will be used to review the health of the project along with status reports. The status report will assess and report with Key Performance Indicators (KPI's) the elements needed to effectively manage the project successfully. The health checks, project metrics and KPI's will be defined and agreed to with the Subscriber in the Analysis Phase.

3.4.2 Accountability and Responsibilities

Final definition of roles and responsibilities needs to be established in the Analysis at the beginning of the project. Everyone will need to be accountable for his or her role. Not having a definition for accountabilities and responsibilities will have a direct impact on the effectiveness of meetings, the change control process, risk assessment and the communications. When defining accountability and responsibilities both the Provider and the Subscriber will need to define not only who is accountable, but also who is responsible, consulted and informed for each of the project's deliverables.

3.4.3 Sponsorship and Engagement

The Provider will need to establish all the project stakeholders including the project sponsor or sponsors in the Analysis phase. All stakeholders need to be fully engaged in the project. The Provider will list all project sponsors and ensure proper communication depending on their stake in the process. All expectations will be defined and agreed upon according to the scope of the project to ensure a successful delivery of the project.

3.4.4 Communication Plan

The communication plan will be developed once all the stakeholders have been identified and their interests and expectations have been defined.

Once the communication plan is complete, the project manager will ensure that there is a right balance of meetings and reporting. This needs to be defined to ensure that each stakeholder understands the mode

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and content of communication, frequency, owner/receiver, communication milestones and decision gates. In addition, communication needs to be crisp, precise and to the point.

As a starting point a formal process will be employed to facilitate communication during the project. There will be two key vehicles for providing this communication: a weekly status report and status meeting. This frequency may change from time to time based on a mutual agreement between the two parties.

- The Provider Project Manager, working in conjunction with the Subscriber Project Manager, will compile status reports with the frequency defined above for distribution to both the Subscriber and Provider management.
- Meetings will be held with the frequency defined above to review overall status, the project schedule, and open issues noted in the status report.

  The final decision on the proper communication channels, frequency and stakeholders will be defined in the communication plan section of the project plan.

3.4.5 Issue/Risk Management Procedure

The following general procedure will be used to manage project issues and risks:

- Identify and document
- Assess impact and prioritize
- Assign responsibility
- Monitor and report progress
- Communicate issue resolution

An issue/risk log will be kept and discussed during status meetings or ad-hoc when needed. A mutually agreed upon issue escalation process will be defined in the Analysis phase.

3.4.6 Change Management Process

The Provider and Subscriber Project Managers, and team members will all play key roles in managing the scope of this project. As such, the Project Managers and team members must be aware of their responsibilities in order to ensure that work performed on the project is within the established scope throughout the entire duration of the project.

During the project either party may request in writing additions, deletions, or modifications to the services described in this SOW (“change”). The Provider will have no obligation to commence work in connection with any change until the estimated fee and schedule impact of the change is agreed upon in a written Change Request Form signed by the designated Project Managers from both parties.

Upon a request for a change, the Provider will submit the change on the standard Change Request Form describing the change within 5 Business Days from the date of the request, including the estimated impact of the change on the project schedule, fees, and expenses. The Change Management Process that will be employed is defined below. Both parties agree to follow this process and to use the Change Request Form.

- Identify and document
- Assess impact and prioritize
- Estimate required effort
- Approve / Disapprove
- Assign responsibility
- Monitor and report progress
- Communicate change resolution

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Within ten business days of receipt of the proposed Change Request Form, the Subscriber's Project Manager shall either indicate acceptance of the proposed change by signing the Change Request Form or advise the Provider Project Manager not to perform the change. If the Subscriber's Project Manager advises the Provider Project Manager not to perform the change, then the Provider shall proceed only with the original services. In the absence of the Subscriber's Project Manager's acceptance or rejection, the Provider will not perform the proposed change.

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4 PRICING

Fees listed below are for this Statement of Work only.

4.1 Services Fees

The one-time fees cover the Services aspect of Project as outlined in this Scope of Work document. The total cost is a fixed-fee and is equal to $74,150. If requested, and mutually agreed, onsite training will be billed at $2,000 per day, plus actual travel expenses incurred by Provider staff.

Services	Percentage	Implementation Fee	License Purchase Timing
Kickoff - PMO	20	$14,830	20%
Analysis	10	$7,415.00	
Requirements and Design	20	$14,830.00	50%
Development	15	$11,122.50	20%
Deployment	15	$11,122.50	Remainder/As-Needed
Go Live Support	20	$14,830.00	
TOTAL	**100**	**$74,150.00**	

4.1.1 – Integration Fees

Integrations - One Time Fees	
Maximo Integration	$10,000.00
Avaya Integration	No additional cost
Accela Integration	$5,000.00

4.2 Subscription Fees

Subscription Fees, Term, and Billing are outlined in agreement and pricing sheet.

5 PROJECT ORGANIZATION AND STAFFING

5.1 Project Organization Structure, Roles, and Responsibilities

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This section identifies the overall project organization structure, reporting relationships, and key project roles and responsibilities. The Subscriber may assign additional resources and individuals may be changed by either side as needed.

5.1.1 Subscriber

ROLE & NAME	RESPONSIBILITIES
Executive Sponsor – Hong Sae **Project Sponsor -** Megan Scheid	Works with the Subscriber's Project Manager in monitoring the health of the project. Communicates, when necessary, with the Provider Executive Sponsor.
Project Manager Melissa Hernandez	Managing all aspects of the project from the Subscriber's side. Works closely with the Provider Project Manager
Functional Lead Jesse Ravera	Works closely with the Subscriber's Project Manager from the Subscriber's side. Leader of all the functional teams, representing general knowledge of the overall business. This person can also be the project sponsor and coordinate the overall efforts of the independent department leads
Functional Team Member	Every department included in the scope of the project should have a functional representative that understands the department's business processes in detail. This person will provide all the department-specific requirements. In the case that the department works with third party systems that are included in the scope of the integrations, then this representative should have detailed knowledge of how to use the third party systems. They will also perform user acceptance tests.
Technical Lead	Works closely with the Subscriber's Project Manager from the Subscriber's side. The technical lead should be in charge of coordinating all activities regarding systems and infrastructure. This person will ensure that all local test environments are completed and can support the Provider technical lead. This person will lead the technical team and ensure that they deliver on all tasks.

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Technical Team Member(s)	Works closely with the Subscriber's Project Technical Lead from the Subscriber's side. This person(s) should provide expertise and can support the Provider resources on any Subscriber-side technical tasks such as creating environments, configure infrastructure, provide any needed API's and access to third party systems for integration.

5.1.2 Provider

ROLE & NAME	RESPONSIBILITIES
Executive Sponsor: Andrew Kirk, VP of North America	Works with the Provider Project Manager in monitoring the health of the project. Communicates, when necessary, with the Subscriber's Executive Sponsor.
Project Oversight SME: Omar Rosario	Monitors project scope closely. Facilitates scope change requests and their impact to the schedule. Organizes scheduled meetings. Maintains documentation for meetings, communications, and status reports.
Project Manager: Hernan Miranda	Monitors project scope closely. Leads the planning, execution, controlling, scope and closing of the project. Facilitates scope change requests and their impact to the schedule. Ensures proper communication in the project team.
Technical Lead and Tester Hector Tosado	Leads the Provider technical team which includes any additional developers, integration specialists and infrastructure specialists Works assigned tasks received from the Provider Project Manager Performs system design and architecture tasks Ensures development tasks are completed according to scope
Technical Team Member and Developer Ricardo Nieves	Works assigned tasks received from the Provider Project Manager and from the Provider Technical Lead Configures the system according to the technical requirements and performs system adjustments
Technical Team Member and Developer	Works assigned tasks received from the Provider Project Manager and from the Provider Technical Lead Configures the system according to the technical requirements and

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Jose Calimano	performs system adjustments

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6 GENERAL RESPONSIBILITIES AND PROJECT ASSUMPTIONS

6.1 Subscriber General Responsibilities

Subscriber will perform the tasks, furnish the personnel, provide the resources, or undertake the responsibilities specified in this Statement of Work.

6.2 Project Assumptions

The services, fees, and delivery schedule for this project are based upon the following assumptions:

- The Subscriber will assign a Project Manager in charge of the implementation. This resource will be in charge of coordinating meetings, discussing processes, acceptance of the system and trainings. In addition, the Subscriber project manager will be working hand in hand with the Provider's Project Manager during the system's implementation.
- OneView users must be skilled using computers and must have basic knowledge of programs such as Word, Excel and Outlook.
- The Microsoft platform, including Windows, Internet Explorer, Office, among others may be used with OneView.
- The Subscriber staff will be available to assist in the process of system configuration and address questions from the Provider's team if necessary.
- The Subscriber will provide the Provider access to the necessary network and infrastructure components in order to install the software and perform the necessary integrations
- The Subscriber will provide the Provider's consultants with office space, internet connectivity and parking space (if available).
- The Provider will not buy any third-party licenses such as API's in order to perform integrations to other systems.
- Any integration development will be limited by the third-party API capabilities.
- Anything not specified in this Agreement will be considered out of the scope of the project.

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7 EXHIBITS

The exhibits 1,2 and 3 will be reviewed, updated and agreed to by the Provider and the Subscriber at the beginning of the project.

7.1 Exhibit 1 Change Request Form

(see attached)

7.2 Exhibit 2 Delivery Acceptance Form

(see attached)

7.3 Exhibit 3 Weekly Status Report

(see attached)

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CHANGE REQUEST FORM

Prepared for

Subscriber

Project

Customer Relationship Management and Knowledge Base Solution

Prepared by (put name of Provider Resource here)

Contributors **[put name of all contributors here]**

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Change Request Form

This Change Request Form to the contract is made pursuant to the project **Implement OneView – Customer Relationship Management and Knowledge Base Solution** by the Provider and the Subscriber.

Change Requested			
Project/ Sub-project name:	Additional Project Hours	**Project area affected:**	OneView Implementation
Date initiated:	(put date here)	**Date required:**	(put date here)
Name of Requestor:	(put name here)	**Contact phone:**	(put contact's phone # here)
Description of Change Request:	The purpose of this change order is to document the additional hours requested by the Subscriber. This change order is to document that additional hours are required for additional scope items. This Change Order is a supplement to the Original contract signed by the Provider and the Subscriber.		
Justification for Change Request:	(put the justification here)		

Project Impacts

Trade off Matrix	**Impact on Project**
Scope:	The scope of this project has increased. Subscriber has requested the Provider to increase the scope according to the following: (text here)
Resources:	(put resources here)
Schedule:	(put deadline when changes need to become effective here)

Fee and Expense Impact

Resource	**Time (hours)**	**Rate**	**Estimated Cost**
Estimated Total Hours Needed to Go Live:	(put hours here)	(put rate here)	(put cost here)
TOTAL ESTIMATED COST:			(put estimated cost here)

Approver Comments

By Signing below, the Provider and Subscriber agrees to incorporate the changes summarized herein into the existing project definitions.

Approve/Reject

Change Request Disposition:	**Approved** ☐	**Rejected** ☐

Approvals

For the Subscriber:

Project Manager _____ Date _____

For Rock Solid Technologies:

_____ _____

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Project Manager

Date

DELIVERABLE ACCEPTANCE FORM

Prepared for

Subscriber

Project

Customer Relationship Management and Knowledge Base Solution

Prepared by (put name of Provider Resource here)

Contributors **[put name of all contributors here]**

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Deliverable Acceptance

Complete System Acceptance

Submitted To:	
Submitted By:	
Data:	
Acceptance Deadline:	

Deliverable Submission

Name:	(put name of WBS task here)
Reference # (WBS#):	(put WBS# here)
Description:	(put expanded description of WBS here)
Acceptance Criteria:	
Comments:	

Deliverable Acceptance

Deliverable Acceptance:	Accept Deliverable Reject Deliverable with Reason
Date Reviewed:	
Name of Acceptor:	(put name of Subscriber Project Manager here)
Acceptor Signature:	

Conditions for Acceptance (if rejected)

Reason for Rejection (if rejected):	
Conditions for Acceptance:	

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BI-WEEKLY STATUS REPORT

Prepared for

Subscriber

Project

Implement OneView - Customer Relationship Management and Knowledge Base Solution

Prepared by (put name of Provider Resource here)

Contributors **[put name of all contributors here]**

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Weekly Status Report

Project	Reporting Period
Implement OneView	**(put date here)**
Prepared by	Report Date
(put Project Manager Name here)	**Erik Sickinger**

Project Health Card			GREEN
Schedule	GREEN	The project tasks are on schedule.	
Budget	GREEN	The project budget is on track.	
Resources	GREEN	The project resources are not an issue.	
Quality	GREEN	The project quality is not a concern.	
Scope	GREEN	The project scope is not a concern.	
Risks	GREEN	There are some minor risks, but they are not a concern.	
Issues	GREEN	There are some minor issues, but they are not a concern.	
Changes	GREEN	There are several small change requests, but they are not a concern.	

Project Schedule (As of put date here)						10%
No	Task	Baseline Start	Baseline Finish	Progress	Projected Date	Concerns (KPI)
1						Yes
2						No

Project Financials (As of put date here)						%
No	Item	Baseline	Actuals	Remaining	Total	Variance
1						
2						
		$0.00	$0.00	$0.00	$0.00	$0.00

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The following recap reviews the discussions and activities that took place from date through date

Key Decisions

ID	Description	Date

Project Change Request and Summary

Change Order #	Date	Pending or approved	Amount	Description of change

Deliverables

Engagement Deliverable	Submit Date	Comment

Key Activities Completed/In Process This Period

ID	Description	Status
2.1		
2.2		
2.4		

Meetings this Period

ID	Description	Date
3.1	Client meeting to discuss infrastructure planning for the project.	19-Dec-2017

Issues/Pending Items

Responsible	Issue ID	Description	Due date
ITC	4.1	Provide additional information pending from the Consolidated Reporting questions sent by Provider.	19-Jan-2018
	4.2	Provide confirmation regarding proposal for migration	19-Jan-2018
Provider	4.3	Present completed Change Requests to client for review (5 CRAs).	19-Jan-2018
	4.4	Evaluate impact to project scope from new requirements for Consolidated Reporting, Team Management)	31-Jan-2018
	4.5	Provide client with drafts Test and Training Plans. See comment in the next section of this report.	31-Jan-2018
	4.6	Provide additional information regarding Microsoft's D365 minimum infrastructure requirements.	31-Jan-2018

Activities Planned Next Week

ID	Description
5.1	
5.2	

Key Risks

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Risk	Impact	Owner	Resolution/Mitigation

Please indicate your agreement with the information contained in this recap by signing below (or email a reply of acceptance) and forwarding a copy to my attention.

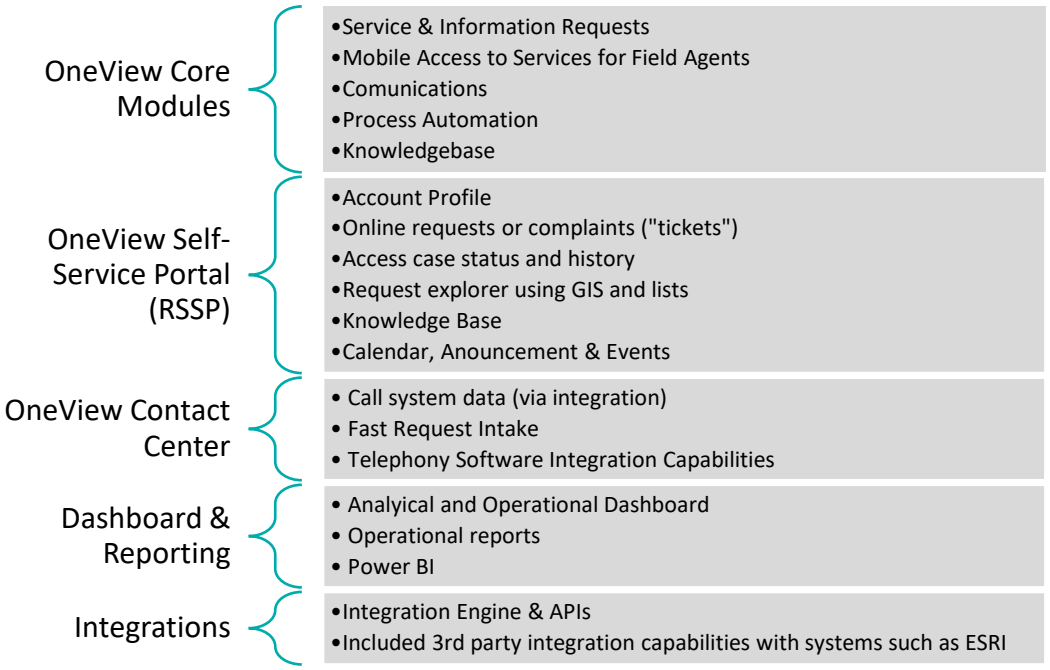
_____

Client Acceptance

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Appendix –OneView Features

For this project, Provider proposes the implementation of the OneView CRM solution. OneView runs on top of Microsoft's Dynamics, an industry-leading platform available on a cloud model that gives businesses the option of a private instance and database.
OneView will give your agents the tools, guidance, and data they need to resolve requests. Subscriber agents will speed resolutions and deliver a more personalized, effective level of support using service software that accesses all citizen information in one place—even pulling and pushing data to and from external sources thru integration capabilities. Some of the main application components and features available in our ONEVIEW suite include:



OneView provides the Subscriber with the following advantages and benefits:

- Empower citizens to easily report issues through multiple channels and access request status from a single point of contact.
- Streamline operations through implementation of consistent service processes
- Drive a more pro-active response to problems
- Measure citizen services efforts via reports and dashboard
- Accelerated implementation
- Increase user adoption with Microsoft Office "look and feel"
- Increase usability by allowing users to select preferred language
- Cost-effective approach that leverage existing cloud services
- Web based solution that can be accessible for anyone with an internet connection and the pertinent browser and operating system.

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OneView CRM Core Modules

Case Intake

OneView CRM manages cases or service tickets as a result of interactions with citizens. The solution is web based and is accessible to anyone with an internet connection and the pertinent web browser. A case may be used to process different request types and manage the process paths for each type. The OneView CRM case features allows for easy tracking of all the activities related to a case including information sharing, call tracking, emails, appointments, tasks and assignments. OneView also maintains a history of all these activities throughout the case lifecycle.
For this project, system users and citizens may create service requests, register inquiries and complaints through the OneView CRM web application, the OneView CRM self-service portal and the mobile application.

Service Requests

Service Requests may be configured to support the different services or call types that are provided by the Subscriber attach documents and register activities such as emails, appointments, workflow tasks and work orders. Tasks may also be created automatically through workflow configuration such as: review, investigate, schedule or close. Tasks can be assigned to specific users. All requests in the system can be updated manually with the pertinent permissions. This means that even when some fields may have predetermined values, users can always adjust fields such as address, priority, call type and description among others. This applies to all system modules depending the security permissions of the user.
Service requests may be scheduled using work or service orders functionality. Work & Service Order appointments may be assigned to field workers. Field workers can review orders and update those orders in order to fulfill the service using their computers or mobile devices.
Through integration with the Subscriber's ESRI GIS system, OneView CRM users may include location information with data such as such as "Trash Pickup", "Tree Maintenance", "Pothole Repair" and "Street Light Repair".
When a service request is created, the system workflows may automatically route it to the appropriate user or team in a Subscriber department. The Subscriber staff in charge of receiving these requests may assign or refer the request as well as update status, notes, physical address, parcel number and GIS coordinates. This integration may also provide the Subscriber's agents a rich collection of base maps, demographic maps, images, and asset data to support your service request process more effectively.

Information Requests & Knowledge Base

The system may store information related to general information requests. The system can keep track of the request and all forms of communication used to provide such information. Information requests may be linked to knowledge base articles. The content of the articles may be shared via email and tracking of the emails is kept as historic data for the request. Knowledge articles are maintained in the CRM system with their appropriate approval workflows and versioning controls.

Call Scripts

The solution has the capability to provide predefined scripts that will guide the call taker in a series of questions and predetermined answers or system actions. This will allow staff to communicate with customers in an effective standardized way. Scripts can be configured in the OneView CRM system.

GIS for Request Location, Assets and Duplicate Detection

OneView CRM will be implemented with the capabilities to geolocate requests given a specific address that can be validated against GIS or Asset Management System data.
OneView CRM has the capability (which will be implemented) to connect to the Subscriber's ESRI system to identify assets when working with requests. OneView will connect to the ESRI system and present the needed Subscriber layers and underlying data, while using the ESRI API to integrate the requests to the assets. Using asset data, Subscriber workers will better identify the location of a request and have details on the specific Subscriber asset that needs attention.
OneView will also use Subscriber data such as ESRI data or USPS data to validate addresses when those are specified in the system during the creation of requests. Auto suggest features will display predefined addresses that exist in the system.
When working with requests, OneView can present, in a map, requests that are of the same type and are in a similar location of the current request. This will help alert the user that possible duplicate requests exist. By clicking on an existing request in the map, the user can identify and select a parent request for the current request being worked on. When a parent request is closed, then all related child requests are closed also.
OneView will also provide a list of possible duplicates when saving a request. The user can decide to merge requests or select a parent request from that list. If the user understands that the current request is not a duplicate, then the user can proceed to save the request as a new request.

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Notes and Attachments

Every system module such as requests and customers allow for the creation of notes related to the record. An unlimited amount of notes can be created with information such as date created, date modified, and the user that created the note. Notes can contain multiple lines of free text and can be used to attach documents for any record. For attachments, the allowed file types and the maximum file size are configurable in the system.

Multiple Languages

The system can be provided in multiple languages using translations files. With this feature, the user will have the ability to select the desired language, if available in the translation files. Currently the available languages are English and Spanish.

Business Process - Workflows

Business processes are an integral part of OneView CRM. A business process can be of two types: one, automated processes that rely on communication among applications based on a set of rules, and two, interactive processes that rely on users to make the appropriate decisions regarding the next step in the workflow.
OneView CRM includes a series or pre-defined automated or manually triggered workflow rules that support different stages in the provision of services to citizens. These out-of-the-box components will allow the Subscriber to accelerate the implementation of their individual business processes. As part of the project, Provider may also extend and customize the standard behavior of processes to achieve the functionality required, by configuring existing rules and developing custom components. Workflows allow the creation of email notifications based on field modifications or creation of new records. The design of the workflows are made with an easy-to-configure screen and without the need for complex programming languages (source code). Examples of flows are:

- Sending electronic mail requesting completion of the satisfaction survey at the closing of a request.
- Change the status of a request to “submitted” once it is saved and marked as submitted. This in turn may create a notification to the pertinent customer/citizen or staff with a link to the request.
- Change the assignment of a task and assign it to a new employee of an agency when the original employee is no longer available.

Information Campaigns and Events

The solution will provide the ability to have information campaigns, whether for activities, meetings, trainings, launches, or any other event as desired. Once a campaign has been created, event notifications can be sent via e-mail to all the guests. Notification banners of these events will be created in the portal and alerts will appear as the date of the event approaches.
The record of the invited persons’ responses regarding their attendance will be maintained and they may be analyzed or monitored according to their participation status. The solution will allow the creation of questionnaires or satisfaction surveys to be answered online by the users and their answers can be analyzed in the solution to provide the corresponding graphic results.

Announcements

Announcements or alerts may be created, in order to present a message to all the system users. These messages can be presented in the CRM backend system as well as in the Portal in the Notices section. Messages can be generated and published in the solution without help from the provider or custom development.

Alerts and Notifications

The ability to e-mail alerts or notifications about publications or any other subject to users of the solution will be provided. The emails can be sent individually or in bulk to many users.

- Notification templates can be created in such a way that they can be reused when creating an email.
- Notifications may be generated automatically through workflows. Notifications or alerts may be activated with a creation, update, or deletion of a record in the system. This means that a notification can be sent automatically with the change of any field in the system, as requested

Activities

Activities can be related to any module within the system. They can be assigned to a user or group, and usually have an action date, a due date and a status. Types of activities include:

- Email (connected to your mail server)
- Appointment
- General Task

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- Survey (sent to customers via email)
- Phone Call
- Fax
- SMS (sent to customers)
- Appointment (can be viewed in a calendar)

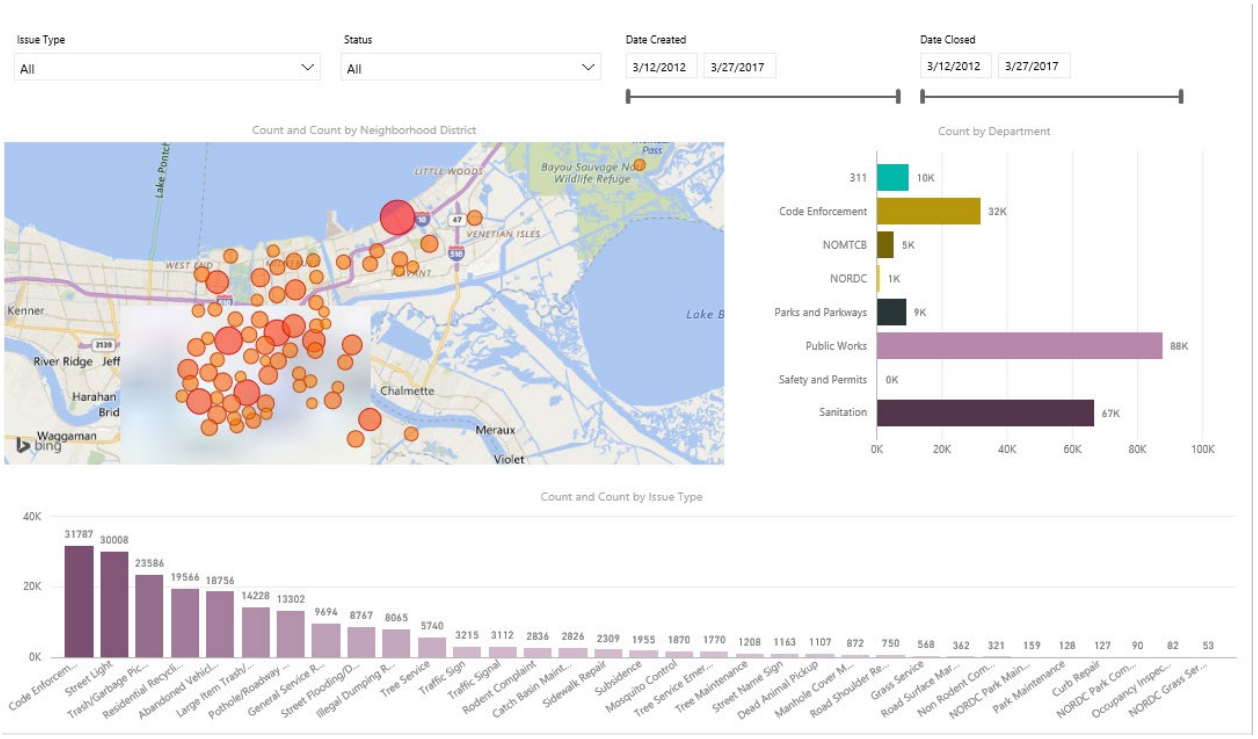
Single Sign-On Capabilities

The OneView solution will be delivered in a Software as a Service Model (SaaS) in the cloud. OneView is built on Microsoft technology and uses use Active Directory Federated Services (ADFS) for authentication. ADFS can be setup with single sign on features to access the system. ADFS will allow integrating to the Subscriber's Active Directory through the Subscriber ADFS or the Subscriber Azure AD.

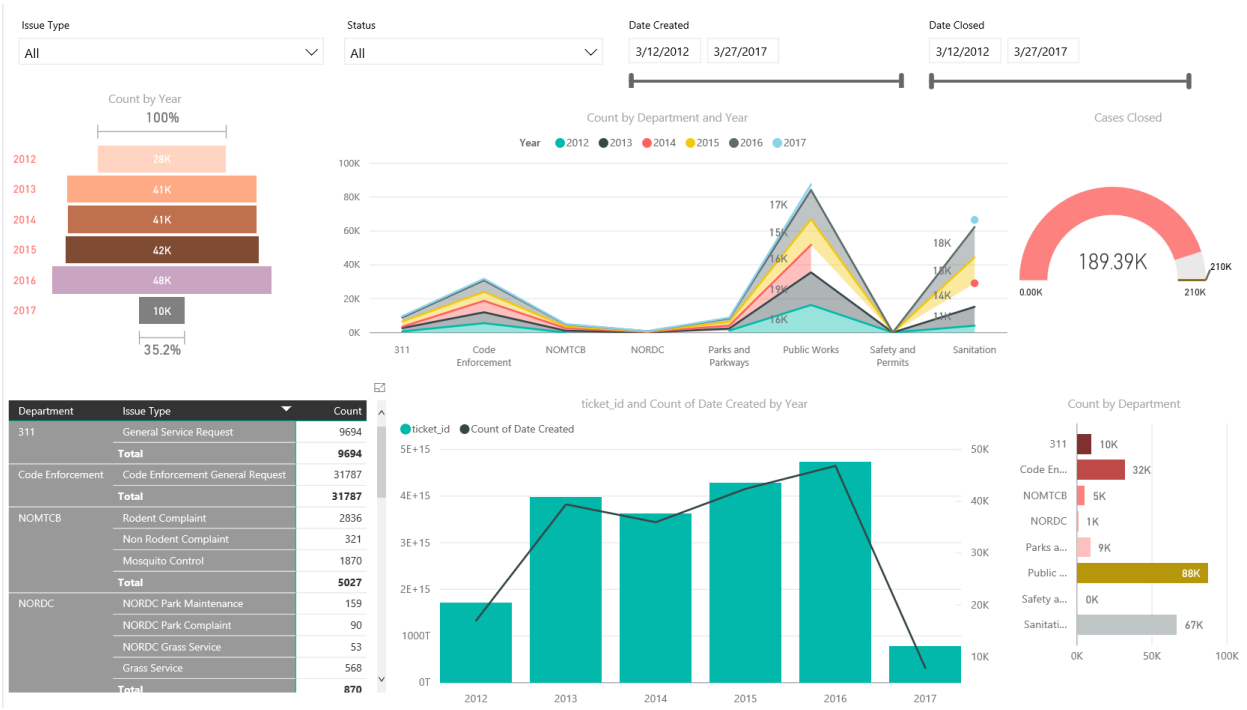
Interface with the Subscriber's MS Office 365 email system

The OneView solution is built on Microsoft Dynamics CRM which integrates with the Microsoft Office 365 mail system and the Exchange Mail Server. The interface with the Subscriber's mail system can be with an on premise email server, or a cloud based mail server such as Office 365. This will allow the system to receive and send emails using the Subscriber's current email services.

Power BI Dashboards

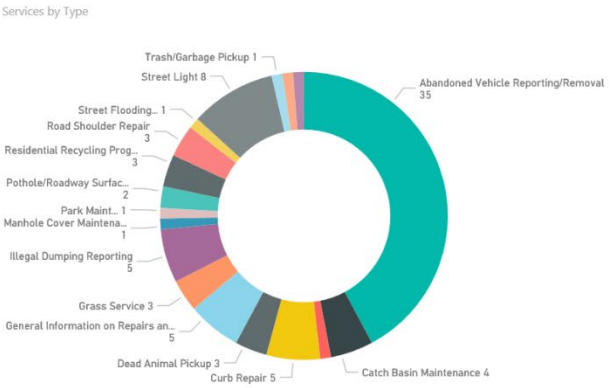


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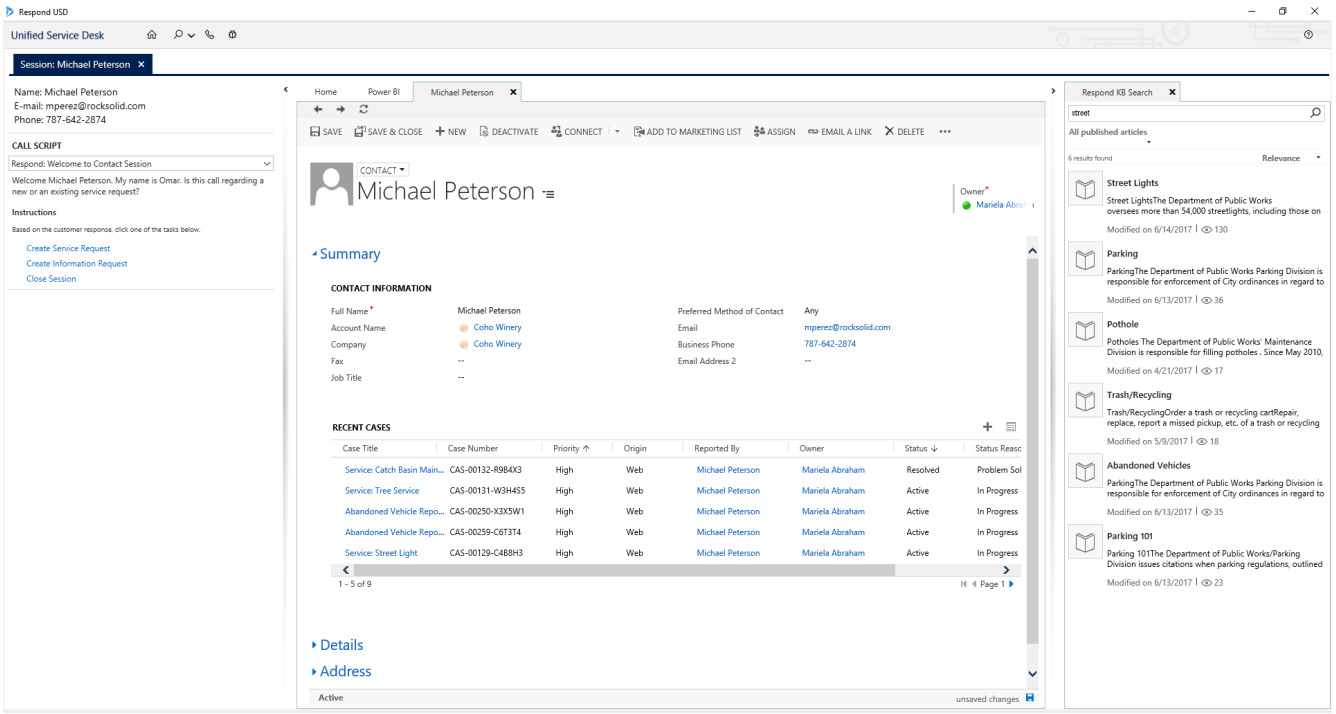




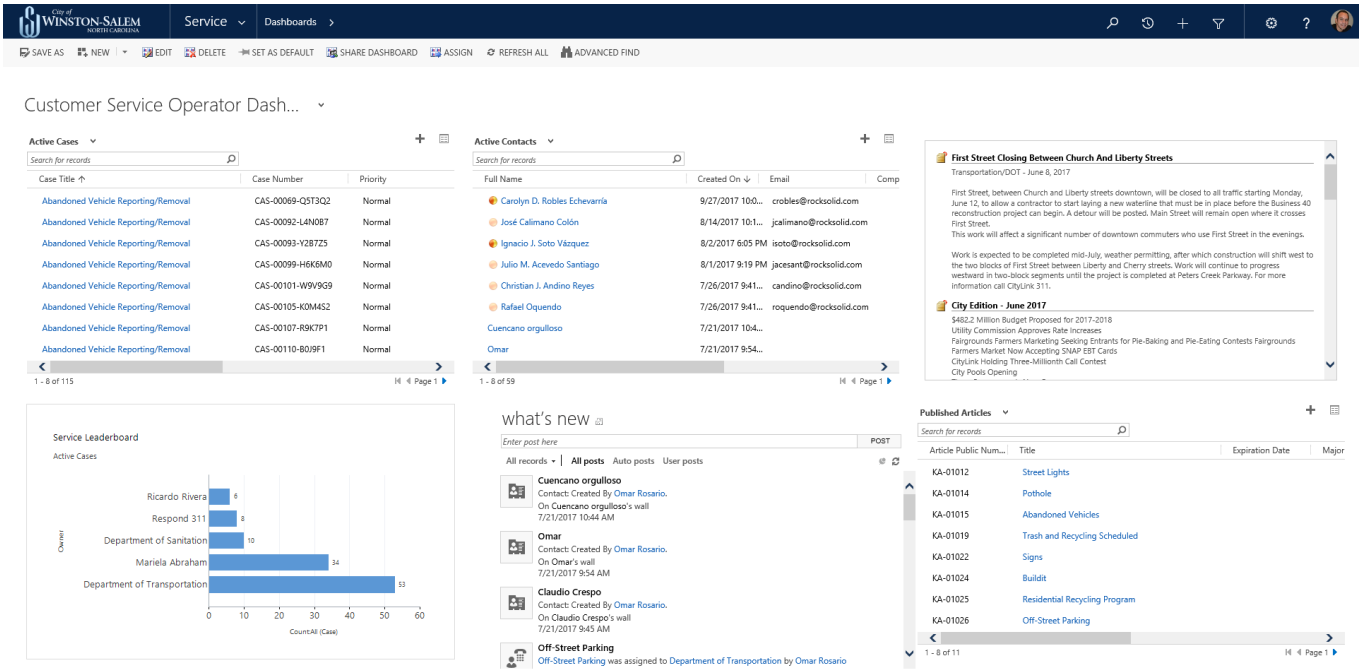
CRM System

Unified Service Desk

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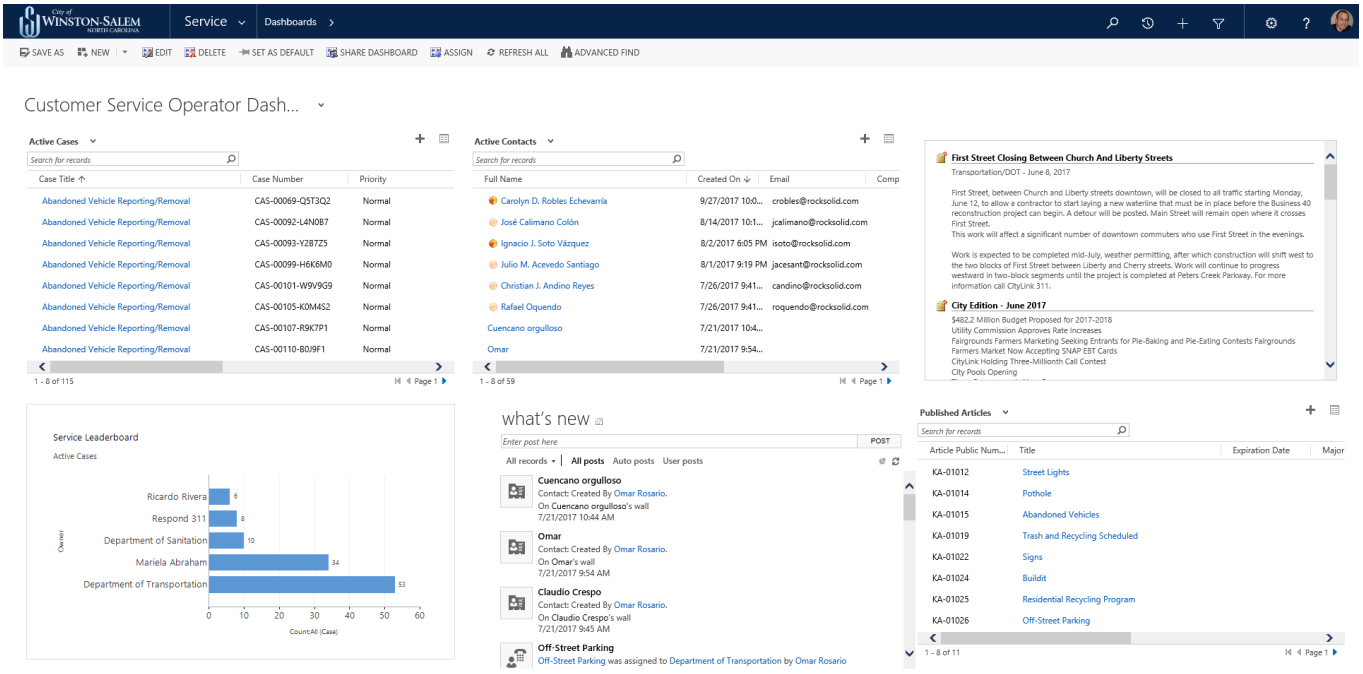


Customer Service Dashboard

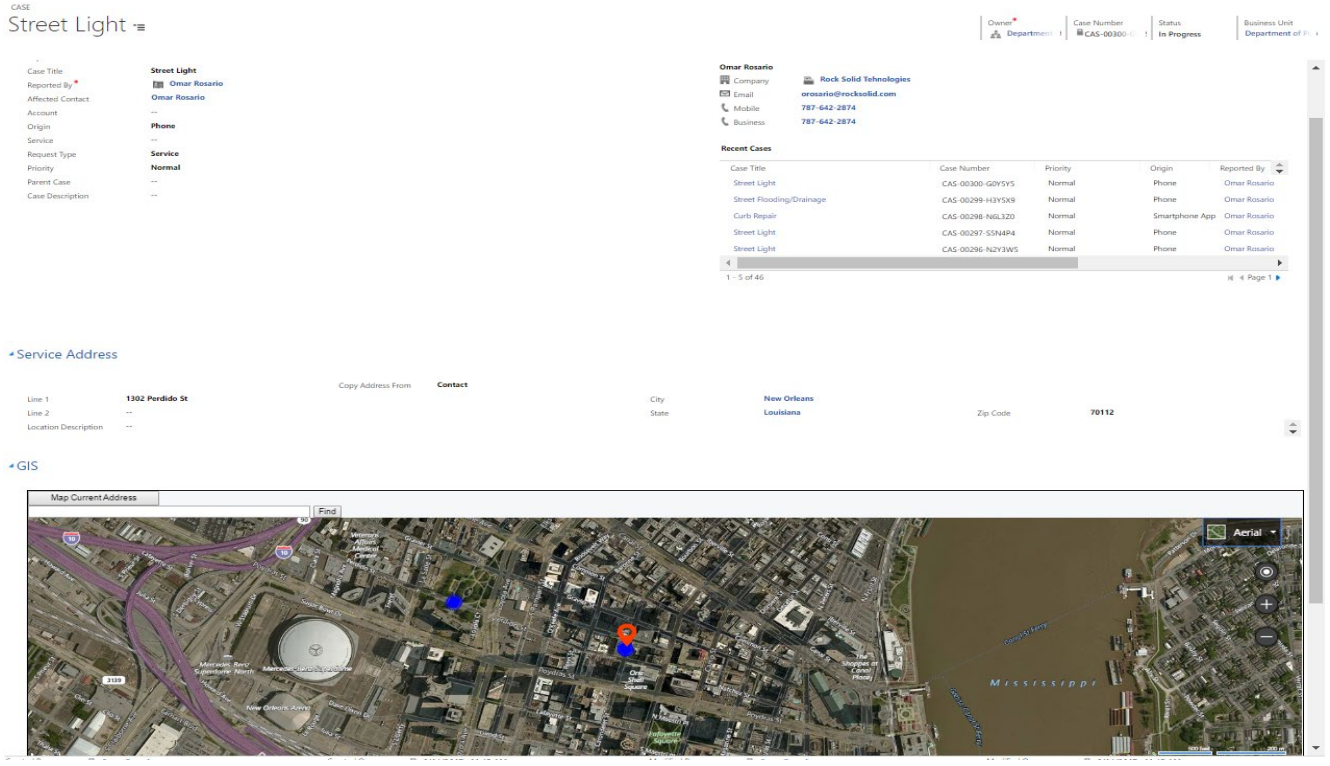


Customer Service Dashboard

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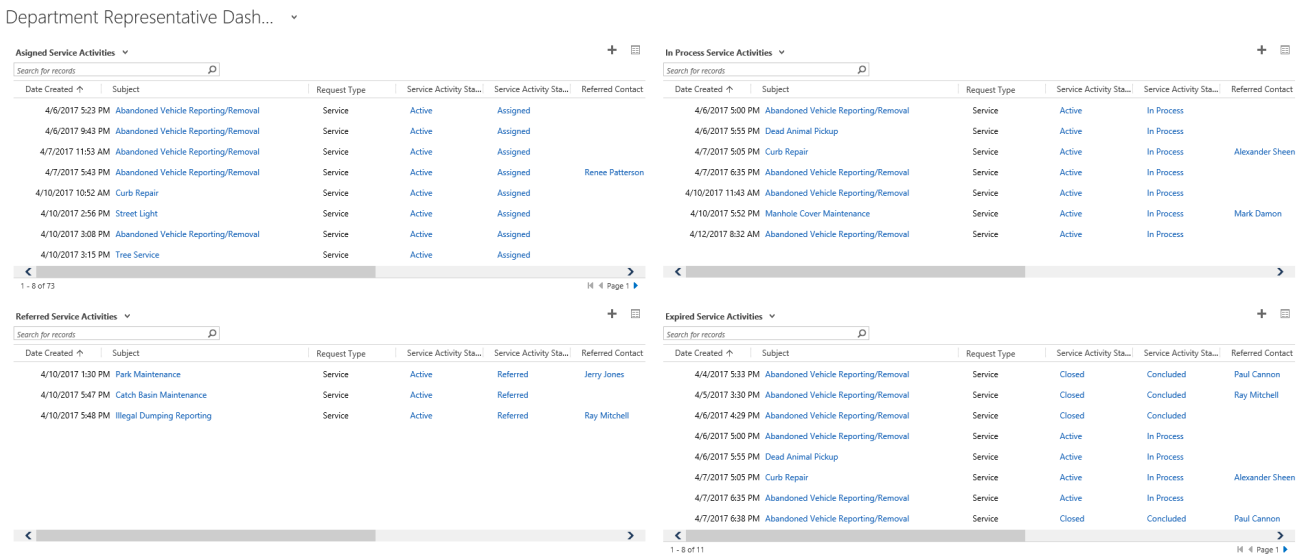


Request Screen (In the map blue pins are potential duplicates)

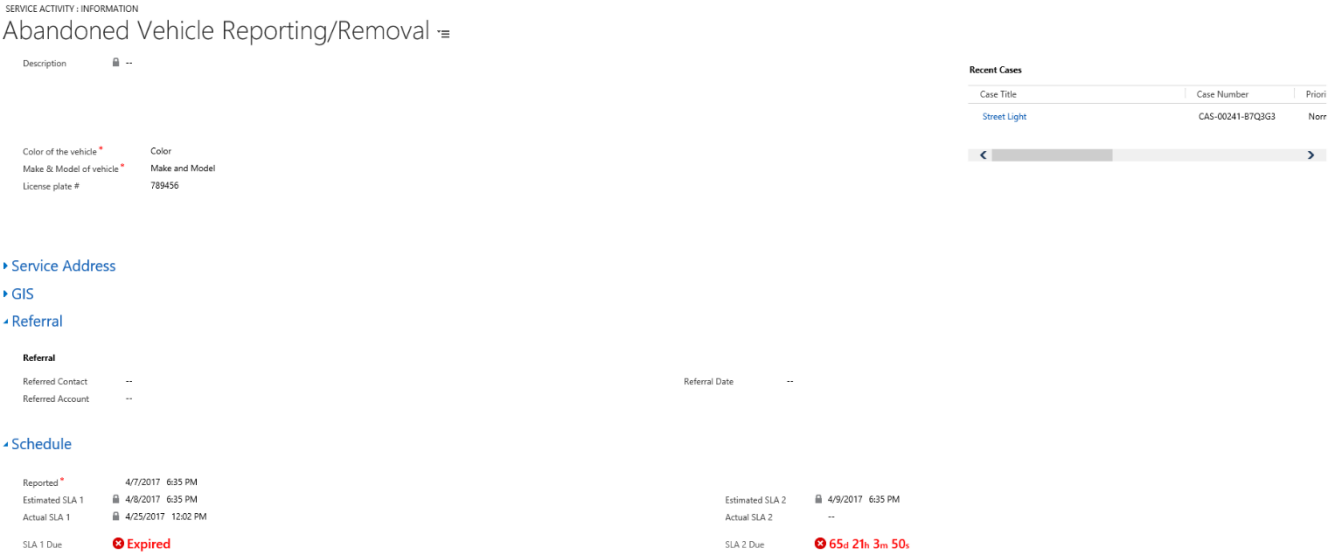


Department Representative Dashboard

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Department Representative Case View with SLA Monitoring



Regularly Scheduled Product Maintenance

Rock Solid provides updates and performs maintenance on an Evergreen model. Product updates, patches, and enhancements are included in the software as part of the SaaS model. Customers will receive notification of upcoming releases and the included features of the product as well as any minor versions that are scheduled to be installed. Minor versions Installations are generally installed to fix any issues or include any features that were scheduled and missed in the previous release. Any software updates are scheduled with the customer to avoid or minimize service interruptions.

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Rock Solid will provide communications 5 days in advance for any planned interruptions in services due to scheduled software changes or outages. In the case of issue resolution, the customer will be notified as soon as the issue is fixed, and Rock Solid will plan a software update in collaboration with the customer. The notifications will include the reason for the interruption along with expected down time and time frame. Any unplanned outages will result in immediate communications and expected resolution time.

Bug Fixes/Software issues

System errors may be encountered during the internal testing procedures of the product or by customer reports. Errors are given a priority and severity code depending on what functionality is affected, and the amount of customers it affects. Once the problem is verified, it will be added to a work queue where product support developers will work on resolving these issues in order of priority and severity. All issues are worked and tracked following modern agile project development processes and customers are communicated when issues are solved, either by publishing on the support portal or by communicating with customers via email.

In the case that issues are identified by the product team, an internal issue resolution process is followed and known product issues will be communicated to the customer along with resolution time estimates via email.

When an issue is reported by the City, a support case will be created, and the status or resolution of that case will be available online on the support portal. The City users may also call the customer support department which can also provide the status information.

Once issues are resolved, the City will receive an email with documentation on the issue resolution. If a product update window is needed, the customer service team will notify and coordinate the installation date and time. In the case an issue is related to a support case, reported by the City, the case reference number will be included in the communication and the case will be closed once the City confirms the issue is resolved.

Frequency of software updates and new software releases

Software releases are schedule for four times a year. Releases contain product-specific features, bug fixes, etc. We currently have a quarterly release schedule for the back-office and mobile application but are moving to an AGILE/SPRINT release cycle to allow for more frequent updates, with less potential risk per update. Our customers receive regular updates about the pending updates and what to expect. Customer’s account managers are available to review and discuss prior to code push.

Updates are shared automatically with Rock Solid’s business resource and technical resource assigned to the city. This will be shared in monthly syncs between Rock Solid's Account Manager and the city admin.
Our product is based off a SaaS (software as a service) model. We do not charge for these updates to the application. We at Rock Solid will work to continue producing the best product for our customers.

Backup and Retention

We retain up to fourteen days of backups for disaster recovery. If a specific set of files, directories, or database needs to be restored, specific files and directories can be retrieved. On our system programming and codebase files, we may reproduce any previous version of software release at any point in time.
Our SaaS model includes resource monitoring and optimization. Processing and memory are reviewed and adjusted on daily bases in order to ensure proper response times and server health.

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7-28-22

Roseville,CA

Roadmap and Vision

Company Name:	Rock Solid Technology, Inc.
Address:	912 Capital of Texas Hwy South, Suite 180, Austin, TX 78746
Bid Contact:	Erik Sickinger, 424-270-9438, esickinger@rocksolid.com
Website:	Rocksolid.com

ROCK SOLID

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Potential Opportunities for expansion and new features over the next 5 years:

2023-2024

Resident Voice: The city can Collect, analyze, and track real-time feedback in an easy-to-use, scalable feedback management solution.

- Capture feedback immediately across the CRM with personalized surveys to continuously track resident's perception of your services
- Surface resident sentiment, trends, and the metrics that matter, to ensure complete understanding of the city's residents
- Resident management dashboard
- Real-time follow-up on developing issues

Resident Insights: The city can use AI to predict and improve interactions with residents. With Resident Insights, the city will further unify user data to get a holistic view of your residents – assisting the city uncover actionable insights that drive better resident service.

- Access to interactive reports about engagement to help the city find spot patterns, find obstacles, and improve the customer journey
- This module may offer a comprehensive picture of your residents, to connect and unify city data with residents - transactional, observational, and behavioral. The goal is to power personalized resident experiences and drive greater resident satisfaction
- Compile transactional, behavioral, and demographic data to create deep insights and complete, up-to-date resident profiles that honor resident consent in a world where the city needs to hold itself to the highest data privacy standards while complying with Public Records acts

2025-2027

Omnichannel For Customer Service: Where city agents can live chat directly with residents from a variety of sources, like: SMS, Facebook Messenger, Twitter DM. These conversations can be held with the assistance of a script, knowledge base, and customer background information from the CRM

Identity: Ability to leverage Rock Solid solution as an identity provisioning and authentication service for residents

Communications and Engagement Upgrade: Leveraging the information stored in OneView for Dynamics, the city can design, implement, and deliver on a strategic communications and engagement plan. Design, predict, and deliver content through the channels from which residents will be receptive.

- Engage residents on their preferred channels and timing using AI-driven recommendations
- Create resident communication cadences based on real-time data changes – such as a new resident, new business, or permit requested
- Encourage resident connections by sending reminders and repeating messages until the desired response is received – such as during comprehensive plan feedback gathering, or city-wide initiative feedback
- Send periodic newsletters, one-off emails, and timely personalized notifications – the city can create triggers to follow up on an interaction or groups of residents who fit a particular profile
- Ability for A/B testing on communications

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Further, when considering the future state of a powerful, omni-channel CRM, the biggest impact will be the information, connectivity, and efficiency that the city does not have today. The ability to answer questions that cannot be answered today.

Over the course of the next five years:

- Roseville will have insight into the residents of the city:
  - WHO is calling the city?
  - WHY are they calling?
  - WHERE are residents having problems?

- Roseville will offer their residents a variety of methods to connect with the city to ask a question, find service, and report a problem:
  - **Mobile Application**
  - **SMS**
  - **Social Media**
  - **Web**
  - **Phone**
  - **Email**

- The aggregate of this data beyond year 1 will allow the City of Roseville to understand trends, measure/improve performance, see “hotspots”, and have visibility into cross-departmental issues.

- This information will allow the city leadership to plan proactively, allocating resources to the residents and infrastructure that needs it most

- Processes that today are manual, siloed, and are disconnected from resident feedback will be streamlined, automated, and with a feedback loop to residents.

- Residents will be more connected with the city:
  - Initiatives will be “front and center” with the “mobile city hall” app
  - When calling or emailing for help, staff will know who the resident is, a history of their contact with the city, and their home address
  - With some expansion, the city will be able to craft campaigns to selected groups of residents
  - Even if calling the wrong number, or wrong department, any staff member will be able to provide essential information and services

- When Rock Solid’s CRM is combined with our other solutions, it provides an even deeper insight into the city’s residents, their connection with the city, and underserved areas:
  - **OneMeeting** – for agenda automation, boards/committees, minutes, and other clerk needs, will surface information in the CRM like:
    - The resident serves on a board
    - Recently provided feedback on an agenda item, or
    - voiced support for a measure
  - **OneRequest** – for FOIA/Public Records
    - Will allow staff to see in the CRM if a resident recently submitted a FOIA

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Customer Support

RockSolid Staff will be available 24 hours a day, 365 days to address critical system issues. The helpdesk services can be contacted through e-mail, telephone, or our support portal. Normal or Low priority live requests will be handled during regular operating hours Monday – Friday, 8am – 8pm (EDT).

Support is available at:

- Support@rocksolid.com
- Your dedicated support/account team
- 787.620.5595

The following table details the support severity levels and targeted response times:

Codes	Example	Resolution Level Agreement	
Critical	• System down • System up, but cannot be used, affecting operations	Confirmation of Request Received	30 minutes
		Communications	30 minutes
		Expected time to begin solving the issue	2 hours
High	• Specific system functionality not functioning as expected • System interface is not working • Security-related requests • Serious impact on customer operation	Confirmation of Request Received	1 hour
		Communication	1 hour
		Expected time to begin solving the issue	4 hours
Normal	• Change of passwords • Billing information request • Functional or technical consultations	Confirmation of Request Received	2 hours
		Communication	8 hours
		Expected time to begin solving the issue	24 hours
Low	• Suggestions and recommendations • Training requests	Confirmation of Request Received	4 hours
		Communication	16 hours
		Expected time to begin solving the issue	48 hours
Priorities are established after the support analyst reviews and investigates the communication sent by the client. While we constantly monitor our emails, we urge our customers to call us if they understand that the need for support is critical, so that we can act immediately.			

Criteria for Incident Escalation

Our customer support department receives cases and routes them to our OneView CRM product support team. Requests are handled at different levels of escalation.

- **Level 1 – General Customer Support.** In this level, we can solve or answer general questions regarding products such as frequently asked questions and common knowledge base support

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requests. If the issue cannot be resolved in the initial call, the incident is escalated to a Level 2 request.

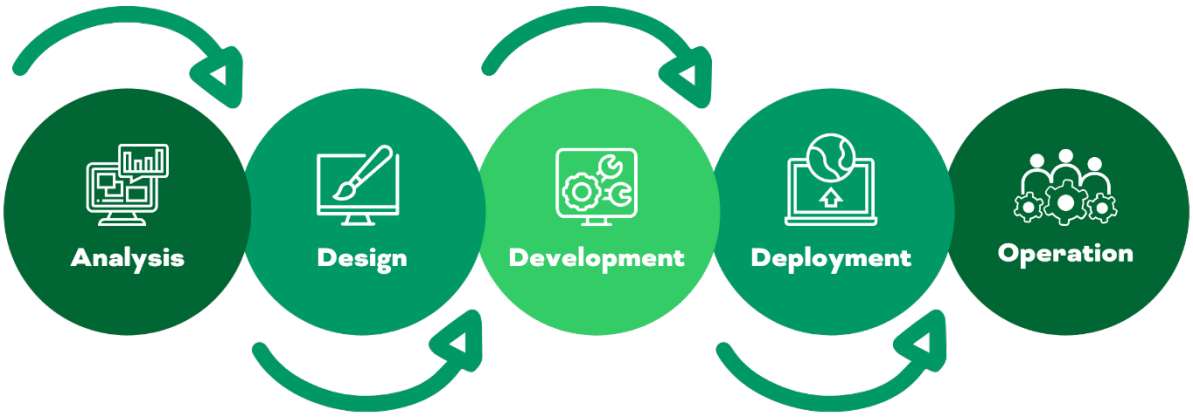
- **Level 2 – Functional Specialist Support.** More experienced resources that have been involved in product implementations and issue resolution will handle Level 2 requests. These requests are more complex in the areas of functionality or configuration. A Level 2 representative will be communicating with the customer via email and coordinating communications to resolve the issue. If the issues are technical, to the degree a Level 2 representative cannot solve the issue, then the case will be immediately escalated to a Level 3 resource to address the issue.
- **Level 3 – Technical or Advanced Support.** This support is provided by technical personnel that handles requests that are not in the scope of Level 1 and Level 2 resources. Level 3 requires technical or software development experience for issue resolution. Level 3 resources will work with the Level 2 resource on resolving the issue. Communications should not be expected from a Level 3 resource unless necessary. The Level 2 resource will keep communications with the customer until the issue is resolved.

Summary of what is included with maintenance and support – the following are included:

- Fix of any system issues or bugs
- Review of recommendations or feature requests
- Functionality questions and support for system usage
- Configuration of the system including but not limited to:
  - Case types
  - SLA details
  - Notifications and escalations
  - User creation and user management
  - Department creation and management
  - Security configurations such as user roles and assignment per user or user group
  - Field level security configuration
  - KB spider/crawling setup and maintenance
  - CTI configuration
- System upgrades for OneView CRM
- Database monitoring, backup and restore procedures
- System disaster recovery
- Hardware resource management for server optimization such as CPU’s, memory, disk space and networking
- System patches for all software components

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Proposed Payment schedule - Roseville

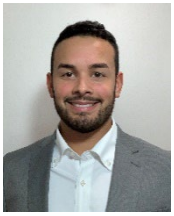


Phase of Project	Payment on	Percentage of Implementation Cost	Percentage of Annual SaaS Fee	Percentage of licenses
Kickoff – PMO	Contract Execution/PO	20%	100%	20%
Analysis	End of Analysis Phase	10%		
Design	End of Design Phase	20%		50%
Development	End of Development Phase	15%		20%
Deployment	End of Deployment Phase	15%		Remainder/As Needed
Operation (Handoff)	End of operation, sign off on go live	20%		

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Rock Solid Project Team

Hernan Miranda, PMP | Project Lead



Hernan is an engineer with several years of experience serving as a project manager with customer relationship and account success He has extensive knowledge in project management, 311 centers, citizen services, Dynamics CRM, business intelligence, and system integrations. Hernan will oversee the Rock Solid team and be a point of contact for the City of Roseville, communicating with the city to ensure the success of the project.

Hernan's previous management experience includes the implementation of the OneView CRM system for the 311 of City of Columbus, OH, among other cities in the US. He is certified as a Project Manager Professional by the PMI.

Jean Cesar Martinez | Support



Jean leads the customer and support services. He has a vast knowledge of the OneView CRM product. The customer support team will be available and on call depending on your support needs. Once the project is finished and the solution is operational, the support team takes on the needed customer service, support and issue resolution process.

Ricardo Nieves | Implementation Consultant



MSFT Dynamics CRM Implementation Consultant with more than 3 years of experience working with successful Dynamics CRM implementations in the Caribbean and North America. Focused on implementation projects of constituent relationship management for government entities like cities, counties, and agencies. Demonstrated success in introducing technology solutions to meet the changing needs of a dynamic business environment. I am currently the Implementation Consultant for OneView CRM. Recent projects include the City

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of Columbus, OH, and Sonoma County, CA. Ricardo will lead requirements gathering, configurations and training.

https://www.linkedin.com/in/ricardo-nieves-santiago-93b60592

Hector Tosado | Technical Lead/Architect & Training Lead



Héctor has more than five years of experience in the area of software development specializing in functional tests, quality, training, and technical tests. He has vast experience in web technologies, Microsoft Dynamics CRM and the OneView CRM product. Hector also has vast experience in technical and functional training delivery. Hector's project experience includes the OneView Product Implementation for the City of Burlington (Ontario) and Popular 360 for Banco Popular, Inc. in Puerto Rico.https://www.linkedin.com/in/hector-tosado-50158440/

Luz Rosa | Systems Integrator



Alexander is a senior product developer with more than seven years of experience in design, analysis, development and maintenance of software solutions. He utilizes analytical skills to understand business processes and requirements. He is also the president of the Institute of Computer Engineers (IICOM) of Puerto Rico. Alexander has worked on the CRM system, programming the OneView CRM product, and in implementations for the 311 of Panama, 311 of Puerto Rico, and the 311 of Costa Rica. https://www.linkedin.com/in/alexander-del-busto-72642291/

Jose Calimano | Technical Services Lead



Jose has over 20 years of experience in systems and server installation, maintenance, administration, troubleshooting, and support. He is currently responsible for technical services of product implementations and customer support. José has worked with 311 Puerto Rico, 311 Panama, Columbus Ohio, San Antonio Texas, and other cities. José will be in charge of configuring integrations and any infrastructure related requirements.

https://www.linkedin.com/in/jose-calimano-a493b9206/

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Rock Solid will be working closely with Citibot and their world-class implementation team.

Citibot Key Personnel:

Project Lead | Bratton Riley, CEO

Bratton is responsible for the overall delivery of the project and making certain that Citibot executes effectively on Roseville's business requirements. Bratton Riley is the Co-Founder and CEO of Citibot, a software company that enhances the civic engagement experience by connecting residents and their governments through Web Chat, SMS Chat and Messenger App Chat.

Bratton Riley was brought up in a family committed to public service and is enthusiastic for the betterment of our communities. As the son of longtime Charleston Mayor Joe Riley, Bratton brings a unique perspective to understanding issues facing local governments and the barriers of citizen communication. Citibot's mission is for all residents, regardless of income, race, or native language, to have equal access to government while helping government save time and money through high quality AI chat experiences.

Bratton received a degree in history from the University of Virginia, as well as a JD as well as an MBA in International Business from the University of South Carolina. He is a Liberty Fellow; an incubator for exemplary leadership in South Carolina in conjunction with the Aspen Global Leadership Network.

https://www.linkedin.com/in/bratton-riley/

Project Manager | Alexandria Cottingham, Director of Customer Success, Marketing and Communications

Alexandria is responsible for ensuring that the project plan and schedule are adhered to and that the delivery of the solution meets the City's timeframe.

https://www.linkedin.com/in/alcottingham/

Technical Lead | Thomas Wilson, CTO

Thomas is responsible for the technology used to execute on SMS Chat and Web Chat with technical implementation and required integrations to the City's platforms, and any other 3rd party applications, such as telephone number connectivity to the solution. Tom Wilson is the

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Founder/CEO of Hyper63, LLC, whose moto is “A different approach to software engineering, focused on closing the gap for software engineers from beginner to expert.”

www.linkedin.com/in/twilson63

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Roseville Pricing - Worksheet

Rock Solid Pricing

Annual/Recurring Type	Units	Per unit cost	Subtotal	Total
Enterprise License	50	$140/user/month	$ 84,000.00	
Team License	150	$30/user/month	$ 54,000.00	
Base SaaS Fee	1	$64,800 Annually	$ 64,800.00	
Citibot*	1	$20,600 Annually	$ 20,600.00	$ 230,900.00
PowerBI Optional Add-On	1	$7,500 Annually	$ 7,500.00	

One-Time Implementation Fees	Units	Percent of License Purchase	Per unit cost	Subtotal	Total
Project Implementation	1				
Kickoff-PMO	20%	20%	$ 14,830.00		
Analysis	10%	0%	$ 7,415.00		
Design	20%	50%	$ 14,830.00	$ 74,150.00	
Development	15%	20%	$ 11,122.50		
Deployment	15%	20%	$ 11,122.50		
Operation (Handoff/Go-Live)	20%	Any remainder	$ 14,830.00		
Integrations - One Time Fees - See "notes"					
Maximo Integration	1		$ 10,000.00	$ 10,000.00	
Avaya Integration	1		No additional cost		
Accela Integration	1		$ 5,000.00	$ 5,000.00	
Citibot Implementation	1		$ 8,900.00	$ 8,900.00	$ 110,550.00
Hours for reports and services	100 hours		$ 125.00	$ 12,500.00	

Grand Total Year 1	$ 341,450.00
10% Contingency	$ 34,145.00
Total 1st Year Cost	$ 375,595.00
Annual Reoccuring Cost (Year#2 through Year#5)	$ 230,900.00

Year 2*	$ 242,445.00
Year 3*	$ 254,567.25
Year 4*	$ 267,295.61
Year 5*	$ 280,660.39

Calculation: 5% Annual Increase

* Assumption: License counts stay the same

Notes:
Avaya integration included in project fe

ORDINANCE NO. 6548

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 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 2022-23, is hereby amended as listed on the attached budget adjustment for the Customer Relationship Management (CRM) Project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Melissa Hernandez, Business System Analyst

FISCAL YEAR: 2022-23

PREPARER NAME & TITLE: Austin Murray, Management Analyst

COUNCIL DATE (if applicable): 9/7/22

DEPARTMENT/DIVISION: Information Technology - Planning & Admin

ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4101	6587	84001	500132	(250,000)	Realign existing budget to move from 6587 to 6551
4101	6551	84001	500132	375,595	Increase budget to cover additional cost for CRM Project
			TOTAL	125,595	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	125,595	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4101				(125,595)	Utilize Fund Balance to cover additional CRM cost.
			TOTAL	(125,595)	

Justification for Budget Adjustment:

The original budget for project 500132 (Customer Relationship Management) was $250,000. Due to increased demand for cloud platforms and inflation since initial request over 3 years ago the total cost for this project will be $375,595; an increase of $125,595. The additional funds will cover licensing fees, SaaS fees and implementation for Customer Relationship Management (CRM) Project. The IT Department has completed the competitive purchasing process to obtain pricing for this platform that will meet the City's future needs.

REQUIRED APPROVALS:

Signed: ***Hong Sae*** 08/19/2022

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY DATE

Revised: June 24, 2019

COUNCIL COMMUNICATION

CC #: 2256
File #: 0103 & 0103-05-02

Title:	Unscheduled Vacancy - Parks and Recreation Commission
Contact:	Katrina Six 916-774-5267 kmsix@roseville.ca.us

Meeting Date: 9/7/2022
Item #: 10.1.

RECOMMENDATION TO COUNCIL

Recommend Council appoint one (1) individual to the Parks & Recreation Commission to a term expiring on December 31, 2022 from the applications received from Renee Borowaik, Casey Mills, Gretchen Montes de Oca, and Kasia Williams.

BACKGROUND

An unscheduled vacancy has occurred on the Parks & Recreation Commission due to the resignation of Andrae Randolph. Recruitment and video interviews were conducted by the City Clerk Department in July and August 2022. The applications and video interviews were previously provided to the City Council for their review.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

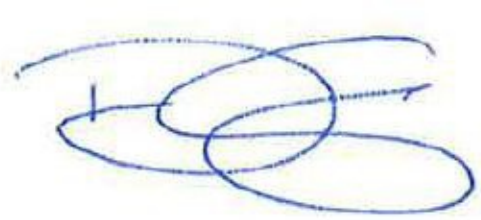
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Katrina Six, City Clerk Technician

Carmen Avalos, City Clerk



_____

Dominick Casey, City Manager