



AGENDA

September 7, 2016

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

1. CALL TO ORDER

2. ROLL CALL

Councilmember: Bonnie Gore

Vice Mayor: Susan Rohan

Councilmember: Tim Herman

Councilmember: Pauline Roccucci

Mayor: Carol Garcia

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Douglas Substation Rehabilitation Project - Approval of Plans and Specifications and Call for Bids

Memo from Power Engineer Ozro Corulli and Electric Utility Director Michelle Bertolino recommending City Council approve the Douglas Substation Rebuild Phase 2 civil construction plans and specifications and authorize staff to call for bids. The plans and specifications include all civil work associated with the installation of the new 60kV equipment including constructing foundations, conduits and grounding. The fiscal impact of approving the civil construction plans and specifications and authorizing the calling for bids is limited to the internal staff time required for preparing these plans and specifications with a budgeted cost of less than \$10,000.00. The FY2017 approved budget for the project is \$2,800,000.00.

CC #: 7940

File #: 0900-03

CONTACT: Ozro Corulli (916) 774-5586 ocorulli@roseville.ca.us

6.2. Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project – Award of Contract

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-378 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MCM ROOFING COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and authorize the Environmental Utilities Director or his designee to approve and pay for contract change orders for this project that could increase the contract amount by no more than 10% (\$27,175.00). This item requests approval and award of a construction contract to MCM Roofing Company, Inc. in the amount of \$271,750.00 for the Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project. The project is funded by the Wastewater Rehabilitation Fund and the South Placer Wastewater Authority partner agencies, Placer County and South Placer Municipal Utility District.

CC #: 7941

File #: 0900-02-02-1

CONTACT: Edward Winston (916) 774-5566 ewinston@roseville.ca.us

6.3. Commercial Tires - Blanket Purchase Order

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize an open annual purchase order to Goodyear Commercial Tire Company for the purchase of tires utilizing National Joint Powers Alliance contract #041712-GTC. The Vehicle Maintenance Department has a recurring demand for a variety of tires to maintain the City's vehicle fleet. The tires will be purchased on an as needed basis throughout the year by the City's Fleet Services Division. The estimated total value of the award is \$350,000.00 annually. Funding is included in the Automotive Services Tire budget for FY2016-17.

CC #: 7947

File #: 0203-02

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

6.4. Refuse Bins (RFQ 01-3034) - Purchase Order

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council authorize the renewal of an open annual purchase order to Stockton Tri-Industries for refuse bins utilizing RFQ 01-3034; and requests authorization to continue utilizing the remaining optional renewal years of the bid 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. The Environmental Utilities Solid Waste Division has an ongoing requirement for refuse bins throughout the City for solid waste disposal as well as recycling material drop-off and pick-up. The estimated annual cost is \$80,000.00. The bins are purchased through Central Stores utilizing the Inventory Replacement account, and then the Solid Waste Division will purchase the bins from Central Stores as needed throughout the year. The Environmental Utilities Solid Waste Division funding is approximately 50 percent from their Capital Equipment Budget and 50 percent from their Equipment Rehabilitation Budget.

CC #: 7957

File #: 0203-09

CONTACT: Babette Owens (916) 774-5704 bowens@roseville.ca.us

6.5. Software Maintenance Support Services – Purchase Renewal

Memo from Information Technology Division Manager Tom Pelster and Chief Information Officer Hong Sae recommending Council authorize a purchase order for renewal of Oracle software support services to Mythics Inc., utilizing the General Services Administration contract. This purchase renewal provides annual technical support, new software availability and current licensing for Oracle database software. The total estimated annual cost is \$37,169.04 and the funds are in the Information Technology and Environmental Utilities FY2016/17 budgets.

CC #: 7962

File #: 0203-06

CONTACT: Tom Pelster (916) 774-5166 tpelster@roseville.ca.us

6.6. Sodium Hydroxide Solution (BACC 13-2016) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach

recommending Council adopt RESOLUTION NO. 16-385 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND BRENNTAG PACIFIC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703205). Sodium hydroxide solution (caustic soda) is used in the water treatment purification process to adjust pH and reduce corrosion in the distribution system. The estimated annual cost is \$447,500.00, not to exceed budgeted amounts. Funding is included in the Environmental Utilities and Electric Departments' FY2016-17 budgets.

CC #: 7949

File #: 0203-03

CONTACT: Babette Owens (916) 774-5704 bowens@roseville.ca.us

6.7. Library Software Maintenance and System Enhancements - Service Agreement Renewal

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-369 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND BYWATER SOLUTIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703172). This is a renewal of a two year service agreement with ByWater Solutions, LLC. for ongoing maintenance, support and enhancements of the Library Division's integrated library computer system, Koha Library Software. The annual cost for services is \$26,700.00. Funding is included in the Library Division's approved FY2016-17 budget.

CC #: 7928

File #: 0716

CONTACT: Rendi Hodge (916) 774-5240 rhodge@roseville.ca.us

6.8. Dry Creek Wastewater Treatment Plant Digester 1 Cleaning Project (RFQ 01-3090) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-374 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MP ENVIRONMENTAL SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703504). This item is requesting Council authorize a service agreement with MP Environmental Services, Inc. as the lowest responsive bid for RFQ 01-3090 for the Dry Creek Wastewater Treatment Plant Digester 1 Cleaning Project. This project includes the removal of all the liquid and solid materials, and thorough washing of the interior walls in order to complete a full structural assessment of the digester. The total cost of service is \$349,996.25. Funding is included in the Dry Creek Wastewater Treatment Plant FY2016-17 operations fund.

CC #: 7933

File #: 0900-02-02-1

CONTACT: Babette Owens (916) 774-5704 bowens@roseville.ca.us

6.9. Oil Products - Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-396 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND HUNT & SONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703168). Staff recommends Council authorize renewal of a service agreement with Hunt & Sons, Inc. for the purchase and delivery of lubricants, oil, and grease utilizing the Dublin San Ramon Services District RFP No. 2016-05. The Vehicle Maintenance Department has a recurring demand for a variety of lubricants, oil, and grease used in their ongoing fleet service operations. Estimated annual cost is \$90,000.00 and funding is included in the Automotive Services FY2016/17 budget. Staff is also requesting authorization to renew without further Council approval.

CC #: 7964

File #: 0203-02

CONTACT: Babette Owens (916) 774-5704 bowens@roseville.ca.us

6.10. Fuel - Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-382 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND HUNT & SONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703071). This item is for the purchase and delivery of unleaded, diesel, and ultra low sulphur diesel fuels utilizing the Dublin San Ramon Services District RFP No. 2016-04. The Vehicle Maintenance Department has a recurring demand for fuel used in ongoing operations for City vehicles and equipment. The estimated annual cost is \$1,908,057.00 and funding is included in the Automotive Services FY2016-17 budget. Staff is also requesting authorization to renew without further Council approval.

CC #: 7945

File #: 0203-02

CONTACT: Babette Owens (916) 774-5704 bowens@roseville.ca.us

6.11. Generator Maintenance and Repair - Service Agreements

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-383 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND GOT POWER, INC., DBA C&D POWER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170526A); and adopt RESOLUTION NO. 16-384 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND HOLT OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170527A). This is a request of Council to authorize service agreements with C&D Power and Holt of California to perform scheduled maintenance and repairs on an as needed basis on emergency generators. Staff is also requesting authorization to renew the agreements without further Council approval. Total value of each agreement is \$100,000.00. Funding

is included in the Building Maintenance, Environmental Utilities, Electric, and Information Technology Department FY2016-17 budgets.
CC #: 7946

File #: 0203-04

CONTACT: Dan Allen (916) 774-5741 dallen@roseville.ca.us

Resolutions

6.12.Fiddymment Ranch - Phase 2, Village F-13B1 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-376 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE, FIDDYMENT 116 LOTS, LLC AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 75 residential lots, 3 miscellaneous lots and one large lot for future development. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7937

File #: 0400-04-09-1 & 0400-07

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

6.13.Fiddymment Ranch - Phase 2, Village F19-A1 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-380 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE, GBD FIDDYMENT LANDS, LP, AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 84 residential lots and 3 lettered lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7943

File #: 0400-04-09-1 & 0400-07

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

6.14.Fiddymment Ranch - Phase 2, Village F19-B1 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-379 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Engineering has completed its review of the final map and found that

it is in compliance with the approved tentative map. This map will be creating 86 residential lots and 2 lettered lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7942

File #: 0400-04-09-1 & 0400-07

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

6.15. Foothill American Dream - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-381 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 59 residential lots 4 lettered lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7944

File #: 0400-04-03-2 & 0400-07

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

6.16. Veranda - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-371 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ELLIOTT HOMES INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 149 residential lots 7 lettered lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7930

File #: 0400-04-08-1 & 0400-07

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

6.17. Westpark Phase 3 Village 13C - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-372 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND KB HOME SACRAMENTO INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 94 residential lots, 1 park parcel (Lot E), 1 large lot for future development (Lot 129) and 4 lettered lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7931

File #: 0400-04-9-1 & 0400-07

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

6.18. Tax Sharing Agreements Audit - Consultant Services Agreement

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-392 APPROVING A CONSULTANT SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PLACER, THE CITY OF ROSEVILLE AND MUNISERVICES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request for Council approval of an audit to ensure that the total levy and supplemental amounts provided by Placer County to the City are correct under the tax sharing agreements. The City's share of the expense is \$20,000.00, which is already included in the FY2016-17 budget; therefore there is no impact to the General Fund.

CC #: 7956

File #: 0210-01

CONTACT: Jeannine Thrash (916) 774-5473 jthrash@roseville.ca.us
Monty Hanks (916) 774-5313 mhanks@roseville.ca.us

6.19. Greater Sacramento Area Economic Council - Economic Development Agreement

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 16-394 APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE GREATER SACRAMENTO AREA ECONOMIC COUNCIL AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The purpose of the Economic Development Agreement is to create a unified front to improve the economic competitiveness of the region. The Economic Development Agreement includes a financial cost of \$50,782.00 which was budgeted in the Economic Development Department's FY2016-17 budget.

CC #: 7960

File #: 0106

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

6.20. Lincoln Street Parking Lot - Ground Lease Amendment

Memo from Development Analyst Bill Aiken and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 16-395 APPROVING A FIRST AMENDMENT TO GROUND LEASE BY AND BETWEEN RICHARD RYAN AND THE CITY OF ROSEVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve a first amendment to a ground lease for a public parking lot in Historic Old Town. The amendment adjusts the length of agreement from a one year lease to a month-to-month lease, reduces either party's required notice of termination to 30 days, and notes the City's intent to install a sewer tap at this location. This action has a minimal fiscal impact and is limited to maintenance of the parking lot estimated at \$5,000.00

annually. Funding for the parking lot maintenance is included in the FY2016-17 budget.

CC #: 7961

File #: 1006

CONTACT: Bill Aiken (916) 774-5271 baiken@roseville.ca.us

6.21. Community Solar Project - Initial Study/Mitigated Negative Declaration - Professional Services Agreement

Memo from Senior Energy Services Account Representative Mark Riffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-375 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ICF JONES & STOKES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This professional services agreement with a not to exceed amount of \$37,445.00, will authorize ICF Jones and Stokes, Inc. to prepare the Initial Study/Mitigated Negative Declaration for Roseville Electric Utility's proposed Community Solar Pilot Project. Funds are available in the FY2016-17 Electric budget.

CC #: 7936

File #: 0800-03

CONTACT: Mark Riffey (916) 746-1667 mriffey@roseville.ca.us

6.22. Douglas Substation - Professional Design Services Agreement

Memo from Power Engineer Ozro Corulli and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-377 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JACOBSON JAMES & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement will facilitate the design of substation foundations, storm water pollution prevention plan, and periodic inspections. Funds are available in the Douglas Substation Rehabilitation Capital Improvement Project in FY2016-17 to cover the agreement's not to exceed amount of \$70,995.00.

CC #: 7939

File #: 0900-03

CONTACT: Ozro Corulli (916) 774-5586 ocorulli@roseville.ca.us

6.23. Regional Radio Communications System - Memorandum of Understanding

Memo from Information Technology Network Analyst Karl Grover and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 16-370 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This Memorandum of Understanding allows police and fire personnel to communicate on the 800MHz Sacramento Regional Radio Communications System (SRRCS) if primary and

backup systems are unavailable in Roseville. There is no fiscal impact as SRRCS will provide this backup service at no cost.
CC #: 7929

File #: 0203-05

CONTACT: Karl Grover (916) 774-5145 kgrover@roseville.ca.us

6.24. Street Closure Request - Bikefest and Farmers Market - October 1, 2016

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-386 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF SOUTH GRANT STREET AND VERNON STREET FOR BIKEFEST AND FARMERS MARKET EVENTS. The event is to be held on Saturday, October 1, 2016 from 6:30 a.m. - 3:00 p.m. Costs for street closures are included in the Public Works Department budget.

CC #: 7953

File #: 0109-02

CONTACT: Jamie Hazen (916) 774-5978 jhazen@roseville.ca.us

6.25. American Disabilities Act Consulting - Professional Services Agreement Amendment

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-373 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ACCESSIBILITY CONSULTANTS INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request for approval of an amendment to the professional services agreement with Accessibility Consultants Incorporated to perform a full accessibility assessment at both Maidu and Mahany ball fields' associated parking lots and path of travel. The amendment increases the total value of the agreement from \$116,500.00 to \$120,500.00. Funding for this amendment is included in the American with Disabilities Act Compliance Annual Capital Improvement Project FY2016-17 budget.

CC #: 7932

File #: 0800-01

CONTACT: Dan Allen (916) 774-5741 dallen@roseville.ca.us

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

6.26. Year End FY2015-16 Budget Adjustments

Memo from Budget Manager Kathy Cullen and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5733 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FY2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. After the end of the fiscal year, the Budget and Payroll divisions analyze each funds' 'Budget versus Actual' activity to identify those funds that need to be adjusted. In FY2015-

16, a few line items in the budget have been identified that need to be adjusted which also includes one adjustment for cost of issuance fees for Roseville Finance Authority debt service. The net impact to the General Fund is \$9,700.00.

CC #: 7964

File #: 0201 & 0201-01

CONTACT: Kathy Cullen (916) 746-1306 kcullen@roseville.ca.us

6.27. West Roseville Specific Plan Parcel W-81 Bike Trail, Segment 1 - Reimbursement Agreement and Budget Adjustment

Memo from Acting Alternative Transportation Manager Mike Dour and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-390 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5732 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The proposed action authorizes the City to reimburse Lennar Homes for construction of a 1-mile long paved Class I Multi-use Trail within West Roseville Specific Plan (WRSP) Parcel W-81. The trail construction and reimbursement are required by the WRSP Development Agreement and the Westpark Phase 3 Parcel W-17e/W-18e Subdivision's conditions of approval. The project is wholly funded through the WRSP Bike Trail Fee Program. General fund monies will not be used for this project.

CC #: 7952

File #: 0201-01 & 0721-05

CONTACT: Michael Dour (916) 746-1304 mdour@roseville.ca.us

6.28. Wastewater Treatment Plants Condition Assessment - Professional Services Agreement and Budget Adjustment

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-387 APPROVING A 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; and adopt ORDINANCE NO. 5731 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests Council approval of a professional services agreement with Brown and Caldwell in the amount of \$800,264.00 to provide a conditions assessment for the Dry Creek Wastewater Treatment Plant and the Pleasant Grove Wastewater Treatment Plant. The project is funded by the Wastewater Rehabilitation Fund and the South Placer Wastewater Authority partner agencies, Placer County and South Placer Municipal Utility District, and requires a budget adjustment that will transfer \$600,000.00 from the Wastewater Rehabilitation Fund to the Wastewater

Treatment Plants Condition Assessment Project.
CC #: 7951

File #: 0201-01 & 0800-02

CONTACT: Edward Winston (916) 774-5566 ewinston@roseville.ca.us

Ordinances (for second reading and adoption)

6.29. HP Campus Oaks Amendments

Memo from Associate Planner Gina McColl and Development Services Director Kevin Payne recommending Council provide second reading and adoption of ORDINANCE NO. 5734 ADOPTING A FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC RELATIVE TO THE CAMPUS OAKS PROPERTY WITHIN THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and ORDINANCE NO. 5735 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE. This request is associated with the HP Campus Oaks Amendments project previously heard by City Council on August 17, 2016. These actions are developer-initiated and all fiscal impacts are discussed in the approved Development Agreement and the subsequent requested Development Agreement Amendment as part of this action. No changes were made to the Rezone Ordinance.

CC #: 7967

File #: 0400-04-18-1 & 0400-04-18-2

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

Reports / Requests

6.30. Out of State Travel Request - Development Services Department

Memo from Building Inspection Supervisor Jim Mangino and Development Services Director Kevin Payne recommending Council approve out of state travel for Building Official Scott Byrnes and Building Inspection Supervisor Jim Mangino to attend the International Code Council (ICC) Annual Business Meeting (ABM) from October 16-20, 2016 in Kansas City, Missouri. The ICC ABM is an annual meeting that allows all jurisdictions and agencies throughout the United States, and their ICC members, the opportunity to vote on and provide input to upcoming code changes through their Public Comment Hearings. In addition, the ABM provides workshops, classes, and forums that assist jurisdictions and agencies to understand the impacts of the proposed code changes to the City's local region. The estimated total cost of \$4,350.00 is include in the Building Division's current budget.

CC #: 7948

File #: 0600-02

CONTACT: Jim Mangino (916) 774-5390 jmangino@roseville.ca.us

6.31. Out of State Travel Request - Fire Department

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending Council approve out of state travel for one member of the Fire Department, Assistant Chief Brian Diemer, to attend the Customer Advisory Group meeting for New World Systems in Troy, Michigan, September 26 - 28, 2016. The purpose of the Customer Advisory Group is to provide constructive input, feedback and overall recommendations on the direction of New World product. Cost to the City will be approximately \$1,139.00 including travel, per diem, and lodging. The expense will be drawn from funds allocated in the department's current fiscal year budget.

CC #: 7938

File #: 0600-02

CONTACT: Brian Diemer (916) 746-1392 bdiemer@roseville.ca.us

6.32. Staffing Changes

Memo from Senior Human Resources Analyst Linda Hampton and Human Resources Director Gayle Satchwell recommending Council approve adding 1.00 Administrative Analyst allocation to the Economic Development Department and approve the reclassification of a vacant .625 Senior Business Systems Analyst to one Business Systems Analyst in the Information Technology Department. The Administrative Analyst allocation will be filled through a promotional process with the resulting vacancy being eliminated. There is a fiscal impact to the General Fund of \$17,819.00 which is included in the 2016-2017 budget.

CC #: 7965

File #: 0600-01

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

6.33. League of California Cities Conference - Voting Delegate

Memo from Government Relations Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson recommending Council appoint Chief Financial Officer Jay Panzica as the voting delegate for the League of California Cities business meeting of the General Assembly. The meeting will be held at noon on Friday, October 7, 2016 at the Long Beach Convention Center. Registration, travel, and housing will be approximately \$1,362.00 for the delegate and the funds were approved in the City Manager's FY2016-17 budget.

CC #: 7927

File #: 0102-12

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

Ceremonial Documents

6.34. Resolution of Commendation and Appreciation to Vicki Philpott

Vicki Philpott be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 7958

File #: 0102-10

CONTACT: Lonnye Heple (916) 774-5484 lheple@roseville.ca.us

6.35. Resolution of Commendation and Appreciation to Murray McCool

Murray McCool be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 7966

File #: 0102-10

CONTACT: Debbie Dion (916) 774-5331 ddion@roseville.ca.us

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Electric Bill Credits - Budget Adjustment

Memo from Electric Rates and Financial Administrator Philip McAvoy and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 5730 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Roseville Electric Utility requests a budget adjustment of \$1,000,000.00 to provide bill credits to electric customers, in accordance with the previously adopted 2015 Greenhouse Gas Free Allowance Proceeds Spending Plan. Funds are available in the Electric CARB Fund.

CC #: 7934

File #: 0201-01 & 0800-03

CONTACT: Philip McAvoy (916) 774-5689 pmcavoy@roseville.ca.us

7.2. Golden 1 Center - Bus Service and Municipal Code Amendment

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt RESTOLUTION NO. 16-393 AUTHORIZING ROSEVILLE TRANSIT LOCAL SERVICE CHANGES; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 14.30.080 OF CHAPTER 14.30 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC TRANSIT. This item requests Council approval for the Alternative Transportation Division to offer a new express bus service between the City and the Golden 1 Center in Sacramento. Implementation of the proposed bus service is included in the FY2016-17 transit operational budget. The service will be funded through fare revenue generated by the service. Any costs in excess of fare revenue will be covered by Local Transportation Funds, without using funds from the General Fund.

CC #: 7959

File #: 0721-03

CONTACT: Eileen Bruggeman (916) 774-5449 ebruggeman@roseville.ca.us

7.3. Oak Street Parking Facility Improvement Project - Budget Adjustment

Memo from Development Analyst Bill Aiken and Economic Development Director Chris Robles recommending Council adopt ORDINANCE NO. 5736 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request for Council to authorize a budget adjustment to transfer funds to the Oak Street Parking Facility Improvement Project to cover added costs associated with the pending project construction. Total amount of transfers is \$2,100,000.00. This includes a \$1,500,000.00 loan from the Strategic Improvement Funds and an additional \$600,000.00 from the Public Facilities Fund balance.

CC #: 7968

File #: 0201-01 & 0401-02-02-1

CONTACT: Bill Aiken (916) 774-5271 baiken@roseville.ca.us

8. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

1. Open the Public Hearing
2. Presentation by Staff
3. Presentation by applicant or Appellant
4. Accept Public Testimony
5. Appellant or Applicant Rebuttal Period
6. Close the Public Hearing
7. City Council Comments and Questions
8. City Council Action

In the future, if you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you, or someone else raised orally at the Public Hearing or in written correspondence received by the City or before the hearing

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

8.1. Community Facilities District No. 4 - Annexation of Territory

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-388 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS COMMUNITY FACILITIES DISTRICT NO. 4 (PUBLIC SERVICES) ANNEXATION NO. 6 (FOOTHILLS AMERICAN DREAM); and adopt RESOLUTION NO. 16-389 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY

OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN COMMUNITY FACILITIES DISTRICT NO. 4 (PUBLIC SERVICES) ANNEXATION NO. 6 (FOOTHILLS AMERICAN DREAM). The landowner, John Mourier Construction, Inc., is obligated to participate in a community facilities district (CFD) for the provision of public services to the property prior to the approval of the final parcel map for this project. The purpose of this public hearing is to hear all interested persons on matters pertaining to the annexation into the CFD and call a special election of the eligible voters in the CFD (landowners), and declare the election results. The annexation will not impact the City's General Fund. The property owners will pay a special tax sufficient to pay the costs of the CFD and be levied annually among the parcels of real property within the CFD.

CC #: 7954

File #: 0400-04-03-2

CONTACT: Jeannine Thrash (916) 774-5473 jthrash@roseville.ca.us
Monty Hanks (916) 774-5313 mhanks@roseville.ca.us

8.2. Tax Equity Fiscal Responsibility Act Hearing- Campus Oaks Apartments Phase I and II

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-391 OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE CAMPUS OAKS APARTMENTS PHASE I AND II. The proposed project, which consists of the acquisition and construction of a 185-unit multifamily rental housing project plus ancillary and subordinate facilities located at the Southwest corner of Crimson Ridge Drive and HP Way, to be known as Campus Oaks Apartment Phase I with a maximum principal amount not to exceed \$42,000,000; and \$49,000,000 in outstanding aggregate principal amount, to finance the acquisition and construction of a 210-unit multifamily rental housing project plus ancillary and subordinate facilities located at the Southwest corner of Painted Desert Drive and HP Way, to be known as Campus Oaks Apartments Phase II, each operated by its respective Borrower. In order for all or a portion of the bonds to qualify as tax-exempt bonds, the City must conduct a public hearing providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for financing of the project. Participation by the City in the California Statewide Communities Development Authority will not impact the City's appropriation limits and will not constitute any type of indebtedness by the City. Outside of holding the Tax Equity Fiscal Responsibility Act hearing, adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the bonds will be required. The approval of this resolution does not have any impact on the City's General Fund.

CC #: 7955

File #: 0709

CONTACT: Jeannine Thrash (916) 774-5473 jthrash@roseville.ca.us
Monty Hanks (916) 774-5313 mhanks@roseville.ca.us

9. COUNCIL / STAFF / REPORTS/ COMMENTS

10. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 7940
File #: 0900-03

Title: Douglas Substation Rehabilitation Project - Approval of Plans and Specifications and Call for Bids
Contact: Ozro Corulli (916) 774-5586 ocorulli@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the civil construction plans and specifications, authorizing staff to call for bids for the civil construction of the Douglas Substation Rebuild Phase 2 project.

BACKGROUND

Douglas Substation was originally constructed in the 1960's. Most of the equipment is original and has reached the end of its useful life. Roseville Electric Utility recently completed the first phase of the rehabilitation including replacement of the substation's 12kV equipment. The second and final phase includes replacement of 60kV breakers, steel structures, control building, and transformer. The civil construction plans and specifications include all civil work associated with the installation of the new 60kV equipment including constructing foundations, conduits and grounding. The rehabilitation is scheduled for completion late 2017.

FISCAL IMPACT

The fiscal impact of approving the civil construction plans and specifications and authorizing the calling for bids for the civil construction of the Douglas Substation Rebuild project is limited to the internal staff time required for preparing these plans and specifications with a budgeted cost of less than \$10,000.00. The 2017 fiscal year approved budget for the Douglas Substation Rehabilitation Project is \$2,800,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Project implementation was previously evaluated in the Initial Study/Mitigated Negative Declaration for the Douglas Boulevard Substation Rebuild Project (adopted by the City Council March 5, 2013). The civil construction plans and specifications are consistent with the project evaluated in the Initial Study/Mitigated Negative Declaration and consequently no additional CEQA action is required for plans and specifications approval.

Respectfully Submitted,

Ozro Corulli, Power Engineer

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Douglas Civil Construction Project Manual

City of Roseville
PROJECT MANUAL

Name of Project: Douglas Substation Rebuild Phase 2

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CITY OF ROSEVILLE
DEPARTMENT OF ELECTRIC

Name of Project: Douglas Substation Rebuild Phase 2

NOTICE TO CONTRACTORS

Sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until October 4, 2016. Late proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk of the City of Roseville at 3:05 p.m. on October 4, 2016 at the Office of the City Clerk at 311 Vernon Street, Roseville, California for the Douglas Substation Rebuild Phase 2.

A mandatory pre-bid meeting will be held on September 22, 2016 at 10:00 AM

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, can only be obtained at the City of Roseville, Electric Department, 2090 Hilltop Circle, Roseville, CA 95747 for a non-refundable fee of \$0.00 per set. If requested, Project Manuals will be mailed for a non-refundable fee of \$30.00. Please make checks payable to the City of Roseville. All communications relative to this project shall be directed to City of Roseville, Electric Department, Attention: Ozro Corulli.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the bidder or his or her duly authorized

representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville.

The City of Roseville hereby notifies all Bidders that:

1. The City will affirmatively ensure that, in any Contract entered into pursuant to this Notice to Contractors, minority 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.
2. The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions General Conditions Section 7-1.07. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in California Government Code Section 16430.
3. The City has determined that the Contractor shall possess a valid Class A, General Engineering Contractor's license at the time that the bid is submitted and the contract is awarded. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of

award. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

4. The Work is to be done in Placer County. Pursuant to California Labor Code Section 1770, 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. CONTRACTOR is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 "Legal Relations and Responsibility" of the General Conditions.

5. Contractor Registration: No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with the bid proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

City Clerk, City of Roseville

Dated: _____

Affidavits: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1: PROPOSAL REQUIREMENTS AND CONDITIONS

1-1.01 **GENERAL.** The Bidder shall carefully examine the Instructions to Bidders and all Contract Documents, and shall satisfy himself or herself as to the conditions with which he must comply prior to bid and to the conditions affecting the award of the Contract.

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

1-1.02 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

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

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

1-1.03 **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. 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.

Prior soils investigation or other previous site investigation reports are available for inspection at the City of Roseville, Electric Department, 2090 Hilltop Circle, Roseville, CA 95747.

Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site conditions and hereby disclaims any liability as a result of contractor's or bidder's reliance on such investigations. City will presume that all bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever in 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 any risk or from properly fulfilling the terms of the Contract.

1-1.04 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, 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 two copies 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.

1-1.05 **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 his total bid, in accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Part 1, Chapter 4). The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

1-1.06 **NONCOLLUSION DECLARATION.** Bidders shall submit a properly completed and executed "Noncollusion Declaration" conforming to the City's form "Noncollusion Declaration." (PROP – 16)

1-1.07 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

1-1.08 **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 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.

1-1.09 **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 his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. A telegraphic or facsimile request is 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.

1-1.10 **ADDENDUM.** Proposals shall include all costs and account for all addenda issued prior to opening of bids. The Bidder is responsible for verifying that he has received all issued addenda. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

1-1.11 **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.

1-1.12 **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 bidding for any reason.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf, or are signed by an agent other than a partner of a partnership, or are signed by an agent for an individual, a power of attorney must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise the proposal will be rejected as irregular and unauthorized. Determination as to the validity of a power of attorney shall be in the City's sole discretion.

1-1.13 **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.

1-1.14 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar 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.

1-1.15 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with the bid proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 2: AWARD AND EXECUTION OF CONTRACT

2-1.01 **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) calendar Days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) calendar Days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) calendar 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.

2-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) calendar 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.

2-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and

Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract price. If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) calendar Days provide a commensurate increase in the penal amounts of the bonds required. 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 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).

2-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at his or her 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.

2-1.05 **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) calendar Days after the Contract has been awarded.

2-1.06 **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)

calendar Days after the Contract has been awarded, shall be cause for 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.

PROPOSAL TO THE DEPARTMENT OF ELECTRIC

Project: Douglas Substation Rebuild Phase 2

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Residence _____

The Work to be done and referred to herein is in the City of Roseville, Placer County, State of California, and is to be constructed in accordance with the Contract Documents and the Prevailing Wage Rates of the Department.

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

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 Bidder has carefully examined the location of the proposed Work and the Contract Documents; and proposes, and agrees if this Proposal is accepted, that he or she 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, in the manner and time therein prescribed, and according to the requirements of the Engineer, as therein set forth, and that he or she 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 price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

In case of discrepancy between the price written in words and the price written in figures for the item, the price written in words shall prevail, provided, however, if the price written in figures is ambiguous, unintelligible or uncertain for any cause, then the amount written in words for the item shall prevail. In case of discrepancy between the unit price and the extension price, the unit price shall prevail. "Extension" shall mean the product of each unit price multiplied by the quantity. In the case where the unit price prevails, the total shall be corrected to reflect the actual extension.

If this Proposal shall be accepted and the undersigned shall fail to Contract, to provide evidence of insurance or to give the two (2) payment and faithful performance bonds required, with Surety satisfactory to the City all within fifteen (15) calendar Days after the Bidder has received notice from the Department that the Contract has been awarded, the City Council may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the Acceptance thereof shall be null and void and the forfeiture of such bid security accompanying this Proposal shall operate and the same shall be the property of the City of Roseville.

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: _____

The names of all persons directly involved in this project include:

Project Superintendent _____

Project Manager _____

The Director has the sole authority to approve or reject the above individuals or project team and to require their replacement prior to bid award.

In accordance with the provisions of California Labor Code Section 6707, whenever the State, a County, City and County, or City issues a call for bids for the construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five (5') feet or deeper, such call shall specify that each bid submitted in response thereto 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 applicable safety orders.

As required under the provisions of California Public Contract Code Section 4104 et seq., any person making a bid or offer to perform the Work, shall in his or her bid or offer, set forth:

(a)(1) The name, location of the place of business and Contractor license number of each subcontractor who will perform Work or labor or render service to the prime Contractor in or about the construction of the Work, or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a

portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater; (2)(A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors. (B) A state or local agency may implement subparagraph (A) at its option. (b) The portion of the Work that will be done by each such subcontractor under this act. The prime Contractor shall list only one subcontractor for each such portion as defined by the prime Contractor in his or her Bid.

The Contractor shall perform, with the Contractor's own organization and with workers under the Contractor's immediate supervision, work of a value not less than ten percent (10%) of the value of all work embraced in the contract except when certain items may be exempted by the Supplemental Provisions from said ten percent (10%) requirement.

In accordance with California Public Contract Code Section 4104 and following, each proposal shall have listed on the form provided with the proposal, the name, location of the place of business, and portion (type) of work of each California licensed subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement, or a licensed subcontractor who, under subcontract to the General Contractor, specially fabricates and installs a portion of the work or improvement according to

detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bid, or in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

The Contractor shall list only one subcontractor for each portion of work in the bid. If a contractor fails to specify a subcontractor for any portion of the work to be performed under this contract in excess of one-half of one percent (0.5%) of the total bid, or for the construction of streets or highways including bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000), whichever is greater, the Contractor shall perform that portion of the contract.

A listed subcontractor shall perform with the subcontractor's own organization and with workers under the subcontractor's immediate supervision, work of a value of not less than seventy-five percent (75%) of the value of each item of work for which the subcontractor is listed.

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS BLANK.]

DESIGNATION OF SUBCONTRACTORS

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the name, business address and Contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater. In addition, the Contractor shall also provide proof of current registration with the Department of Industrial Relations for all listed subcontractors with the bid proposal.

The apparent low bidder must submit a listing of license numbers for all subcontractors within ten days of bid opening.

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

IMPORTANT NOTICE: If Bidder, or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with State law providing for the registration of Contractors, Class _____
and License No. _____ Expiration Date _____

SIGN HERE: _____

(Signature of Bidder)

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature and title of the officer or officers authorized to sign Contracts on behalf of the corporation; if Bidder is a co-partnership, the name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and if Bidder is an individual, his or her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address _____

Place of Residence _____

Dated _____, 20____.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

a, _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Roseville in the penal sum of 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 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. In no case shall the liability of the Surety hereunder exceed the sum of \$ _____

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 Civic Center at 311 Vernon Street, Roseville, California, on October 4, 2016 For Douglas Substation Rebuild Phase 2.

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

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to him or her 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

Address

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

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DOUGLAS SUBSTATION REBUILD PHASE 2

SCHEDULE OF BID ITEMS

<u>Item No.</u>	<u>Unit</u>	<u>Description and Unit Price Written in Words</u>	<u>Total Price In Figures</u>
1.	Lump Sum	BASE BID. Construction of for the lump sum of Dollars	\$
2.	Lump Sum	For cost associated with trench sheeting, shoring, and bracing, including but not limited to that as required by Labor Code Section 6707, for Bid Item 1, complete in place, for the lump sum of Dollars	\$
Bid Price Sum of Item Nos. 1 & 2		 Dollars	\$

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)

END OF PROPOSAL

A G R E E M E N T

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

W I T N E S S E T H:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the ____ day
of _____, 20_____, approved plans and specifications consisting of the General
Conditions for Buildings and Grounds and Special Conditions 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 City 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 accordance with the aforementioned specifications,

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

(a) To do the work and furnish all the labor, materials, tools, equipment and insurance required for the Douglas Substation Rebuild Phase 2 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 Department for Contract Administration as defined in the Contract Documents.

2. PAYMENT. CITY shall pay CONTRACTOR _____ for the Work to be done under this contract in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of all of the documents described in section 1-1.12 of the General Conditions.

All Contract Documents 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 \$500.00 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

6. 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.

7. 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.

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

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

10. 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.

11. 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 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

CONTRACTOR:

By: _____
ROB JENSEN
City Manager

By: _____
its: _____

ATTEST:

and

By: _____
SONIA OROZCO
City Clerk

By: _____
its: _____

APPROVED AS TO FORM:

Business License #: _____

By: _____
ROBERT R. SCHMITT
City Attorney

INSURANCE BROKER INFORMATION PACKET

Project: Douglas Substation Rebuild Phase 2

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. (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.

TABLE OF CONTENTS

Notice to Insurance Broker	INS-1
Insurance Requirements	INS-2
Public Works Faithful Performance Bond	INS-8
Public Works Payment Bond	INS-10

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 Douglas Substation Rebuild Phase 2. 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, 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 for review.

Please refer to Supplementary Conditions for modifications of the General Conditions 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: \$_____.

Documents should be forwarded to or questions addressed to:

Office of the City Attorney
City of Roseville
311 Vernon Street
Roseville, CA 95678
(916) 774-5325

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

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions of the project:

5-1.19 **INSURANCE COVERAGE.**

A. **Evidence of Maintenance Required.** The CONTRACTOR shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; 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 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	\$2,000,000 each occurrence
	Minor Construction Project	\$4,000,000 aggregate
	(Projects under \$1,000,000)	Personal Injury:
		\$2,000,000 each occurrence
		\$4,000,000 aggregate
	Commercial General Liability for	\$5,000,000 each occurrence
	Major Construction Projects	\$10,000,000 aggregate

(Projects over \$1,000,000)

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 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.

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 the City, its officers, agents, employees, and volunteers.

4. Builder's Risk/Course of Construction Insurance:

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. 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.

5-1.19A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Contract Conditions 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 the Contract Conditions may be fulfilled by self-insurance on the part of the Contractor. However,

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

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

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

the additional insured would be invalid under California Insurance Code Section 11580.04. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of 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 CITY RESERVES THE RIGHT TO WITHHOLD ANY
PROGRESS PAYMENT TO THE CONTRACTOR IN THE EVENT OF
NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

Bond No.	_____
Premium \$	_____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**
(Project: Douglas Substation Rebuild Phase 2)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____
as contractor ("PRINCIPAL") for the public work described as Douglas Substation
Rebuild Phase 2.
(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 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, his or its heirs,
executors, administrators, successors or assigns, shall abide by, and in all respects
perform the covenants, conditions and provisions in said AGREEMENT and any
alteration thereof made as therein provided, on his or 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 and employees, 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, his or its heirs, executors, administrators, successors or
assigns fails to make full, complete and satisfactory repair and replacement or totally
protect the CITY from any loss or damage made evident during that year which results
from or is caused by either defective materials or faulty workmanship in the prosecution

of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

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

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

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

Bond No. _____
Premium \$ _____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: Douglas Substation Rebuild Phase 2)

WHEREAS, the City of Roseville ("City"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as Douglas Substation Rebuild Phase 2. (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 contract price) 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, his or its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in § 3181 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California 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 attorney's 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 § 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

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SECTION 1
DEFINITIONS AND TERMS

1-1.01 **GENERAL.** 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.** Document or written communication issued by the Department during the bidding period which modifies, supersedes, or supplements the Contract Documents.

1-1.04 **BIDDER.** Individual, firm, copartnership, association, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.05 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings and Addenda.

1-1.06 **CHANGE ORDER.** Any additions, deletions, or modifications of the Work to be done after the Agreement has been signed.

1-1.07 **CITY.** The City of Roseville.

1-1.08 **CITY ATTORNEY.** The City Attorney of the City.

1-1.09 **CITY CLERK.** The City Clerk of the City.

1-1.10 **CONTRACT.** Agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Contract incorporates all of the Contract Documents.

1-1.11 **CONTRACT CONDITIONS.** Include the General Conditions, Supplemental Conditions, and Specifications.

1-1.12 **CONTRACT DOCUMENTS.** Include the Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, 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.

1-1.13 **CONTRACTOR.** Individual, firm, co partnership, corporation, association, or any combination thereof, who has entered into the Contract with City.

1-1.14 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.15 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.16 **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 include but are not limited to:

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

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

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

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

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

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

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

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

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

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

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

1-1-17 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.18 **DRAWINGS.** The official Drawings including plans, elevations, sections, detail Drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details of the

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

1-1.19 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.20 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.21 **LIQUIDATED DAMAGES.** The amount prescribed in the Supplemental Conditions to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.22 **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 any of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the 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 referred to in section 1-1.17, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.16.

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

1-1.23 **OWNER.** City of Roseville.

1-1.24 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.25 **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.

1-1.26 **ENGINEER OR ARCHITECT.** Private Engineer or Architect as a person, firm or corporation retained by the City of Roseville for this Work or portions thereof.

1-1.27 **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.

1-1.28 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.29 **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.

1-1.30 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

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 which the Contractor fails to carry out promptly.

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The intent of the Contract Documents is to prescribe 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 is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a satisfactory and workmanlike manner.

2-1.03 **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.

The Supplemental Conditions shall govern over the General Conditions and the Drawings. In the event of any discrepancy, between any Drawing and the figures written thereon, the figures shall be taken as correct. Detail Drawings shall prevail over general Drawings and General Notes shall prevail over Drawings. The Specifications shall prevail over the Drawings. The Contract Conditions shall prevail over the Bidding Documents. The Contract shall prevail over the Contract 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 apply to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Contract Documents, reference shall be made to the Director. The decisions of the Director shall be final.

2-1.04 **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 and Technical Conditions, and offers of alternatives, if any. Such submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least seven (7) copies of the Submittals to the Director. 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.

2-1.04A **SHOP DRAWINGS.** The Contractor shall submit at least seven (7) copies of all shop Drawings required by the Supplemental Conditions or Specifications. Two (2) copies will be returned to the Contractor either approved for use or returned for correction and resubmittal. 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 (24") inches by thirty-six (36") inches.

2-1.04B **DESCRIPTIVE DATA.** The Contractor shall submit seven (7) copies of each set of manufacturer's brochures or other data required by the Supplemental Conditions or

Specifications. The City will examine such submittals and return two (2) copies either approved for use or returned for correction and resubmittal.

2-1.04C **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.

2-1.04D **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A. **Manuals and Instructions.** Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit three (3) sets of manuals, suitably bound, along with three (3) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include:

1. Start-up instructions
2. Normal operation instructions
3. Trouble shooting instructions
4. Lubrication instructions
5. Maintenance and reinstallation instructions
6. Parts identification
7. List of spare parts recommended to have on hand
8. Operator safety

In addition, all operation and maintenance manuals for electrical equipment shall include:

9. Equipment ratings
10. Calibration curves and rating tables if appropriate

Operation and maintenance manuals for complex equipment shall also include:

11. Alternate specified operating modes
12. Emergency shutdown instructions
13. Normal shutdown instructions
14. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 1, 2, 3, 11, 12, 13 and 14 as well as the instructions for the separate pieces of equipment.

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

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

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

2-1.04E **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.” 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 his proposal for an alternative in writing. Such request shall be made in ample time to permit approval without delaying the Work.

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.

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 his or her letter of transmittal, material deviations from the Contract Documents shall void the submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.05 **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 his construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.06 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit his construction operations to the Work Site unless otherwise shown on the Drawings or specified. The Contractor shall perform no operation of any nature over or on the Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.07 **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.

2-1.08 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.09 **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 he or she shall satisfy the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

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

2-1.10 **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 Drawings and as required for the proper operation and function. The Contractor shall stake his Work area limits.

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.

2-1.11 **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 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.

2-1.12 **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.

2-1.13 **AS-BUILT PLANS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon 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 in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit as built electrical Drawings and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.14 **SUPERINTENDENCE.** 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.

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

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

Whenever the Contractor or his or her 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.

2-1.15 **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.

2-1.16 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work of 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.

Whenever the Contractor intends to perform Work on Saturday, Sunday, or a legal holiday, he or she shall give notice to the Director of such intention forty-eight (48) hours prior

to performing such Work, or such longer period as may be specified so that the Director may make necessary arrangements.

2-1.17 **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 Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

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

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Department reserves the right to order changes in the Contract at any time prior to the Acceptance of the Work by the Director, and the Contractor shall comply with such order. Department also reserves the right to use its own forces or to contract with others to accomplish changes in the Work at its discretion. Changes or deviations from the Contract shall not be made without authority in writing from the Director, and any change to the Work without the Director's written approval will be considered unauthorized Work and will not be paid for.

On the basis set forth in this Section 3, the Contract Lump Sum Price shall be adjusted for any ordered change, which results in a change in the cost of the Work.

When ordered by the Director, the Contractor shall halt Work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Director of the reasons for such change; however, Work in the area affected shall not be discontinued unless ordered by the Director.

For any approved change in the Work, the Contractor shall be entitled to an adjustment in time equal to the number of Days which completion of the entire Work is delayed due to the changed Work. The Contractor's cost estimate for the changed Work shall state the amount of extra time, if any, that he or she considers should be allowed for making the requested change. Failure to request additional time when submitting such estimate shall constitute a waiver of the right to later claim any adjustment in time based upon changed Work. Disagreement as to time adjustments shall not affect Contract price adjustments, nor shall it be cause for not proceeding

with the changed Work when ordered by the Director. The Contractor shall have the right, however, to further pursue a time adjustment in the event an agreement is not reached. The Contractor shall not be entitled to a time extension or adjustment for any Change Order or delays in activities not on the critical path unless the delay or change exceeds the total float of the activities being delayed or changed.

3-1.02 **ORDINARY 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 his proposed price to be added or deducted from the Contract price due to the change. 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 his 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 3-1.04, "Agreed Cost for Change Orders," 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 3-1.05, "Failure to Agree to the Cost of Change Orders," of these General Conditions.

If the Contractor fails to submit his 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, unless the Contractor, within fifteen (15) Days following completion of changed Work, presents proof to the satisfaction of the Director that the Director's estimate of cost was in error.

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 ordinary Change Orders in Section 3-1.02 of these General Conditions.

3-1.04 **AGREED COST FOR CHANGE ORDERS.** If the Director and the Contractor agree as to the adjustment in compensation for the performance of changed Work on the basis of the Contractor's proposed cost estimate of the Work, the Contract price will be adjusted accordingly. The agreement shall be in writing and executed by both parties.

3-1.05 **FAILURE TO AGREE TO THE COST OF CHANGE ORDERS.**
When a proposed Change Order decreases the cost of the Work and the Director and the

Contractor fail to agree upon the decreased cost thereof, the Director's estimated decrease in cost shall be deducted from the Contract price. The Contractor will be allowed fifteen (15) Days after receipt of a Contract Change Order approved by the Director, in which to file a written protest setting forth in what respects he or she differs from the Director's estimate of decreased cost, otherwise the decision of the Director to deduct the estimate of decreased cost shall be deemed to have been accepted by the Contractor as correct.

In the event the Director and the Contractor fail to agree on the cost of a Change Order which increases the cost of the Work, the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required by the ordered change. At the end of each day's Work, the Contractor shall review the Director's daily job record comparing with his own records, and after agreement is reached, the daily job record shall be signed by both the Director and the Contractor and shall become the basis for payment for the changed Work. Upon completion of the Work under the Change Order, the Contractor shall submit an invoice listing only those items of labor, materials and equipment that were agreed to by both the Director and the Contractor to be in addition to the requirements of the Contract, together with allowable markups.

When there is a failure to agree as to cost, no payment for the changed Work will be made to the Contractor until all Work called for in the Change Order has been completed, except that progress payments may be made on those portions of the changed Work which the Contractor and the Director agree as to cost.

3-1.06 **ALLOWABLE COSTS FOR CHANGE ORDERS.** The only costs which will be allowed because of changed Work and the manner in which Such costs shall be computed are set forth in Sections 3-1.06(A) through 3-1.06(E) of these General Conditions.

Where the term "actual cost" is used in the aforesaid sections, it shall be deemed to mean "estimated cost" where the adjustment in compensation is of a necessity based upon estimated costs.

3-1.06(A) **LABOR.** The Contractor will be paid an amount based on the actual cost for labor and supervision directly required for the performance of the changed Work, including 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.

3-1.06(B) **MATERIALS.** The Contractor will be paid an amount based on the actual cost of the materials directly required for the performance of the changed Work. 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 the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for such materials. 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 him or her from the actual supplier, 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. 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.

3-1.06(C) **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 Hundred Dollars (\$100) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned, furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the Work is performed.

3-1.06(D) **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:

16 1/2 percent for labor;

16 1/2 percent for materials; and

16 1/2 percent for equipment rental.

The above markups include full compensation for bonds, profit and Overhead and shall not include work done by a subcontractor. 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 sixteen and one-half percent (16.5%) 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 sixteen and one-half percent (16.5%) 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.

3-1.06(E) **GENERAL LIMITATIONS.** In no event shall any actual cost for added Work be recognized in excess of market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the Director that he or she investigated all possible means of obtaining such Work at prevailing market values and that the excess cost could not be avoided. The Director shall determine the necessity for incurring the costs enumerated above, and as to whether they are directly at the option of the Director. When a Change Order deletes

Work from the Contract, the computation of the cost thereof shall be the values that prevailed at the time bids for the Work were opened.

When Change Order Work is performed by a subcontractor, Contractor's compensation shall be based on all Direct Costs as listed in the subcontractor's portion of the proposal and an amount determined by the Director not to exceed fifteen percent (15%) to Contractor as Overhead and profit.

It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost items, and that the costs of such Overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased Overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order.

3-1.07 If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) calendar Days provide a commensurate increase in the penal amounts of the bonds required.

SECTION 4

CONTROL OF MATERIALS

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

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

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

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

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

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

The Contractor will be held responsible for all materials furnished to him or her, 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.

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 a part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by 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 the 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 his or her expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

A. Inspection and Access for Testing: The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and the conformance with the 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 his or her 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 considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of

the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, to cover his or her 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, he or she 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 his or her 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 his duty to satisfactorily complete all Work required by the Contract Documents.

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

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

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

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

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

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

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

Contractor shall be billed for each additional test.

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

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

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions

require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

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

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

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

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1.01 **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of his or her 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. The Contractor shall protect and indemnify the City or any of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by him or herself or his or her 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 (\$25) Dollars for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said Section 1815.

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, medical disability, medical condition, marital status, age, sex or sexual orientation. 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 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 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 shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City Fifty Dollars (\$50) 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 public work done under the Contract by the Contractor or by any subcontractor under the Contractor 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 the Contractor or 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 Contract.

Pursuant to Labor Code Section 1773.2, 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.

Prevailing Wage Rates to be posted at the job site will be furnished by the Department.

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 his or her Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

5-1.05 **TRAVEL AND SUBSISTENCE PAYMENTS:** [Reserved]

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 his or her subcontractors.

A. Each Contractor and 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 him or her in connection with the public work.

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

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

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

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

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

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

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor- management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor

management committee reasonable attorney's fee 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 chapter.

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) working 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 with 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 progress payment or final payment then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

5-1.07 **SAFETY.** 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 job 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 worksite 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 IIP (Illness and Injury Protection 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.

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 Material Safety Data Sheet (MSDS) for each chemical expected to be used to complete 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 his or her operations.

In accordance with State Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. 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. The detailed Plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a registered civil or structural engineer in the State of California as required. 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 his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred (100') or more square feet 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.

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. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection, as provided in his proposal as separate Bid Items.

5-1.08 **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. 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, 455 Golden Gate Avenue, San Francisco, California, 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.

5-1.09 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.10 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to his 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."

5-1.11 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Government Code Section 11017.

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

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

The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M.

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.

5-1.12 **USE OF PESTICIDES.** The Contractor shall comply with all 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 on the Contract.

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.

5-1.13 **SOUND CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound 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.

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

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, and employees 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.

5-1.15 **PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses in coordination with the Director and give all notices necessary and incident to the due and lawful prosecution of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. All fees and connection charges specifically related to the Work shall be paid by City. The Contractor shall obtain and maintain a City business license.

5-1.16 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed

pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, and lakes from pollution with fuels, oils, bitumen, 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.

5-1.17 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walks, 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 48 hours of occurrence.

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

If the Contractor damages any buildings, roads 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.

5-1.18 **RESPONSIBILITY FOR DAMAGE.** The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and the City Director, 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, his or her 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 harmless the City of Roseville, and its officers, Directors, agents, subcontractors, employees, and volunteers from all 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 the performance of the Contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778.

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

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Roseville, and its officers, agents, employees, and volunteers from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary on the part of the City, the Contractor, the subcontractor or employee of any of these, except that such duty does not apply where the injury or damage is due to the sole or active negligence of the City.

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.

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 7-1.05, "Partial 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.

5-1.19 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at all times, maintain in full force and effect the insurance required by this section; and the Contractor shall not allow any subcontractor to commence Work until similar insurance required of the subcontractor has been obtained and filed. A 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. The Certificate shall provide that at least ten (10) Days prior written notice 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 workers' compensation insurance shall be maintained as follows:

- | | | |
|----|---|--|
| 1. | Commercial General Liability for
Minor Construction Projects
(Projects under \$1,000,000) | \$2,000,000 each occurrence
\$4,000,000 aggregate
Personal Injury:
\$2,000,000 each occurrence
\$4,000,000 aggregate |
| | Commercial General Liability 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 volunteers, as additional insured (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither 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.

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 workers' compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

4. Builder's Risk/Course of Construction Insurance: 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. 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.

5-1.19(A) **OTHER INSURANCE PROVISIONS.**

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

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

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

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

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

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

5-1.20 **THIRD PARTY BENEFICIARY.** Nothing in the Contract is intended to make the public or any member thereof a third party beneficiary hereunder, nor is any term

and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

5-1.21 **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

ACCEPTANCE. The Department reserves the right to occupy all or any part of the project prior to completion of the entire Contract, upon written order therefor. In such event, the Contractor will be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the Department. If the Contractor carries insurance against damage to such Premises or against liability to third persons covering the Premises so used and occupied by the Department, and of such occupancy results in increased premiums for such insurance, the Department will pay to the Contractor the added cost for such insurance during the period of occupancy.

Such occupancy does not constitute Acceptance by the Director either of the complete 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 guarantee period after such Acceptance, as provided in Section 7-1.09, "Guarantee," of these General Conditions.

5-1.22 **RIGHT TO OPERATE UNSATISFACTORY 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 until they can, without damage to the City, be taken out of service for correction or replacement. Such period of use of the defective facilities, pending correction or replacement, shall in no way decrease the guarantee period required for the acceptable corrected or replaced items of materials or equipment.

5-1.23 **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 he shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

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

A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.

B. Occupancy and use by the Department or the public prior to the completion of the entire project.

C. Acts of the Federal Government or the public enemy.

5-1.24 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at his or her 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 observe at his or her 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 he or she shall be liable for any or subsequent to discovery thereof, and he or she shall repair and make good such damage at his or her own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the 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 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 he or she will be held responsible for their repair 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 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 his proposed construction schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the 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, he 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.

5-1.25 **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 7-1.05, "Partial Payment," 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 7-1.05.

5-1.26 **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.

5-1.27 **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 the Contract.

5-1.28 **PATENTS.** 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 agrees to indemnify and save 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.

5-1.29 **PAYMENT OF TAXES.** 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.

5-1.30 **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.

5-1.31 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet below the surface City and Contractor shall comply with the following:

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

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-1.32 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. All persons engaged in the Work will be considered as employees of the Contractor. The Contractor shall give his or her personal attention to the fulfillment of the Contract and shall keep the Work under his or her control. 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 Contractor shall not substitute any person as subcontractor in place of a subcontractor listed on his bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject him or her to penalties which may include cancellation of Contract, assessment of ten percent (10%) of the subcontractor's bid, and disciplinary action by the State Contractors' License Board.

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 his surety of

their responsibilities under the Contract nor will the Director consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to him or her under the Contract and such assignment will be recognized by the Department, 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 Department 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 Department for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** The Contractor shall begin Work within fifteen (15) Days after receiving Notice to Proceed from the Director and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions.

The Contractor shall notify the Director, in writing, of his or her 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 location of Work, a separate notice shall be given for each location.

Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by him or her in advance of the said date of approval shall be considered as having been done by the Contractor at his or her own risk and as a volunteer unless said Contract is so approved.

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 calendar Days set forth above for completion of the Work, and shall be subject to favorable review by the Director.

B. CPM Schedule: The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a critical path method (CPM) format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book "CPM in Construction, A Manual for General Contractors," or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and Acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction

activities, the submittal and favorable review of samples of material and shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the construction schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant submittals shall be scheduled along with manual submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)
- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)
- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) calendar Days after receipt of 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) calendar 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 his or her method of operating and scheduling, he or she shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) calendar Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network

diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review: Once each month, on a date mutually agreed upon, but no later than seven (7) working Days after the monthly schedule progress report date, a jobsite 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 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) working Days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with his or her 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 **TEMPORARY SUSPENSION OF WORK.** The Director shall have the authority to suspend the Work wholly or in part, for such period as he or she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as he or she may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract.

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.

If a suspension of Work is ordered by the Director, due to normal inclement weather, or due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, the Days on which the suspension order is in effect shall not entitle the Contractor to an extension of time.

If any delay to the current controlling operation or operations is caused the Contractor by specific order of the Director to stop Work due to any reason other than those described in the preceding paragraph, and such suspension of Work is without the fault or negligence of the Contractor, such delay, if it affects construction tasks which are considered to be "controlling" on the construction schedule, will entitle the Contractor to an equivalent extension of time, except as otherwise provided in the paragraphs herein covering "Termination of Contract." Application for extension of time shall be presented in writing to the Director within fifteen (15) Days of start of delay and shall be accompanied by the formal consent of the Sureties, but an extension of time, whether with or without such consent, shall not release the Sureties from their obligation which shall remain in full force until the discharge of the Contract. The decision of the Director with regard to such requests shall be final.

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 his or her 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, demolition, and all other Work within the number of calendar 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 (2") inches.

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 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 or their designee.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar 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 finishing the Work in excess of the number of Days prescribed; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the Department 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 Director shall have the right to increase the number of Days or not, as he or she may deem best to serve the interest of the City, and if he or she decides to increase the said number of Days, he or she shall further have the right to charge to the Contractor, his or her heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as he or she 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.

The Contractor will be granted an extension of time and will not be assessed with Liquidated Damages or the cost of engineering and inspection for any portion of the delay in completion of the Work beyond the time named in the Supplemental Conditions for the completion of the Work caused by acts of God or of the public enemy, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, freight embargoes, and unusual inclement weather as described in Section 6-1.07; provided, that the Contractor shall notify the Director in writing of the causes of delay within fifteen (15) Days from the beginning of any such delay. The Director shall ascertain the facts and the extent of the delay, and his or her findings thereon shall be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Director documentary proof that he or she has diligently made every effort to obtain such materials from all known sources within reasonable reach of the Work and further proof in the form of supplementary progress schedules, as required in Section 6-1.04, "Progress Schedule" of these General Conditions that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time.

If the Contractor is delayed in completion of the Work by reason of changes made under Section 3, "Changes in the Work," of these General Conditions or by any act of the Director or of the Department, not contemplated by the Contract, an extension of time commensurate with the

delay in completion of the Work thus caused will be granted and the Contractor shall be relieved from any claim for Liquidated Damages, or engineering and inspection charges or other penalties for the period covered by such extension of time; provided that the Contractor shall notify the Director in writing of the causes of delay within fifteen (15) Days from the beginning of any such delay. The Director shall ascertain the facts and the extent of the delay.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for Liquidated Damages or engineering and inspection charges for any period of delay in completion of the Work other than that expressly provided for in this Section 6-1.08. Progress payments made after the completion date shall not be construed as a waiver of Liquidated Damages.

6-1.09 **CLAIMS FOR EXTRA COMPENSATION FOR DELAYS.** It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost items, and that the costs of such Overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased Overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF CONTRACT – “CONVENIENCE OF CITY.”**

The Department reserves the right to terminate the Contract at any time if the Director determines that to do so would be in the best interest of the City.

Termination of the Contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

1. The Director will issue the Contractor a written notice signed by the Director, specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Director, the Contractor shall:

(a) Stop all Work under the Contract except that specifically directed to be completed prior to Acceptance.

(b) Perform Work the Director deems necessary to secure the project for termination.

(c) Remove equipment from the site of the Work.

(d) Take such action as is necessary to protect materials from damage.

(e) Notify all subcontractors and suppliers that the Contract is being terminated and that their Contracts or orders are not to be further performed unless otherwise authorized in writing by the Director.

(f) Provide the Director with an inventory list of all material 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 Director may request.

(g) Dispose of material not yet used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including material for which partial payment has been made as provided in Section 7-1.05, "Partial Payments,"

of these General Conditions and with bills of sale or other documents of title for such materials.

(h) Subject to the prior written approval of the Director, settle all outstanding liabilities and all claims arising out of subcontracts or orders for material terminated hereunder. To the extent directed by the Director, the Contractor shall assign to the Department all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

(i) Furnish the Director with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.

(j) Take such other actions as the Director may direct.

2. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.05, "Partial 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.

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.

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, he or she will recommend that the Director formally accept the Contract, and immediately upon and after such Acceptance by the Director, the Contractor will not be required to perform any further Work thereon and shall be relieved of his or her Contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the Director.

3. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

(a) The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

(b) A reasonable allowance for profit on the cost of the Work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that he or she 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.

The provisions of this Section shall be included in all subcontracts.

6-1.10B **TERMINATION OF CONTROL - "DEFAULT OF**

CONTRACTOR." Failure to supply an adequate working force, or material of proper quality, or in any other respect to prosecute the Work with the diligence and force specified by the Contract, is grounds for termination of the Contractor's control over the Work and for taking over the Work by the City. Contractor shall take such action as is reasonably necessary to protect materials from damage and safely secure the site, as directed by City.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** The Contract 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, when the whole shall have been completed in all respects in accordance with the provisions of the Contract Documents to the full satisfaction of the Department.

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 Director, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the Director 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 protest provisions in Section 3, "Changes in the Work," or Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions.

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 fifteen (15) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

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 he or she 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 written Notice of Potential Claim as herein required was filed.

The claims process specified in this Section 7-1.03 does not supplant the requirement to present a statutory claim as required by the Government Claims Act, Cal. Gov't Code § 905, prior to the filing of an action.

7-1.04 **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..

7-1.05 **PARTIAL PAYMENTS.** The Contractor, once in each month shall prepare a request for partial payments, for approval by the Director. The estimate shall include the total amount of Work done and acceptable materials, provided such acceptable materials meet the conditions set forth in Section 7-1.06.

The Department shall retain five percent (5%) of such estimated value of the Work done and five percent (5%) of the value of materials so estimated to have been furnished, delivered and unused or furnished and stored as described in Section 7-1.06, as partial security for the fulfillment of the Contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Director, the Work is not proceeding in accordance with the provisions of the Contract, or when in his or her judgment the total value of the Work done since the last estimate amounts to less than Three Hundred (\$300) Dollars.

No such estimate or payment shall be construed to be an Acceptance of any defective Work or improper materials.

Attention is directed to the express prohibition against payment to unlicensed Contractors, the provisions of which are set forth in Section 1-1.02, "Competency of Bidders," of the Instruction to Bidders.

7-1.06 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**
Partial payments may be made to the extent of seventy-five percent (75%) of the delivered cost

of materials and equipment to be incorporated in the Work, provided that such materials 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. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

A. Equipment and materials will only be eligible if given conditional or final Acceptance by the Director and are in apparent compliance with favorably reviewed shop Drawings.

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 in project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material 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 shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.07 **PAYMENT OF WITHHELD FUNDS.** Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to 7-1.05 of General Conditions without any retention. If the Contractor so elects, he or she and a City approved escrow company shall execute a City form retention agreement in a form approved by the City Attorney and meeting all requirements imposed by the City Attorney (copies of which are available in the Office of the City Attorney) by which the Contractor shall deposit with the escrow company securities with a value equivalent to the retention which would otherwise be withheld by the City. Said security and agreement shall be as provided in California Public Contracts Code Section 22300, and shall be approved by the City both as to sufficiency and form.

7-1.08 **FINAL PAYMENT AND CLAIMS.** Final payment will be made within fifteen (15) working Days following the expiration of the thirty-five (35) calendar day lien

period. The start of this period is the date the County Recorder files the Notice of Completion. Notwithstanding the foregoing, the retention monies described in section 7-1.05, exclusive of stop payment notice withholds, shall be released in accordance with law.

7-1.09 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.08, "Final Payment and Claims," 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 7-1.08, 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 7-1.09, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.10 **GUARANTEE.** The Contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the Contract, and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of Acceptance of the Contract, unless a longer guarantee period is required by the Supplemental Conditions.

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 within the guarantee period specified, 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) calendar Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract 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 guarantee, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, he or she 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 attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's and equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors. Stated in another manner, the warranty contained in this section shall not amount to nor shall it be deemed to be a waiver by the City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have against the supplier of the equipment to be furnished under the Contract Conditions for defective workmanship or defective materials or against the Contractor under the laws of this State pertaining to acts of negligence.

7-1.11 **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 him or her, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any

materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this Paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS

Project: Douglas Substation Rebuild Phase 2

Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
X	ELECTRIC SPECIFICATIONS 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: 2090 Hilltop Circle, Roseville, CA 95747

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.16 **DEPARTMENT.** Section 1-1.16 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Electric
Department of the City of Roseville.

SECTION 2. CONTROL AND SCOPE OF WORK

2-1.04 **SUBMITTALS.** Section 2-1.04 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 5 Days after receipt of the submittal by the Director.

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.11 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.11 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is not present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 30 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 5 Days after receiving a notice to proceed and shall diligently prosecute the Work to completion. The Work shall be completed in accordance with the timeline stated in the construction specification.

If landscaping plants require an establishment period, that period will be _____ calendar days. Start of the establishment should be as outlined in the technical specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$500.00 per day.

SECTION 7: ACCEPTANCE AND PAYMENT

There are no amendments to the General Conditions.

[END OF SUPPLEMENTAL CONDITIONS]

SPECIFICATIONS

Project: Douglas Substation Rebuild Phase 2

**SPECIFICATION
DOUGLAS SUBSTATION REBUILD
CONSTRUCTION SPECIFICATION**

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1. **SCOPE OF WORK**

- 1.1 This Specification covers the labor, supervision and materials required to rebuild the Douglas Substation. This project consists of the following: clearing, grubbing, drilling for pier foundations, concrete curbs, construction of reinforced concrete foundations, installation of underground electrical conduits, grounding and grounding pigtails as shown on drawings and as needed, and asphalt concrete drive.
- 1.2 Work Included: Contractor shall perform all labor, coordination, supervision, surveying, inspection, site and laboratory testing that is required to construct the substation rebuild. All labor, material, testing and associated construction costs are the responsibility of the Contractor unless specifically stated otherwise.

The principal components of the work include, but are not limited to the following:

- 1.2.1 Establish the reference and boundary lines.
- 1.2.2 Demo reinforced concrete foundations as shown on drawings.
- 1.2.3 Construct concrete foundation for the 60-kV control building, 60/12-kV transformer, and pier foundations as shown on the drawings.
- 1.2.4 Furnish and install underground low voltage control wiring conduits and associated junction boxes as shown on drawings.
- 1.2.5 Furnish and install substation grounding system as shown on drawings, as well as repair substation grounding system as necessary for excavation and construction of concrete foundations.
- 1.2.6 Remove and dispose of all surplus materials including surplus excavated materials from sites.
- 1.3 This Specification shall be used together with the following:
- 1.3.1 Construction drawings listed in Section 3.
- 1.3.2 The Supplemental Conditions.
- 1.3.3 Roseville Electric Specifications for Commercial Construction.
- 1.3.4 Other standard specifications.
- 1.3.5 General Conditions for Buildings and Grounds.

In case of any conflicts between the requirements stated above, the order of precedence shall be as follows:

- A. Construction drawings listed in Section 3 (highest).
- B. The Supplemental Conditions.
- C. This Specification.
- D. Other standard specifications.
- E. General Conditions for Buildings and Grounds.

2. GENERAL PROVISIONS

- 2.1 Contractor shall examine the site and determine the amount, nature and difficulty of the proposed work. Contractor shall evaluate the requirements of the plans, specifications, bid package and existing conditions and bid accordingly. Contractor shall satisfy himself/herself of the soil conditions prior to bidding this project. The contract price shall be based on a lump sum basis.
- 2.2 If there is a doubt as to the true meaning of any part of the plans, specifications, or the contract documents or if discrepancies in or omissions from the drawings or specifications are found, a written request should be made to the City for interpretation. No payment will be made to the Contractor because of error, negligence or failure to become familiar with the existing conditions or requirements of the plans, specifications and bid package.
- 2.3 The safety of all materials and labor used in this project is left solely to the Contractor. Any loss due to weather, acts of God, vandalism, theft, poor workmanship, or any other loss is the responsibility of the Contractor and it is assumed to be part of this bid and bid price. City will not be responsible for the loss of any material and/or labor.
- 2.4 Appropriate tarps and covers shall be used to protect all open trenches, excavations and removed materials that are planned to be used for backfill from wind, rain and other weather conditions.
- 2.5 Underground Service Alert (USA) must be called before any digging is started. The phone number of USA is 1-800-642-2444. There are existing underground installations in the working area including electrical power cables installed by the City, water and sewer lines, gas and telephone facilities. The as-built drawings are available for inspection at the Electric Department. These drawings are not exact and the Contractor agrees to hold the City harmless for any errors that may be on the plans or for any damage that the Contractor may do to existing facilities due to the plans. Any damage to existing underground facilities including the electrical power cables or to the conduit system done by the Contractor is the

complete responsibility of the Contractor. **There are existing underground conductors energized at 12,000 volts on and adjacent to this site.**

- 2.6 There are existing exposed 60-kV energized conductors above the working areas. All work under these exposed conductors shall be restricted at ground level only. Outage and clearance must be pre-arranged with Roseville Electric before working in close proximity to the live conductors. Overhead conductors **will not be removed** to allow access for drilling equipment. Drilling equipment must be of a height as to not interfere or damage overhead conductors.
- 2.7 All work inside the existing energized Douglas Substation will be under the supervision of City of Roseville Electric Department's representative to ensure all relevant safety procedures are followed.
- 2.8 If work is performed within 10 feet of normally energized equipment, suitable type of protective clothing shall be used by all persons per specification 2.9 below. The 10 feet is not the reach distance. It is measured as a footprint with a 10-foot perimeter around all normally energized equipment including wire, overhead line, bus and underground cable. Inside this perimeter, approved FR protective clothing shall be worn. When working at ground level only in an area without any aboveground energized conductors, if the work does not dig in or expose any underground live cables, the FR clothing requirement may be waived with the approval from Roseville Electric site supervisor or Engineer.
- 2.9 When working within the 10-foot perimeter of energized equipment as defined by 2.8 above, no clothing made from acetate, nylon, polyester, and rayon alone or in blends shall be worn. Clothing or underwear worn next to the skin shall be made of FR material or natural fibers. Caution – some of the new synthetic materials melt at temperatures as low as 140 deg. C. Personnel that may be exposed to an electric arc shall wear the FR shirt rated at 8 ATPV over 100% cotton T-shirt in conjunction with FR pants rated at 8 ATPV. Worn and threadbare denim pants do not have the ignition or protective level required shall not be worn. The FR shirt sleeves shall be rolled down and secured at the wrist when exposed to the potential thermal hazard area.
- 2.10 Contractor shall coordinate and comply with the statutory requirements of all relevant authorities for the due and lawful prosecution of the work. The contractor shall be liable for all monetary fines assessed during construction due to non-compliance on the part of the contractor and subcontractors.
- 2.11 Unless otherwise approved by the Engineer, the normal working hours shall be limited to Monday through Friday, excluding City's holidays, between 7 a.m. and 3:30 p.m.
- 2.12 Contractor shall preserve the existing landscape surrounding the substation site. Any damage done to the landscaping in the surrounding area by the Contractor shall be

repaired to the City's satisfaction at the cost of the Contractor. This cost is assumed to be part of this bid and bid price.

- 2.13 **Except as otherwise provided in Section 2.14, Contractor shall furnish all materials, utilities, electrical power, supplies, tools, construction equipment, temporary traffic facilities, and all items of consumable nature that are required to complete the work.**

- 2.14 The following lists the items that will be furnished by the City:

2.14.1 Anchor bolts and anchor bolt templates for the concrete pier foundations for steel structures.

2.14.2 Anchor bolts for transformer foundation.

- 2.15 A mandatory prebid meeting will be held at the Electric Department on Thursday September 22nd, 2016 at 10:00 a.m. An inspection of the project site will follow immediately. FR clothing per sections 2.8 and 2.9 shall be required for the on-site inspection.

- 2.16 **Contractor Submittals and Qualification-** Along with the bid submittal, contractor shall provide a list of substation projects for Electric Utilities only that have been completed in last ten years. The project list shall include scope of work, total contract amount, change orders and number of weeks to complete the entire project. The client list shall include the name, address and contact phone numbers of all companies for which the contractor has previously built related projects. **Contractor and its foreman or supervisor assigned for this project must have performed construction projects in at least three electric substations at 60-kV or above, during the last ten years. Please identify the name and location of your three most recent electric substation projects. Bids will be rejected by any Contractor that does not meet these requirements/qualifications.**

- 2.17 **Time of Completion:** Due to operational constraints, one of the two 60kV transformers must stay energized during construction. Construction will be broken into two phases with a time gap in between to complete installation of electrical equipment. The Contractor shall perform all specified work within the following number of days after the date on the Notice to Proceed:

Begin Site Construction	5 calendar days
60kV Control Building Foundation	20 calendar days
Complete All Phase 1 Work	60 calendar days
Break	
Start Phase 2 Work (2 nd Notice to Proceed)	May 15, 2017 (Estimated)
Complete Phase 2 Work	60 calendar days after phase 2 start

- 2.18 **Prevailing Wages and DIR Registration Notice** - A portion of the services described herein are for publicly funded projects, considered "public works" as defined by

California Labor Code Section 1720 et seq. Any Consultant awarded a contract as the result of this RFP shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services performed under any resulting contract. Fee schedules must differentiate hourly rates for public works and private development projects and be consistent with applicable prevailing wage requirements.

Provide documentation verifying that your firm and any sub-consulting firm is registered with the Department of Industrial Relations (DIR), including the Public Works Contractor (PWC) Registration Number for all firms. Consultants are hereby notified that this agreement and task agreements hereunder are, as applicable, subject to compliance monitoring and enforcement by DIR.

2.19 Mitigation Monitoring and Reporting –

Mitigation Measure CR-1 (Previously Unidentified Cultural Resources)

- (a) Construction shall stop if potential cultural resources are encountered. It is possible that previous activities have obscured surface evidence of cultural resources. If signs of an archeological site, such as any unusual amounts of stone, bone, or shell, are uncovered during grading or other construction activities, work shall be halted within 100 feet of the find and the Roseville City Manager's Office shall be notified. A qualified archeologist shall be consulted for an on-site evaluation. If the site is or appears to be eligible for listing in state or federal registers, additional mitigation, such as further testing for evaluation or data recovery, may be necessary.
- (b) In the event resources are discovered, the City shall request a qualified archaeologist assess the find, and determine whether the resource requires further study. Any previously undiscovered resources found during construction should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance under all applicable regulatory criteria.
- (c) No further grading shall occur in the area of the discovery until the City approves the measures to protect the resources. Any archaeological artifacts recovered as a result of mitigation shall be donated to a qualified scientific institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study.

Mitigation Measure CR-2 (Previously Unidentified Paleontological Resources)

If substantial fossil remains (particularly vertebrate remains) are discovered during earth-disturbing activities on the project site, activities will stop immediately until a state-registered professional geologist or qualified professional paleontologist

can assess the nature and importance of the find and a qualified professional paleontologist can recommend appropriate treatment. Treatment may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection and may also include preparation of a report for publication describing the finds. The applicant will be responsible for ensuring that recommendations regarding treatment and reporting are implemented.

Mitigation Measure CR-3 (Inadvertent Discovery of Human Remains)

If human remains are discovered during any phase of construction, including disarticulated or cremated remains, the construction contractor shall immediately cease all ground-disturbing activities within 100 feet of the remains and notify Mark Morse, Environmental Coordinator, City of Roseville City Manager's Office.

In accordance with California State Health and Safety Code Section 7050.5, no further disturbance shall occur until the following steps have been completed:

- (a) The County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code (PRC) § 5097.98.
- (b) If the remains are determined by the County Coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. It is further recommended that a professional archaeologist with Native American burial experience conduct a field investigation of the specific site and consult with the Most Likely Descendant (MLD), if any, identified by the NAHC. As necessary and appropriate, a professional archaeologist may provide technical assistance to the MLD, including but not limited to, the excavation and removal of the human remains.

3. DRAWING LIST

310C1-09	Douglas Substation Vicinity Map
310C1-17	Grading and Spill Containment Plan
310C1-19	Douglas Substation Location and Storm Drain Path
310C1-101	60kV Control Building Foundation Plan (Representative)
310C1-102	60/12kV Transformer (ST24) Foundation Plan (Representative)
310C1-20A	Plan View (Final Configuration)
310C1-20B	Foundation Plan
310C1-20C	Conduit Plan
310C1-20D	Demolition Plan
310C1-20E	Ground Grid Plan
310C1-20F	New Foundation Details

310C1-46	Existing J-Box and Conduit Layout (Reference only)
74-77	Existing Incoming 60kV Structure Foundation Details

4. EXISTING SITE CONDITIONS

- 4.1 Existing underground electrical cables energized at 12,000 volts and other control cables are on this site.
- 4.2 The existing site has been graded. After modification work for the project, all area must be restored to the original grading.
- 4.3 Soils investigation has been carried out at the existing substation.
- 4.4 Topographic Survey has not been conducted on the site.
- 4.5 A copy of the Geotechnical Report is included in this manual. Contractor shall review this report and bid accordingly.
- 4.6 An SWPPP shall be provided by the City for the Contractor to comply with during construction. Contractor shall be responsible for providing all erosion and sediment control BMPs. A copy of the BMPs required for Phase 1 construction is attached for reference.

5. CONSTRUCTION SURVEYING

- 5.1 The Contractor shall lay out all proposed improvements in accordance with the plans and these specifications.
- 5.2 Contractor shall layout all proposed improvements from lines established by the drawings.

6. SITE PREPARATION AND GRADING

- 6.1 Contractor shall prepare the site in accordance with the drawings and these specifications. Site preparation shall include clearing of existing debris, grading and sub-grade preparation. All trench work must be inspected by Roseville Electric before backfilling.
- 6.2 Sub-grade preparation shall include areas that will receive crushed rock and aggregate base.
- 6.3 The area within the limits of the substation site shall be cleared and graded.
- 6.4 Clearing shall consist of removal of debris, vegetation, waste, or other unacceptable sub-

grade material.

- 6.5 Grading shall include construction of embankment, cutting, shaping, blading, and rolling and all other operations necessary to achieve the proposed elevations, slope and compaction.
- 6.6 The intent of the grading information shown on the drawings is to provide for a free draining surface.
- 6.7 Grade tolerance for sub-grade and cut or fill slopes shall be plus or minus one inch from the finished elevation shown on the drawings. However, the tolerance shall not create small pools or otherwise affect the intent of the free draining surfaces.

7. EARTHWORK AND COMPACTION

- 7.1 Immediately prior to surfacing, the sub-grade shall be shaped to the grade and cross section indicated on the drawings. The top six inches of the sub-grade shall be compacted to 95 percent of maximum density at optimum moisture content as determined by ASTM D698 when that test is appropriate, or to 70 percent relative density as determined by ASTM D4253 and D4254 when these tests are appropriate. This operation shall include any scarifying, reshaping, and wetting required to obtain proper compaction. Soft, organic, and otherwise unsuitable material shall be removed from the sub-grade and replaced with suitable material approved by the Engineer.
- 7.2 Any deviation of the sub-grade surface in excess of one inch as indicated by a sixteen-foot straightedge, or template cut to typical section, shall be corrected by loosening, adding or removing material, reshaping, and recompacting.
- 7.3 In cut areas and in areas of less than six inches of compacted fill, the top six inches shall be scarified and thoroughly mixed by discing or blading and watered or aerated as necessary to achieve optimum moisture content. It shall be compacted to 95% relative density.
- 7.4 Where compacting earth materials is required, materials shall be deposited in horizontal layers and compacted as specified.
- 7.5 The soil compaction tests shall be performed by an independent testing laboratory approved by the Engineer. The laboratory shall be retained by the Contractor and all costs for laboratory services shall be paid by the Contractor.

8. EXCAVATION AND BACKFILL FOR TRENCHES AND FOUNDATIONS

- 8.1 Excavation, backfill, and compaction for trenches and structures shall be in accordance with the drawings and these specifications.

- 8.2 All excavation shall be to the lines and grades required for foundations, conduits, grounding and other facilities. Excavation shall be large enough to allow form removal and working space to backfill and compact.
- 8.3 The bottom of excavations for foundations shall be a smooth plane with the top six inches compacted to 95 percent relative density. The bottom of drilled holes shall be free of loose or disturbed soil.
- 8.4 Any over excavation and resultant backfilling, compacting, or concreting will be considered as incidental work and included in the bid prices.
- 8.5 Backfill shall be free of organic matter, large rocks or any other deleterious material. Rocks or clods larger than 1-1/2 inches in diameter will not be allowed within 6 inches of any conduit or ground wire. All backfill will be subject to the approval of the Engineer. Backfill shall be watered and aerated to an optimum moisture content in successive lifts not to exceed six inches and compacted to relative density of 95 percent.
- 8.6 No backfill shall be made until the work to be covered has been approved by the Engineer. External back filling materials must be approved by the Engineer before use.
- 8.7 Contractor shall locate, protect, shore, brace, support, and maintain all existing underground pipes, conduits, drains, and other underground construction which may be uncovered or otherwise affected by the work.
- 8.8 Existing improvements and underground facilities have been plotted from the best information available. However, this information is not complete or accurate. There may be additional existing facilities. The utility information shown on the plans shall not relieve the Contractor of the responsibility of using caution and good judgment. It is the responsibility of the Contractor to ascertain the exact location of all existing facilities and to avoid damaging them.
- 8.9 Existing improvements that are damaged shall be replaced to an original or better condition. All repair and restoration shall be to the satisfaction of the City of Roseville.
- 8.10 Excavation by machinery shall be approved by the Engineer or City's Electric Department representative in consideration of the safe electrical working clearances and close proximity to the existing energized conductors and underground conduits. The contractor must pot-hole and locate the exact location of the underground 12-kV conduits before any excavation and drilling near the cables location identified by the Electric Department as part of the USA requirements.
- 8.11 All work shall be carried out effectively and tidily to ensure minimum inconvenience to

he substation operation. All drains and gullies shall be kept clear of excavation materials at all times.

- 8.12 Drilling equipment for drilling the pier foundations shall have sufficient power for drilling the piers in the soil conditions present on site. The Geotechnical Report is included in this manual. Drilling equipment must also comply with the height requirements referenced in Section 2.6.

9. UNDERGROUND CABLE CONDUITS AND TRENCHES

- 9.1 The underground power cable and control cable conduits and trench system shall be installed as shown on the drawings and the requirements stated in the City of Roseville Specifications for Commercial Construction (Appendix "A").
- 9.2 Power conduits and couplings shall be minimum Schedule 40 PVC. The solvent used shall be in accordance with ASTM-2564 for PVC. All conduits shall be blown free of water and debris. A 3/8" diameter nylon pull rope shall be provided for each conduit.
- 9.3 All conduits shall be proven by a proving mandril equal to 80 percent of the conduit diameter. The proving tests shall be witnessed and approved by the Engineer.
- 9.4 Conduits that are encased in concrete shall be encased with a 3/8" aggregate concrete mix with a seven inches slump and with a normal strength of 2,500 lbs. The encasement shall cover at least three inches on any side of the conduits. All conduit outlets must be set perfectly vertical or inclined at an angle at the bottom of the trench to the direction as showed on the drawings.

10. GROUNDING SYSTEM

- 10.1 Contractor shall locate the existing grounding conductors as shown on the Drawings. The contractor shall provide the grounding conductors, welding materials and perform the connections to the ground grids.
- 10.2 The Contractor shall install ground rods, grounding conductors and pig-tails for the equipment structures as shown on the Drawings.
- 10.3 All grounding grid conductors and rods shall be connected by exothermal welding, e.g. Cadweld or approved equivalent.

11. REINFORCED CONCRETE FOUNDATIONS

- 11.1 The Contractor shall construct the reinforced concrete foundations in accordance with the drawings and these specifications.

- 11.2 The foundation shall be accurately located, sized and plumbed. The maximum variation of any foundation from its designed location shall not be more than two (2) inches. **The variation of the top surface of all foundations shall not exceed 1/8 inch in 12 feet.** All edges shall be chamfered. The Contractor shall employ a licensed surveyor to stake the foundation locations and to check the tolerance of the top surface of the foundations.
- 11.3 The surplus excavated materials shall become the property of the Contractor and shall be removed from the site. All excavation shall be made to the lines and grades shown on the drawings. The bottom surface of the excavation shall be free of loose or disturbed material. Any over excavation and resulting backfilling, compacting, or concreting shall be considered incidental. No separate payment will be made.
- 11.4 No classification of excavated materials will be made except for identification purposes. Foundation excavation shall include the removal and subsequent handling of all materials encountered in excavating the foundation to the depth required.
- 11.5 Blasting will not be permitted on the site.
- 11.6 The steel support structure foundation piers shall be drilled with an auger in earth and with a rock drill in rock. Casings shall be used where the sides of the excavation are unstable and may be used at all locations. Drilling equipment shall be designed to drill straight and clean holes. Casings, if used, shall be installed as the drilling proceeds or immediately after the auger is withdrawn as required to prevent sloughing and caving of the excavation walls. Contractor may elect to advance the excavation and facilitate the removal of cuttings by utilizing a densified fluid.
- 11.7 Casings shall be of steel or fiber construction and shall be of ample strength to withstand handling and installation stresses. Casing shall be removed as the concrete is placed. The casing extraction shall be facilitated by the use of a vibratory extractor. During removal the casing shall be continually plumb and the concrete surface within the casing shall be continually observed for maintenance of concrete "head" sufficient to offset the external water head of the casing. A minimum head of 4 to 5 feet of concrete shall be maintained above the bottom of the casing during casing extraction.
- 11.8 Control joints shall be placed on foundations as shown on the drawings. The Burke "Key Kold Joint" compound or equal shall be used.
- 11.9 Concrete work for foundation shall conform to the requirements of the section entitled "Cast-in-Place Concrete" and to these additional requirements. Concrete shall reach a minimum compressive strength of 3,500 psi in 28 days unless otherwise specified on the drawings. For each cement truck load only, Contractor shall employ an independent testing laboratory to take concrete samples at the job site and to perform compression testing at 14 and 28 days for compliance with these specifications. One test shall be

performed on each batch of concrete. The testing laboratory shall be approved by the Engineer.

- 11.10 All water and loose materials shall be removed from the holes before any concrete is placed. Foundation holes shall be dry except as specified hereinafter. **No concrete shall be poured without prior inspection by City Engineer.**
- 11.11 Concrete shall be placed with a tremie or funnel to prevent segregation and the top six feet shall be rodded or vibrated to provide a dense mass free of voids. As placed, the concrete shall have a slump between 2-1/2 and 4 inches. During the filling of the holes, if water begins to accumulate on the top of the concrete, the amount of water in succeeding batches shall be reduced. Should there be an accumulation of scum or laitance on the top of the concrete, it shall be removed and additional concrete shall be placed to bring the foundation back to the proper elevation.
- 11.12 After the concreting is started for each foundation, it shall be completed in a continuous process. A sufficient quantity of concrete to fill the foundation shall be in delivery trucks at the foundation site when the first concrete is placed in each foundation. If the concreting of any foundation is suspended for more than 30 minutes before the foundation is completed, laitance and water shall be removed from the joint surface and the joint surface shall be coated with epoxy bonding compound before concreting is resumed. In order to provide for an emergency stoppage, bonding compound shall be at the site before the concreting of foundations is started.
- 11.13 Foundations shall be reinforced as indicated on the drawings and all reinforcements shall be installed and secured to prevent shifting during the placement of concrete. Anchor bolt cages for steel pole foundations shall be installed plumb and within 1/8 inch of their specified plan location. The upper portion of the foundations shall be formed where indicated on the drawings. Shores and frames shall remain in place a minimum of two days and may be removed only when the concrete has reached a strength capable of supporting its weight safely. Each foundation shall be cured for at least 7 days by continuous saturation with water or the use of membrane curing compound as specified in the section entitled "Cast-in-Place Concrete".
- 11.14 Records shall be kept by the Contractor indicating the exact volume of each foundation excavated and this volume shall then be compared to the volume of concrete actually placed in each foundation. A lesser amount of concrete placed than calculated may indicate faulty foundation construction. In the event of such an occurrence, the Engineer shall be notified, and immediate remedial action shall then be taken by the Contractor.
- 11.15 Concrete shall not be deposited under water except with specific permission of the Engineer.

For concrete deposited under water, the limiting requirements shall be adjusted to provide

not more than six inches of slump and to increase the cement factor by one sack per cubic yard. Any extra charges for these changes by the concrete supplier shall be borne by the Contractor.

Underwater concrete shall be placed through tremies. The tremies shall be equipped with a tremie seal at the lower end and a hopper at the upper end. The tremie shall be watertight and large enough to allow a free flow of concrete. After the flow of concrete is started, the lower end of the tremie shall be kept below the surface of the deposited concrete. Agitation of the deposited concrete shall be avoided. When necessary to move laterally, the tremie shall be lifted free of the concrete and lowered vertically at the new location. The entire mass of concrete shall be placed as quickly as possible so that it will flow into place without the necessity of horizontal shifting below water.

The water shall be quiescent when concrete is deposited therein. After placing, the ground water level in the area adjacent to the foundation shall be kept static until the concrete has taken its initial set.

- 11.16 The anchor bolt cage and the rebar cage shall be clean, dry and free of rust, dirt and oil. Anchor bolt cage may be welded to hold its shape. The rebar cage shall NOT be welded. No welds will be permitted for the rebar cage.
- 11.17 All Anchor bolts for the foundations supplied by the contractor shall conform to ASTM A-307 and be galvanized in accordance with ASTM A-153.

12. CAST-IN-PLACE CONCRETE

- 12.1 General. This section covers cast-in-place concrete and includes reinforcing steel, forms, finishing, curing, grouting, and other appurtenant work. Contractor shall submit concrete mix specifications prior to ordering to the City Engineer in order to confirm it complies with these specifications.

Cast-in-place concrete shall be in accordance with the latest applicable requirements of the Federal Specifications, ACI, ASTM, and CRSI, except as modified by these specifications.

- 12.2 Materials. Materials shall be in accordance with these requirements:

Cement:	ASTM C150, Type I & II
Fine Aggregate:	Clean natural sand, ASTM C-33
Coarse Aggregate:	Crushed stone, washed gravel, or other acceptable inert granular material conforming to ASTM C-33.

	Maximum size of aggregate to be 3/4".
Water:	Clean and free from deleterious substances.
Air-entraining Agent:	ASTM C260
Plasticizing Retarder:	ASTM C494, Type B or D
Plasticizer:	ASTM C494, Type A
Reinforcing Steel Bars:	ASTM A615-85, Grade 60
Forms:	
Plywood:	Product Standard PSI, waterproof, resin-bounded, exterior type Douglas Fir.
Lumber:	Straight, uniform width and thickness, and free from knots, offsets, holes, dents, and other surface defects.
Chamfer Strips:	Clear pine, surface against concrete shall be planed.
Form Oil:	Light colored paraffin oil or other acceptable non-staining material.

13. CRUSHED ROCK SURFACING

- 13.1 Contractor shall furnish and restore crushed rock in accordance with the drawings and these specifications. Rock shall be washed and a uniform size of 3/4-inch with 100% fractured faces. The rock shall be clean and free of deleterious materials for its intended use. The rock surfacing shall have a minimum thickness of six inches or as indicated on the drawings.
- 13.2 Prior to applying the crushed rock surfacing, the Contractor shall apply the weed eradicator and soil fumigant in strict accordance with the manufacturer's instructions. Contractor is cautioned to apply weed eradicator and soil fumigant only to the crushed rock surfacing areas and to refrain from applying such material when conditions may cause drifting to areas which are not to be treated.
- 13.3 The rock surfacing shall be smooth, hard and tight and free draining. Rock shall be spread evenly without humps or depressions.

14. AGGREGATE BASE

- 14.1 Contractor shall furnish, place and compact aggregate base in accordance with the drawings if required for touch up area. The materials and application of aggregate base shall comply with Section 26 of the CALTRANS "Standard Specifications", latest edition, and these specifications.
- 14.2 The subgrade shall be prepared in accordance with Section 7, Earthwork and Compaction.
- 14.3 The aggregate base shall be compacted, trimmed and shaped by blading and rolling to produce a hard and tight surface. The finish surface shall be true to grade and free of segregation, irregularities, depression, or loose material. The compacted aggregate base shall have a uniform thickness of six (6) inches. The surface of the aggregate base shall not vary more than 0.05-foot above or below the grades shown on the drawings. the relative compaction for aggregate base shall not be less than 95 percent. The maximum aggregate size shall be 3/4-inch.

15. ASPHALT CONCRETE PAVEMENT

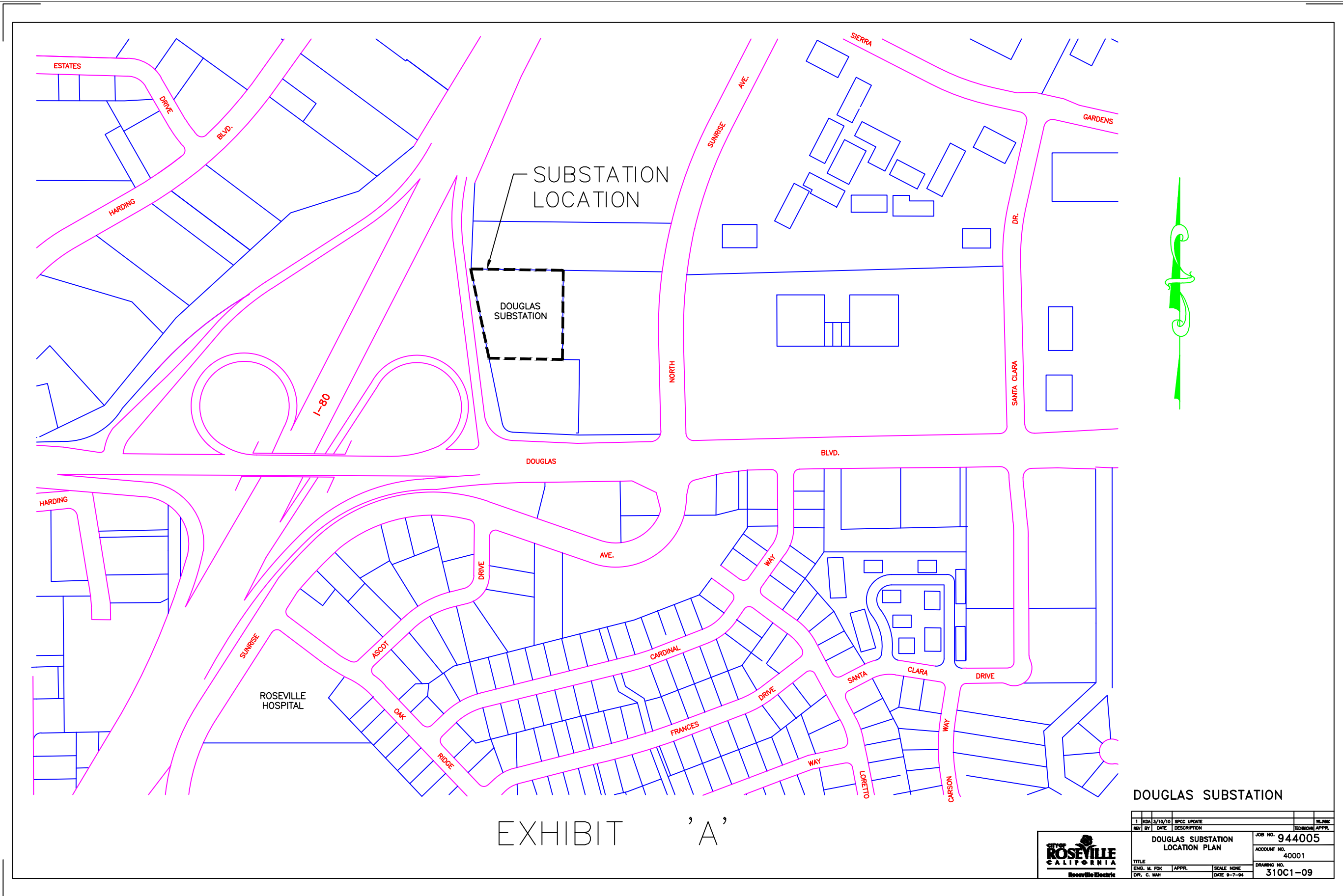
- 15.1 The asphalt concrete surface, if required for touch up area, shall be hot-mix hot-laid asphalt concrete pavement. Areas to be paved are as indicated on the drawings.
- 15.2 Unless otherwise specified herein, the materials and workmanship shall comply with Sections 39 and 92 of the California Department of Transportation Standard Specification, Latest Edition.
- 15.3 Major earthwork including subgrade preparation shall be in accordance with Section 7, Earthwork and Compaction.
- 15.4 Aggregate base requirements are specified in Section 14, Aggregate Base.
- 15.5 All asphalt paved areas constructed under these specifications shall be maintained by the Contractor until final acceptance of the work by the City.
- 15.6 Materials for the asphalt concrete shall conform to the following requirements as defined by the California Department of Transportation Standard Specifications, Latest Edition.

Asphalt concrete	Type A
Aggregate grading	1/2 inch maximum, medium
Asphalt cement	Steam-refined paving asphalt, viscosity Grade AR-4000
Asphalt concrete	

(percent by weight of
total mix)

4 to 7 percent

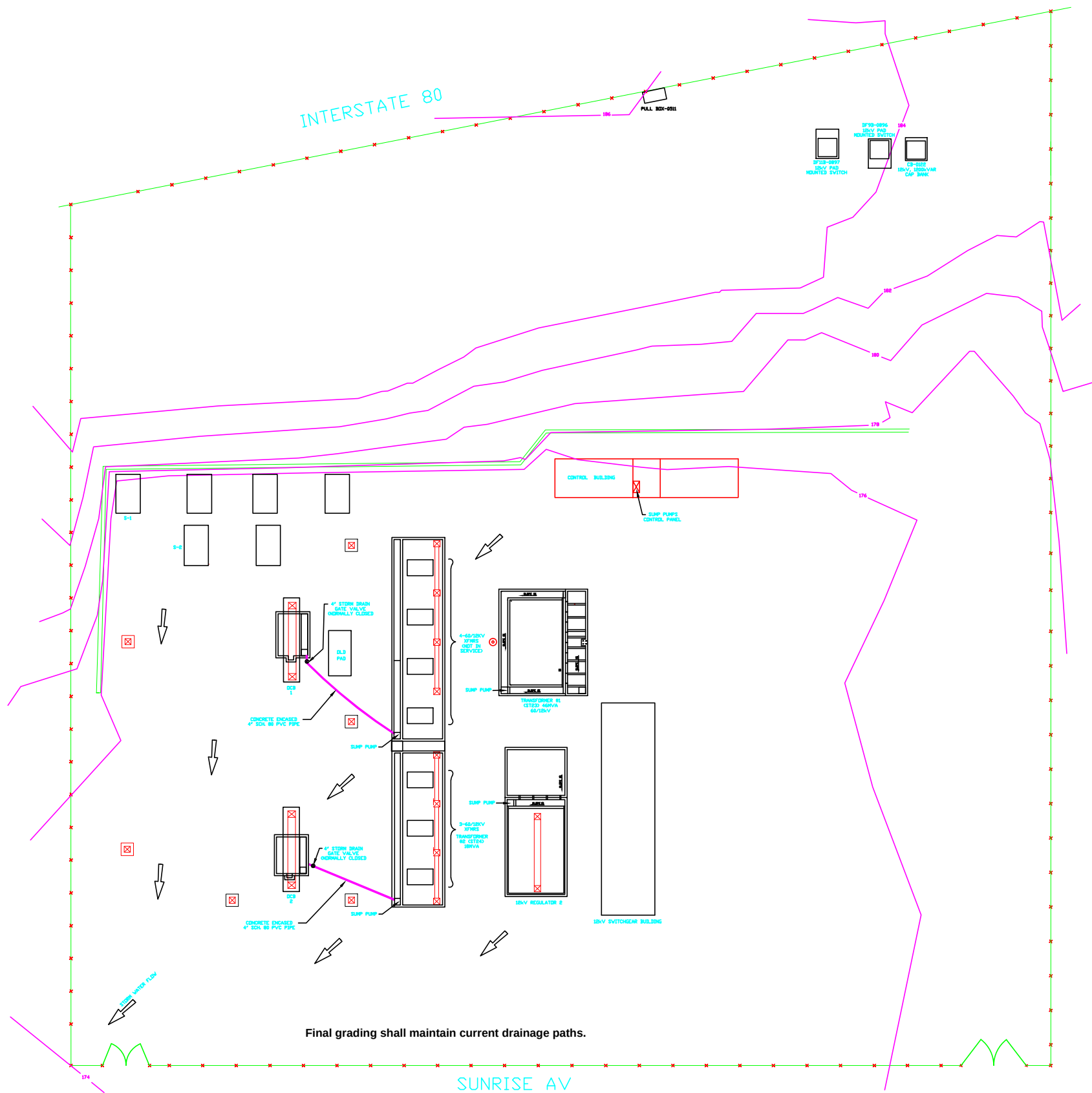
- 15.7 The asphalt concrete shall be placed in one lift with an asphalt paver or spreader to provide a nominal compacted thickness of four (4) inches. Placing the asphalt concrete mixture shall be a continuous operation. If any irregularities occur, they shall be corrected before final compaction of the mixture.
- 15.8 The completed paving shall have a density equal to or greater than 95 percent of the density of a laboratory specimen made in the proportions of the job mix formula.
- 15.9 The surface of the completed pavement shall be checked longitudinally and transversely for smoothness with a 10 foot straightedge. The surface shall not vary more than 1/4 inch in 10 feet parallel to the center line and not more than 1/2 inch at right angles to the center line.
- 15.10 Construction joints shall be made in such a manner as to assure a neat junction, thorough compaction, and bond throughout.



DOUGLAS SUBSTATION

1	NOA	3/16/10	SPCC UPDATE		BLVD
REV	BY	DATE	DESCRIPTION	TECHNICAL	APPR.
DOUGLAS SUBSTATION LOCATION PLAN				JOB NO.	944005
TITLE				ACCOUNT NO.	40001
ENG. M. FOX	APPR.	SCALE	NONE	DRAWING NO.	310C1-09
DR. C. MAH		DATE	9-7-04		





Mitigation Measures and Compliance Standards

Mitigation Measure CR-1 (Previously Unidentified Cultural Resources)

Construction shall stop if potential cultural resources are encountered. It is possible that previous activities have obscured surface evidence of cultural resources. If signs of an archeological site, such as any unusual amounts of stone, bone, or shell, are uncovered during grading or other construction activities, work shall be halted within 100 feet of the find and the Roseville City Manager's Office shall be notified. A qualified archeologist shall be consulted for an on-site evaluation. If the site is or appears to be eligible for listing in state or federal registers, additional mitigation, such as further testing for evaluation or data recovery, may be necessary.

In the event resources are discovered, the City shall request a qualified archaeologist assess the find, and determine whether the resource requires further study. Any previously undiscovered resources found during construction should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance under all applicable regulatory criteria.

No further grading shall occur in the area of the discovery until the City approves the measures to protect the resources. Any archaeological artifacts recovered as a result of mitigation shall be donated to a qualified scientific institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study.

Mitigation Measure CR-2 (Previously Unidentified Paleontological Resources)

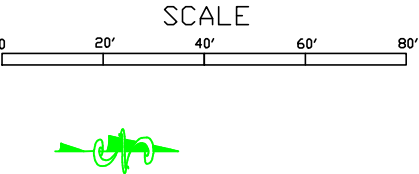
If substantial fossil remains (particularly vertebrate remains) are discovered during earth-disturbing activities on the project site, activities will stop immediately until a state-registered professional geologist or qualified professional paleontologist can assess the nature and importance of the find and a qualified professional paleontologist can recommend appropriate treatment. Treatment may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection and may also include preparation of a report for publication describing the finds. The applicant will be responsible for ensuring that recommendations regarding treatment and reporting are implemented.

Mitigation Measure CR-3 (Inadvertent Discovery of Human Remains)

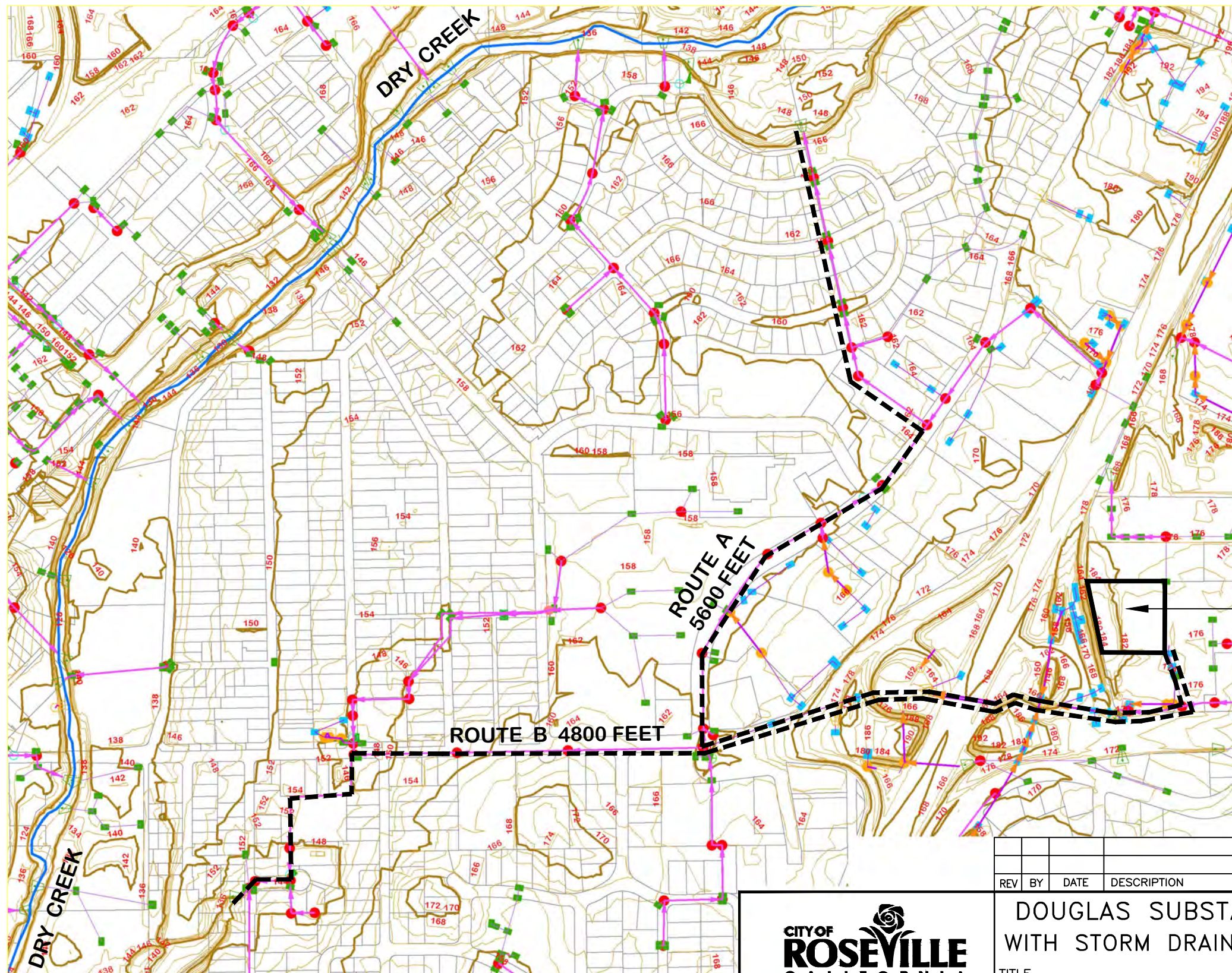
If human remains are discovered during any phase of construction, including disarticulated or cremated remains, the construction contractor shall immediately cease all ground-disturbing activities within 100 feet of the remains and notify Mark Morse, Environmental Coordinator, City of Roseville City Manager's Office.

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 (PRC) § 5097.98.
- If the remains are determined by the County Coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. It is further recommended that a professional archaeologist with Native American burial experience conduct a field investigation of the specific site and consult with the Most Likely Descendant (MLD), if any, identified by the NAHC. As necessary and appropriate, a professional archaeologist may provide technical assistance to the MLD, including but not limited to, the excavation and removal of the human remains.



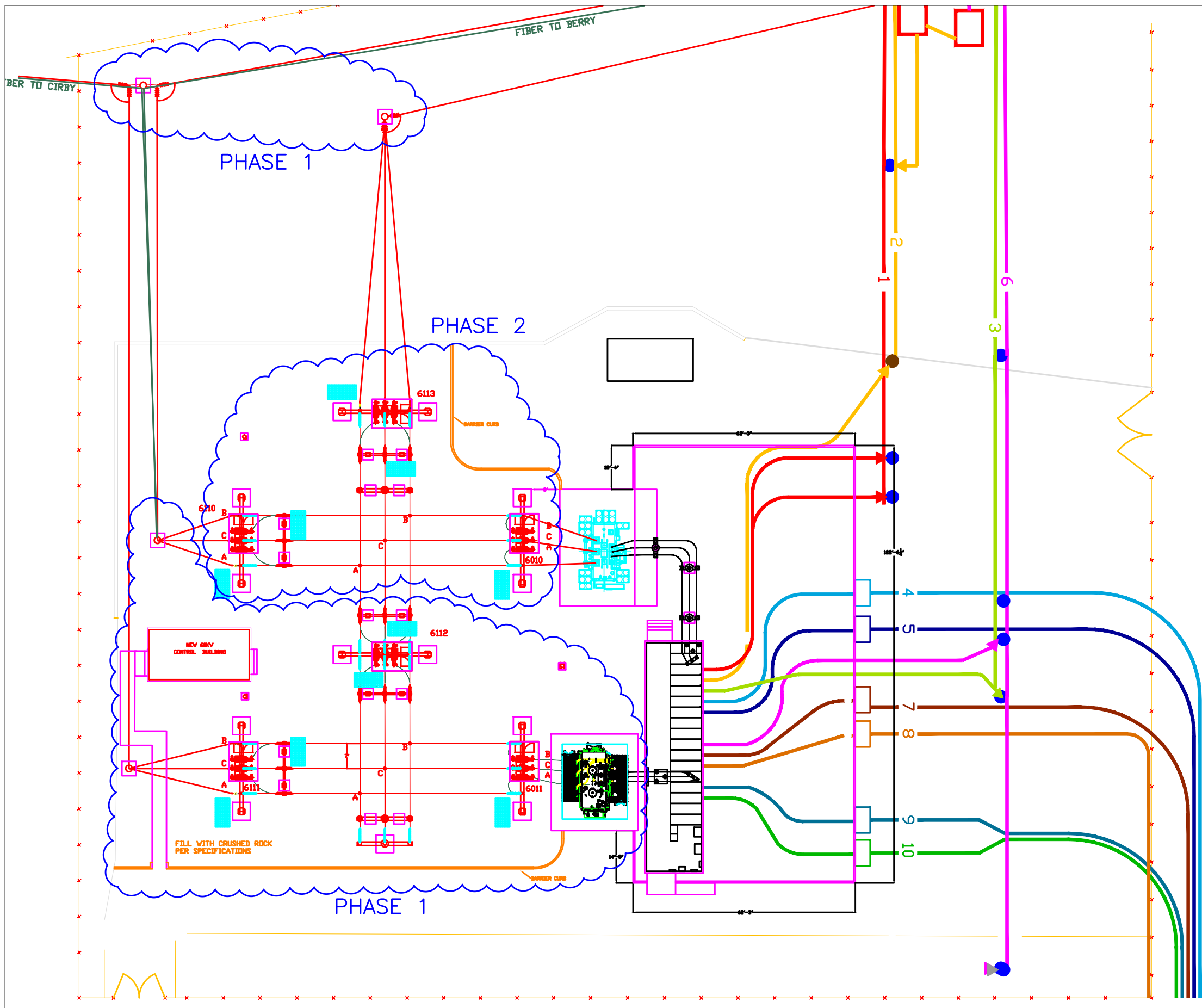
1	-	8/2/16	DOUGLAS REBUILD PHASE 1 (12KV)	-																			
-	-	-	-	-																			
REV	BY	DATE	DESCRIPTION	APPR.																			
 CITY OF ROSEVILLE CALIFORNIA <i>Roseville Electric</i> DOUGLAS SUBSTATION GRADING & SPILL CONTAINMENT PLAN <table><tr><td colspan="2">TITLE</td><td colspan="2">JOB NO.</td></tr><tr><td>ENG. M.Fok</td><td>APPR.</td><td colspan="2">ACCOUNT NO.</td></tr><tr><td>DR. KDA</td><td></td><td colspan="2">DRAWING NO. 310C1-17</td></tr><tr><td colspan="2">SCALE AS NOTED</td><td colspan="2"></td></tr><tr><td colspan="2">DATE 3/11/10</td><td colspan="2"></td></tr></table>				TITLE		JOB NO.		ENG. M.Fok	APPR.	ACCOUNT NO.		DR. KDA		DRAWING NO. 310C1-17		SCALE AS NOTED				DATE 3/11/10			
				TITLE		JOB NO.																	
				ENG. M.Fok	APPR.	ACCOUNT NO.																	
				DR. KDA		DRAWING NO. 310C1-17																	
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DR. KDA		DRAWING NO. 310C1-17																					
SCALE AS NOTED																							
DATE 3/11/10																							



DOUGLAS
SUBSTATION



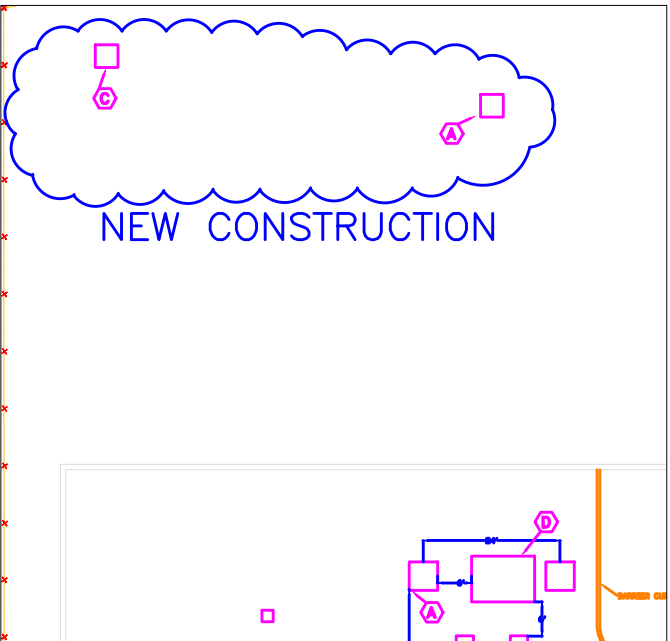
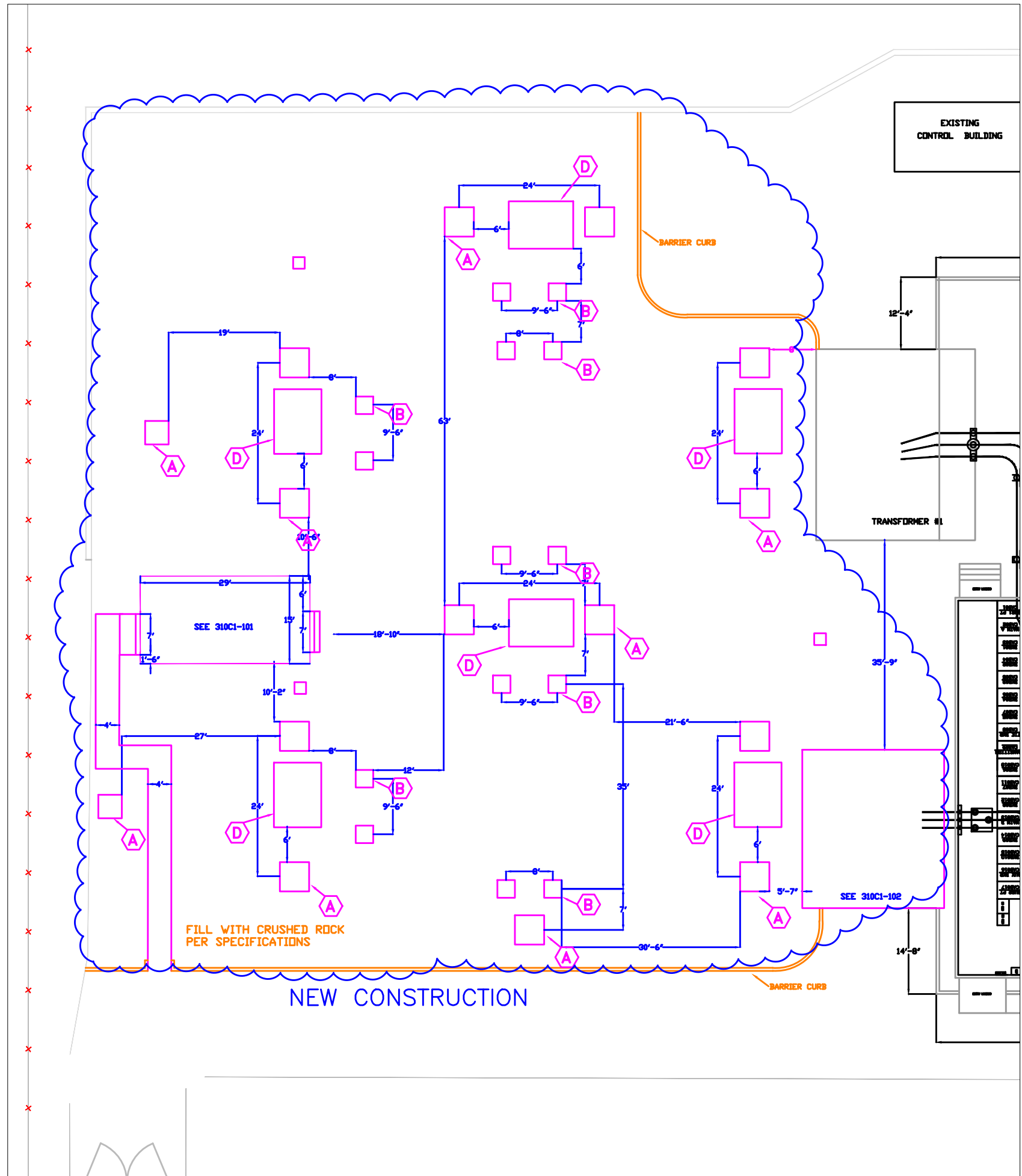
REV				TECH.		APPR.	
BY	DATE	DESCRIPTION					
DOUGLAS SUBSTATION WITH STORM DRAIN PATH				JOB NO.			
TITLE				ACCOUNT NO.			
ENG. M.FOK				DRAWING NO. 310C1-19			
DR. KDA				SCALE AS NOTED			
				DATE 3/16/10			



DOUGLAS SUBSTATION

Roseville Electric
Reliable Energy - Dependable Service
(916) 774-5601

0	CU	8/4/18	ENR- 69KV UPGRADE		0
REV	BY	DATE	DESCRIPTION		APPR.
			SUBSTATION PLAN VIEW FINAL CONFIGURATION	JOB NO. 144001	
			ENGINEER: C. PORTER	ACCOUNT NO. 40001-6130	
			DRAWING NO. 310C1-20A		
			SCALE: N.T.S.		
			DATE: 2/19/13		



SEE 310C1-20F FOR FOUNDATION DETAILS

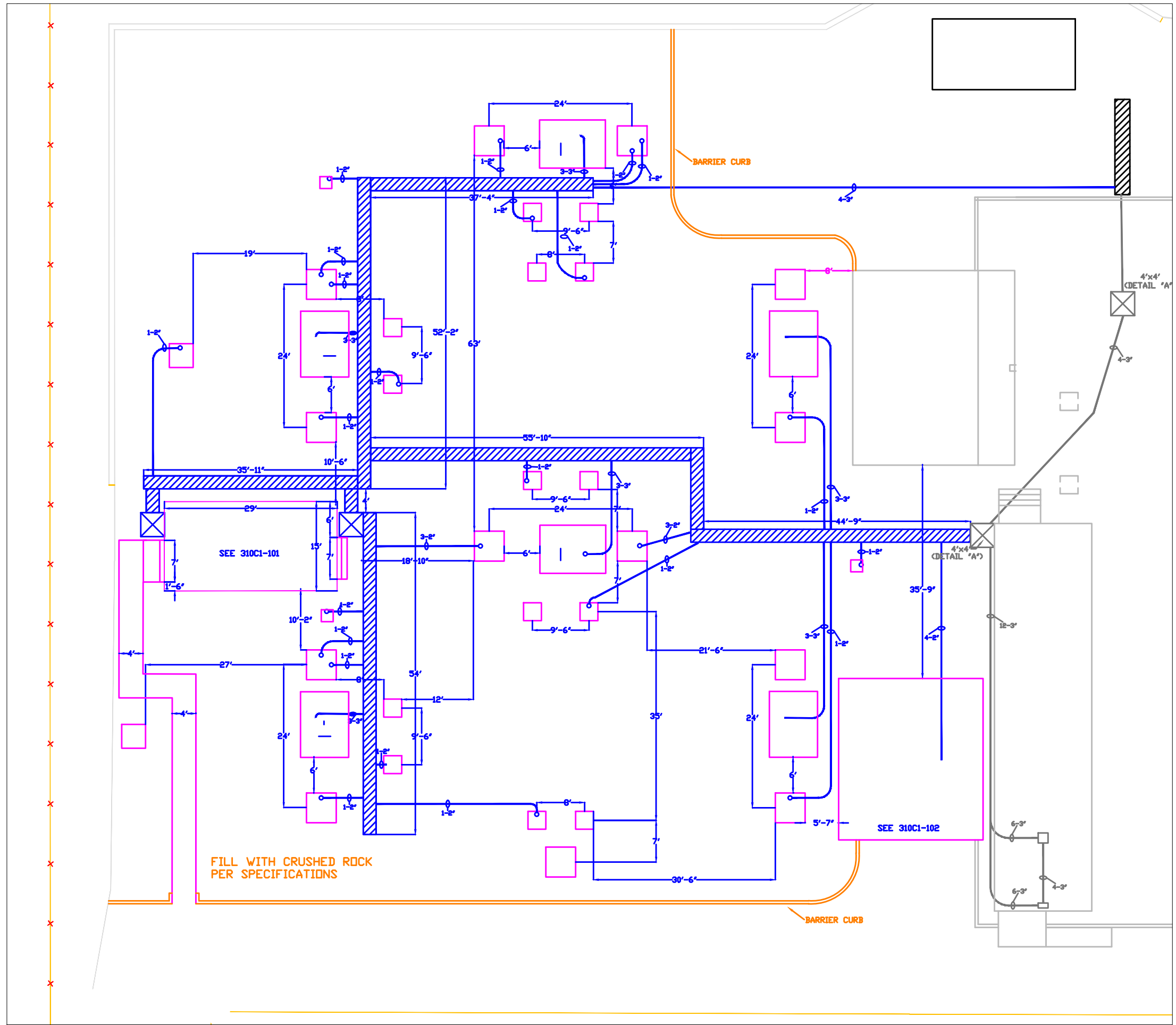
DOUGLAS SUBSTATION

0	CU	5/4/16	EIR- RORY UPGRADE			01
REV	BY	DATE	DESCRIPTION			APPR.
SUBSTATION						JOB NO. 144001
NEW FOUNDATIONS						ACCOUNT NO. 40001-6130
TITLE						DRAWING NO.
ENG. C. PORTER			APPR.		310C1-20B	
DWG. CP			SCALE H.T.S.		DATE 3/16/13	

Roseville Electric

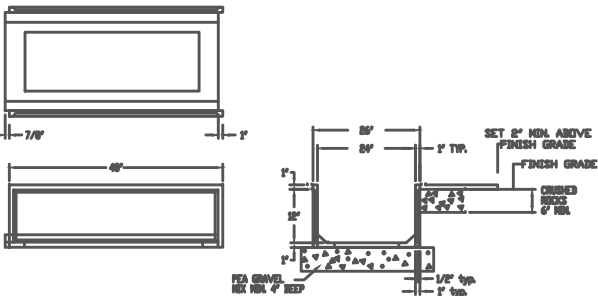
Reliable Energy - Dependable Service

(916) 774-5601



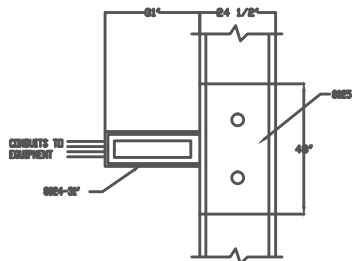
BILL OF MATERIALS (TYPICAL)

8024	CHANNEL
8025	COVER
8026 (24X24)	CHANNEL UNIVERSAL
8027	END PLATE
8000	LIFTING TOOL



TYPICAL DETAILS OF CONCAST 8024 TRENCH SYSTEM

NOT TO SCALE

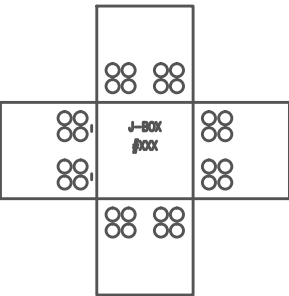
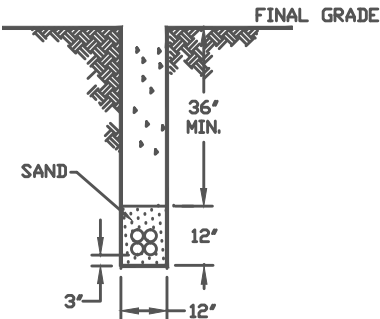


TYPICAL CONCAST 8024 TEE CONNECTION

(TRENCH COVERS NOT SHOWN) NOT TO SCALE

CONDUIT DETAILS

FOR 4-3" C (NOT TO SCALE)

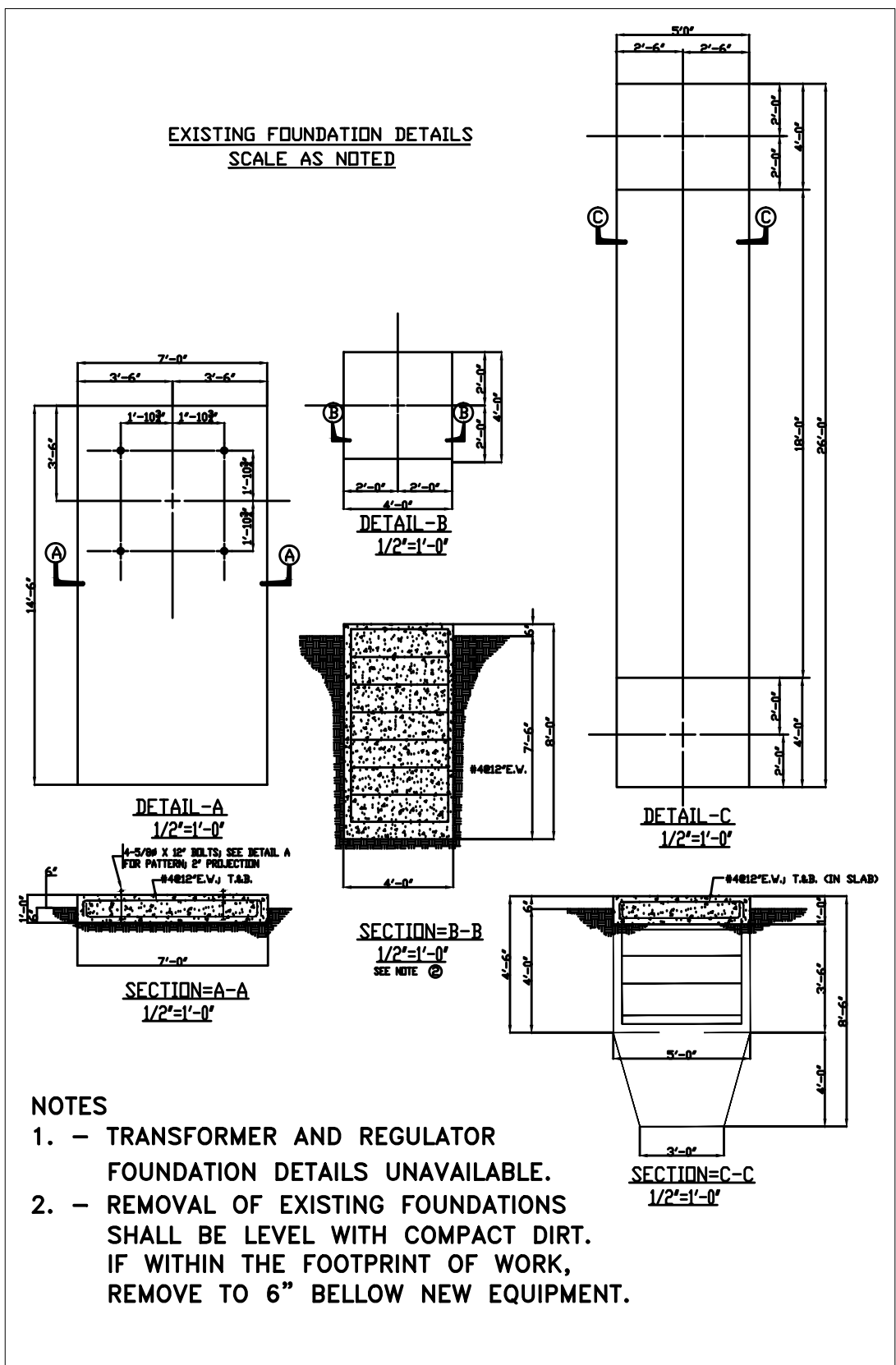
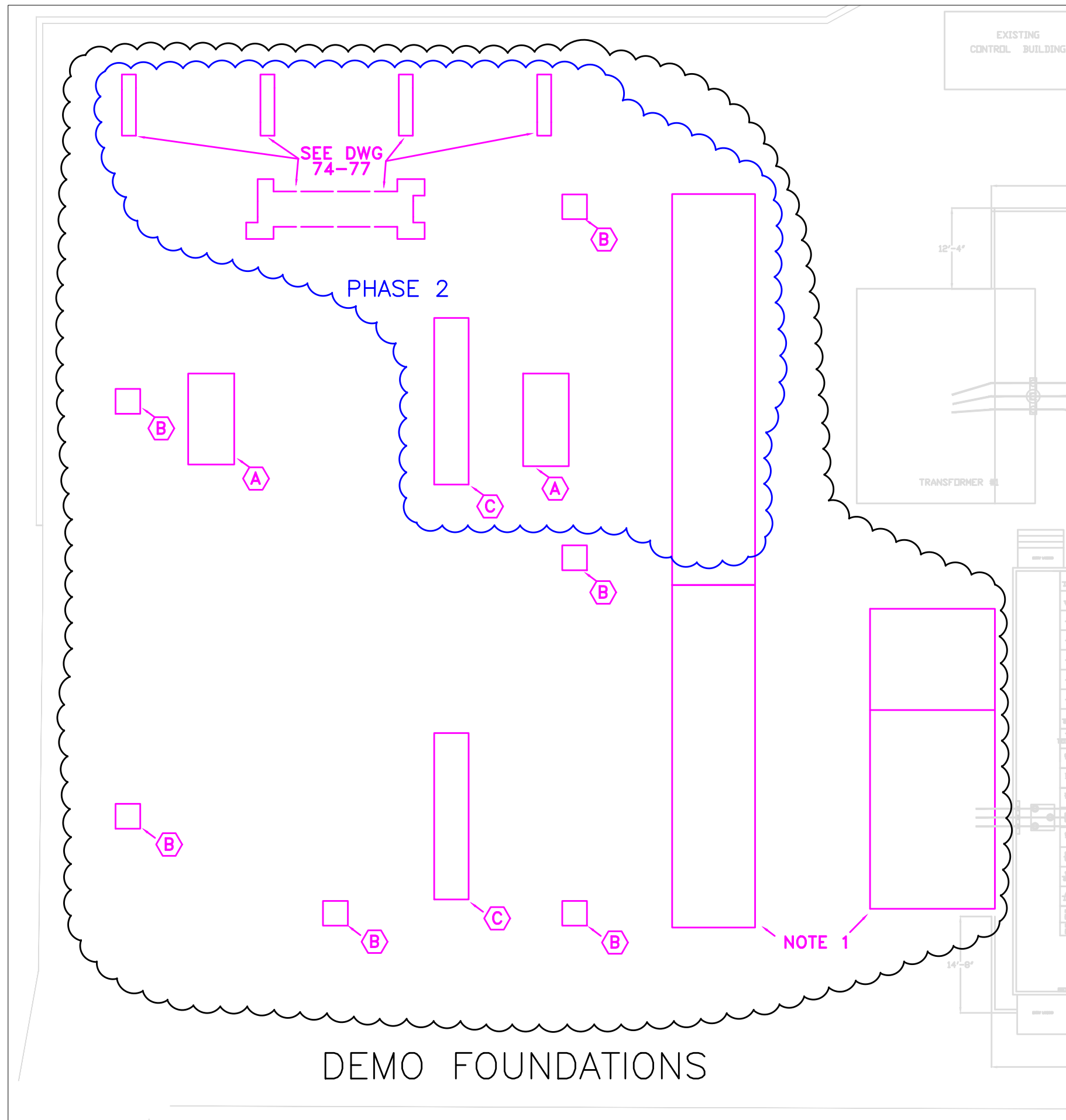


DETAIL 'A' 4'x4' J-BX (JENSEN PART# 4848 RP)

DOUGLAS SUBSTATION

0	CU	8/4/18	EM- RORY UPRIDE		
REV	BY	DATE	DESCRIPTION		APPR.
SUBSTATION PLAN VIEW CONDUITS AND FOUNDATIONS				JOB NO. 144001	
TITLE				ACCOUNT NO. 40001-6130	
ENG. C. PORTER				DRAWING NO. 310C1-20C	
DNL				SCALE N.T.S.	
				DATE 2/19/13	

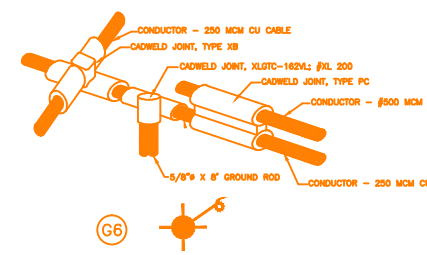
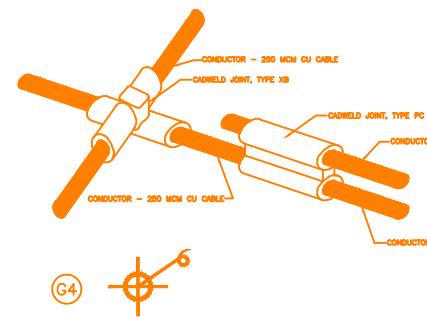
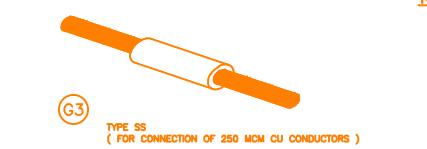
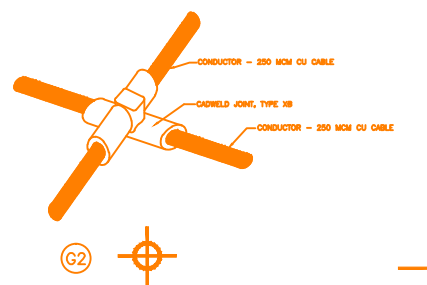
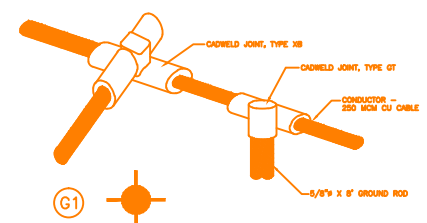
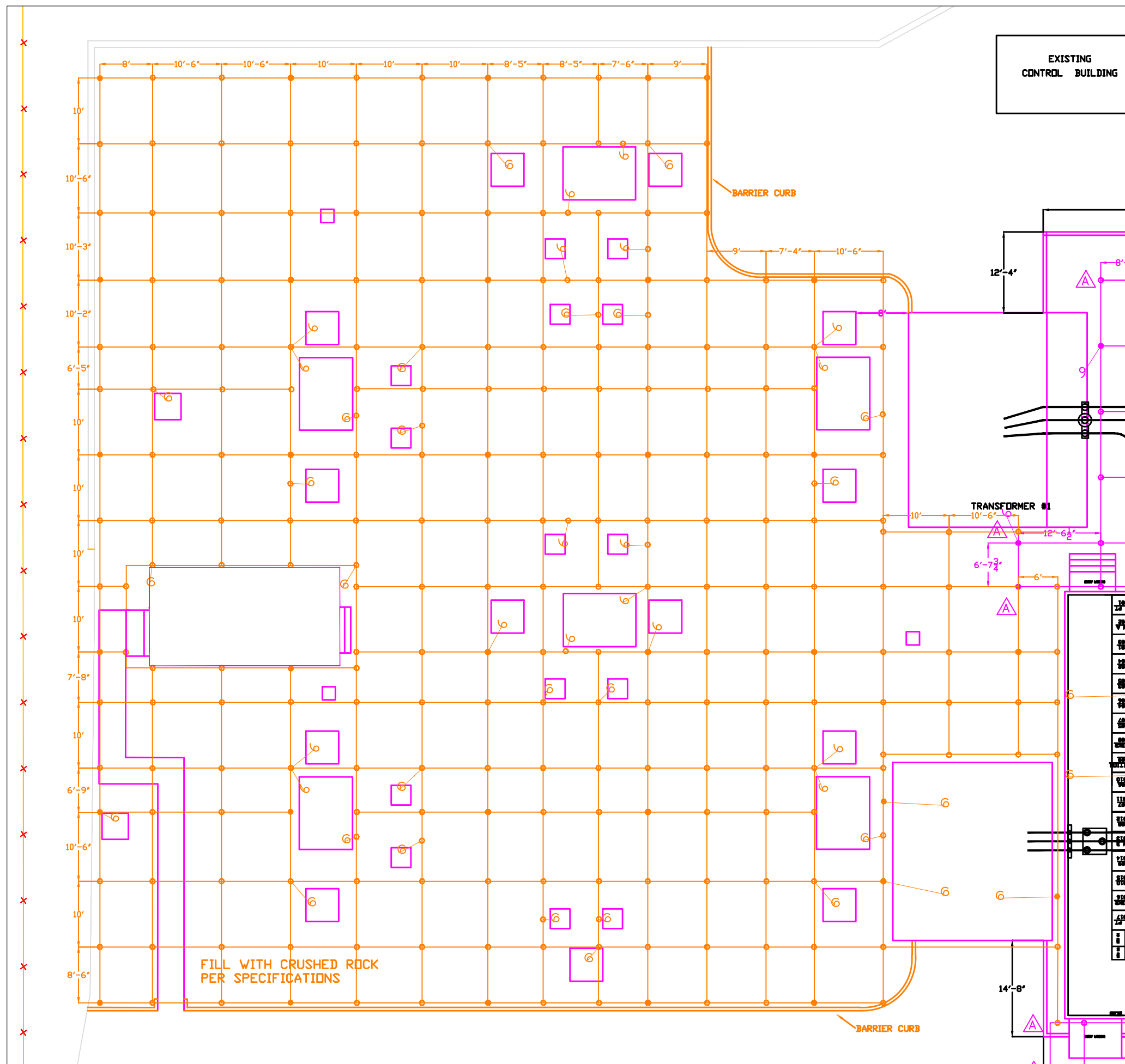




DOUGLAS SUBSTATION

0	CU	5/4/16	EM- RORY UPGRADE		
REV	BY	DATE	DESCRIPTION		APPR.
TITLE			JOB NO.		
SUBSTATION PLAN VIEW FOUNDATION DEMO			144001		
ACCOUNT NO.			40001-6130		
DRAWING NO.			310C1-20D		
ENG. C. PORTER		APPR.	SCALE	H.T.S.	
DR. CP		DATE	2/19/13		

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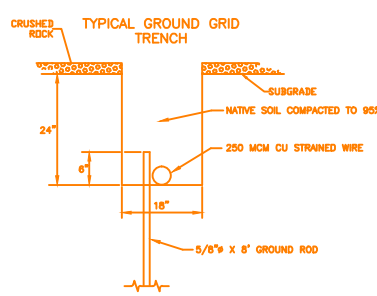


LEGEND

— GROUND GRID CONDUCTOR (250 MCM CU)

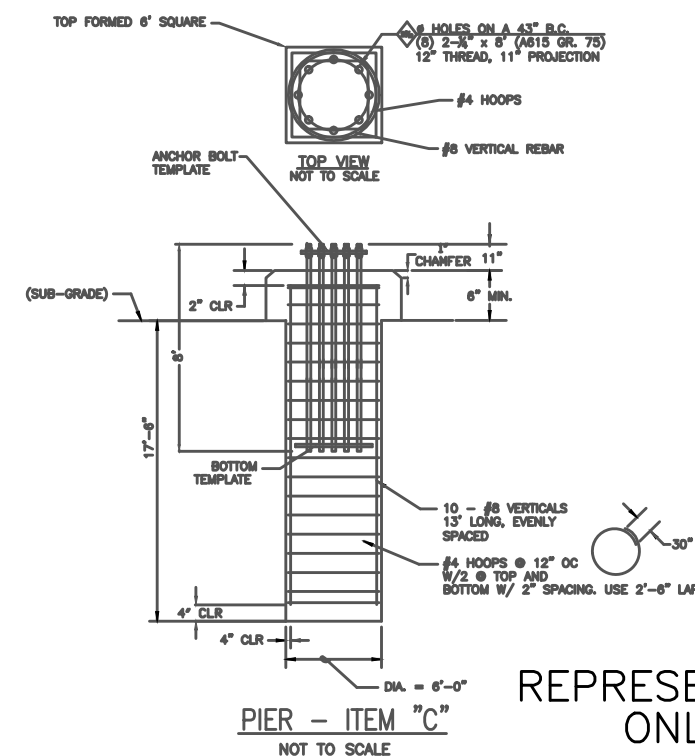
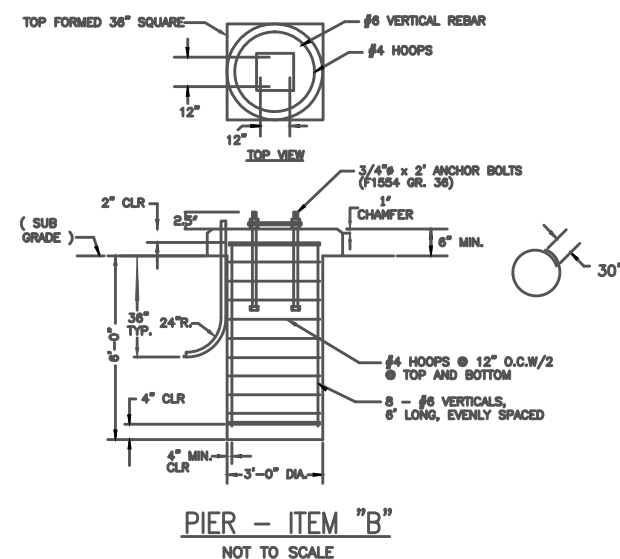
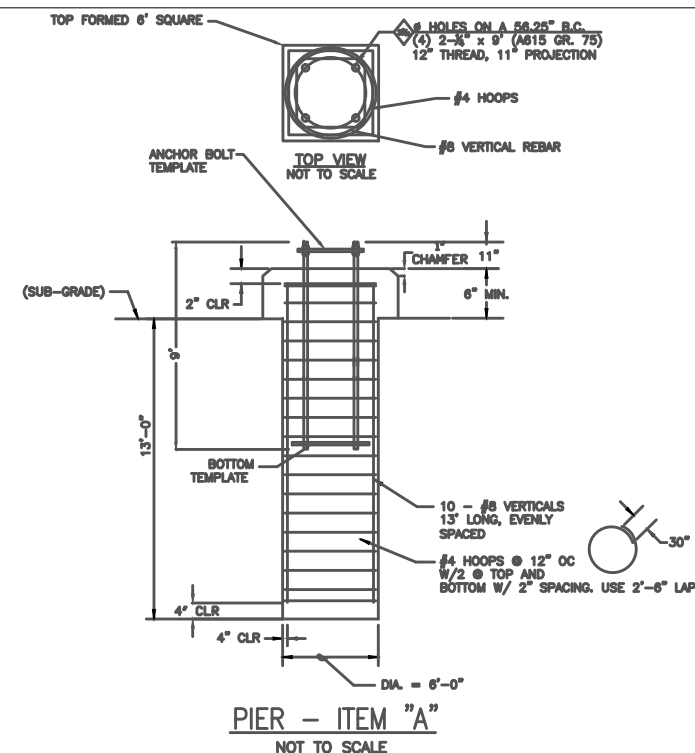
— PIGTAIL (500 MCM CU.)

- NOTES:**
1. NO GROUND CABLE SHALL BE IN CONTACT WITH REBAR.
 2. IF DRILLING IS NECESSARY FOR PLACEMENT OF GROUND RODS, MINIMUM DIAMETER OF THE HOLE SHALL BE 6". NATIVE SOIL BACKFILL SHALL BE DRIVEN INTO THE HOLE AND COMPACTED AT 95%.
 3. GROUND GRID CONDUCTOR SHALL BE 250 MCM COPPER.
 4. PIGTAIL CONDUCTOR SHALL BE 500 MCM COPPER, 7 FEET ABOVE GROUND AND PLACE NEAR THE FOUNDATIONS.
 5. ALL GROUND GRID CONNECTIONS SHALL BE JOINED BY CADWELD.
 6. THE CONTRACTOR SHALL SUPPLY ALL GROUNDING MATERIALS AND CADWELD MOLDS AND WELD MATERIALS.
 7. REFER TO TRANSFORMER, STEEL STRUCTURES AND CONTROLHOUSE FOUNDATION DRAWINGS FOR THE LOCATION OF THE PIG TAILS. LEAVE 6 FEET ABOVE THE PAD.
 8. CONNECT TWO #4/0 CU. WIRE PIGTAILS FROM GROUND GRID TO STEEL GATE RAIL & ROLLERS.
 9. GROUND GRID SHALL BE INSTALLED BELOW CABLE TRENCH WHEN CROSSINGS OCCUR.

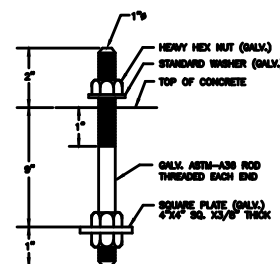


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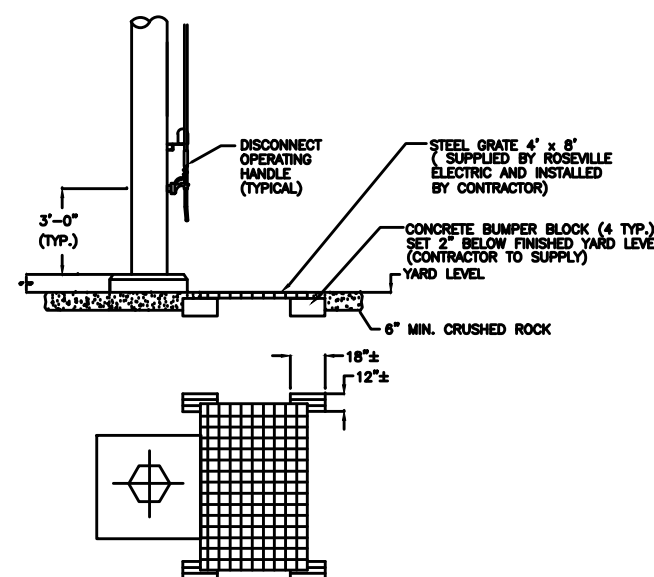
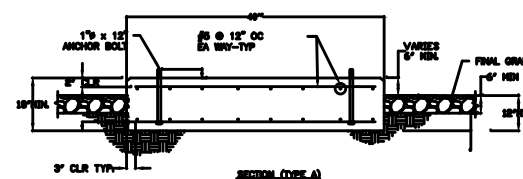
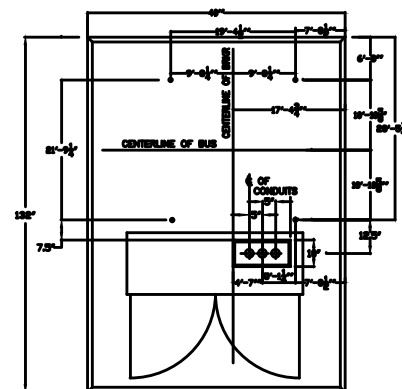
SUBSTATION GROUNDING		JOB NO. 144001	
ACCOUNT NO. 40001-6130		DRAWING NO. 310C1-20E	
ENG. C. PORTER	APPR. CP	SCALE N.T.S.	DATE 2/19/13



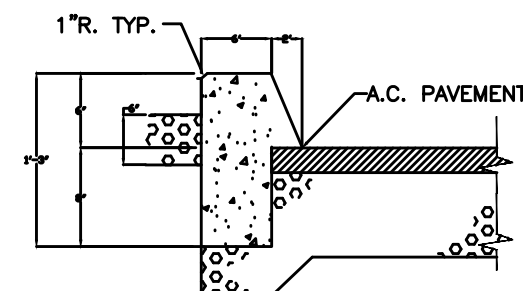
REPRESENTATIVE ONLY



ANCHOR BOLT DETAIL
(4x PER FOUNDATION)
(CONTRACTOR TO SUPPLY)



BARRIER CURB (NOT TO SCALE)



- NOTES:
1. CONCRETE SHALL BE CLASS A. 564 LBS CEMENT PER CY
 2. PROVIDE 1/2" TRANSVERSE EXPANSION JOINTS OF ASPHALT IMPREGNATED CELOTEX AT 20' INTERVALS
 3. PROVIDE 1/2" DRAINAGE HOLES AT 20' INTERVALS

NOTES:

1. ALL FOUNDATIONS SHALL BEAR ON FIRM, UNDISTURBED NATURAL SOILS IN PLACE OR ON PROPERLY COMPACTED ENGINEERED FILL. FOR COMPACTION REQUIREMENTS, SEE SOILS REPORT.
2. OVER-EXCAVATION BELOW OR ADJACENT TO BOTTOMS OF FOUNDATIONS SHALL BE TREATED BY:
 - 1: EXTENDING FOUNDATIONS TO GREATER DEPTH.
 - 2: PLACING ENGINEERED FILL TO PROPER ELEVATIONS.
 - 3: BACKFILL WITH LEAN CONCRETE.
3. EXCAVATIONS SHALL BE INSPECTED BY AND BE ACCEPTABLE TO THE DIRECTOR PRIOR TO PLACEMENT OF CONCRETE.
4. ANY SUBSURFACE CONDITIONS NOT IN ACCORDANCE WITH THE ABOVE SHALL BE REPORTED IMMEDIATELY TO THE DIRECTOR FOR RESOLUTION PRIOR TO CONTINUING THE WORK.
5. ALL VERTICAL SURFACES SHALL BE FORMED UNLESS SPECIFICALLY APPROVED BY THE DIRECTOR.
6. PROVIDE 3/4" CHAMFER ON EXPOSED EDGES ON ALL SLAB TYPE FOUNDATIONS.
7. Any excavated material shall become the property of the Contractor and removed from the site.
8. The top six inches of subgrade shall be compacted to 95% of maximum density.
9. Unsuitable material shall be removed from the sub grade and replaced with suitable material.
10. Sidewalk Requirements - All sidewalks shall have a minimum thickness of six (6) inches on native soil, at 95% relative compaction, or four (4) inches thick with four (4) inches of AB at 95% relative compaction,

DOUGLAS SUBSTATION

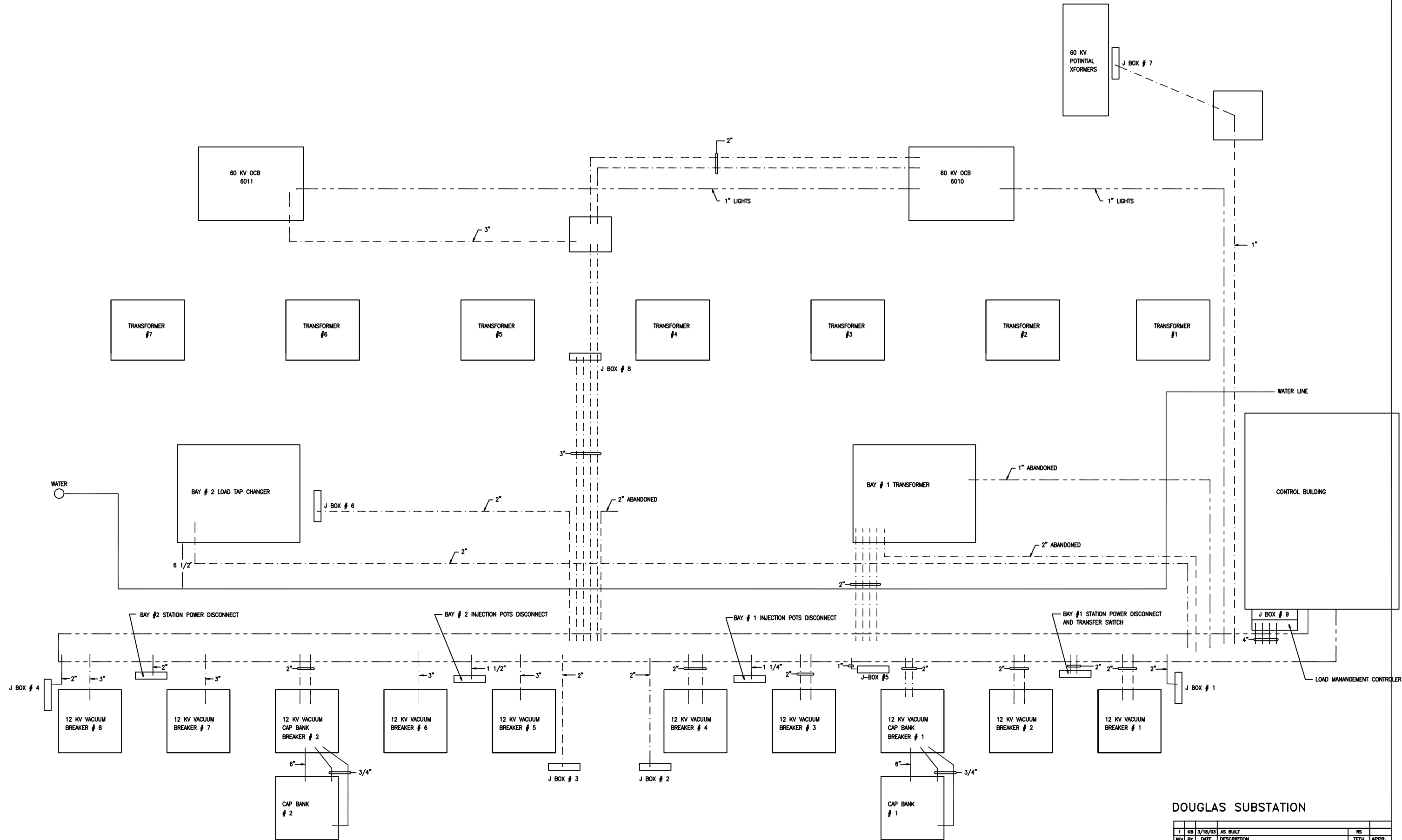
REV	BY	DATE	DESCRIPTION	JOB NO.	ACCOUNT NO.	DRAWING NO.
0	CJ	8/4/16	ENR - 60KV UPGRADE	144001	40001-6130	310C1-20F
			TITLE	SCALE	N.T.S.	
			DR.	CP	DATE 2/19/13	

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**SUBSTATION
NEW FOUNDATIONS
DETAILS**

JOB NO. 144001
ACCOUNT NO. 40001-6130

DRAWING NO. 310C1-20F



DOUGLAS SUBSTATION

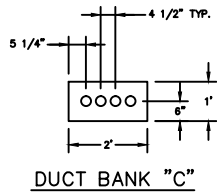
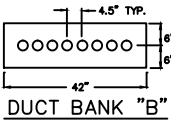
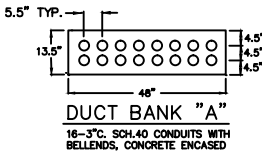
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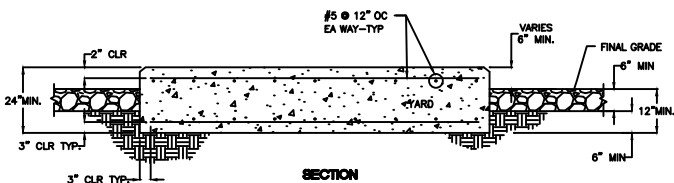
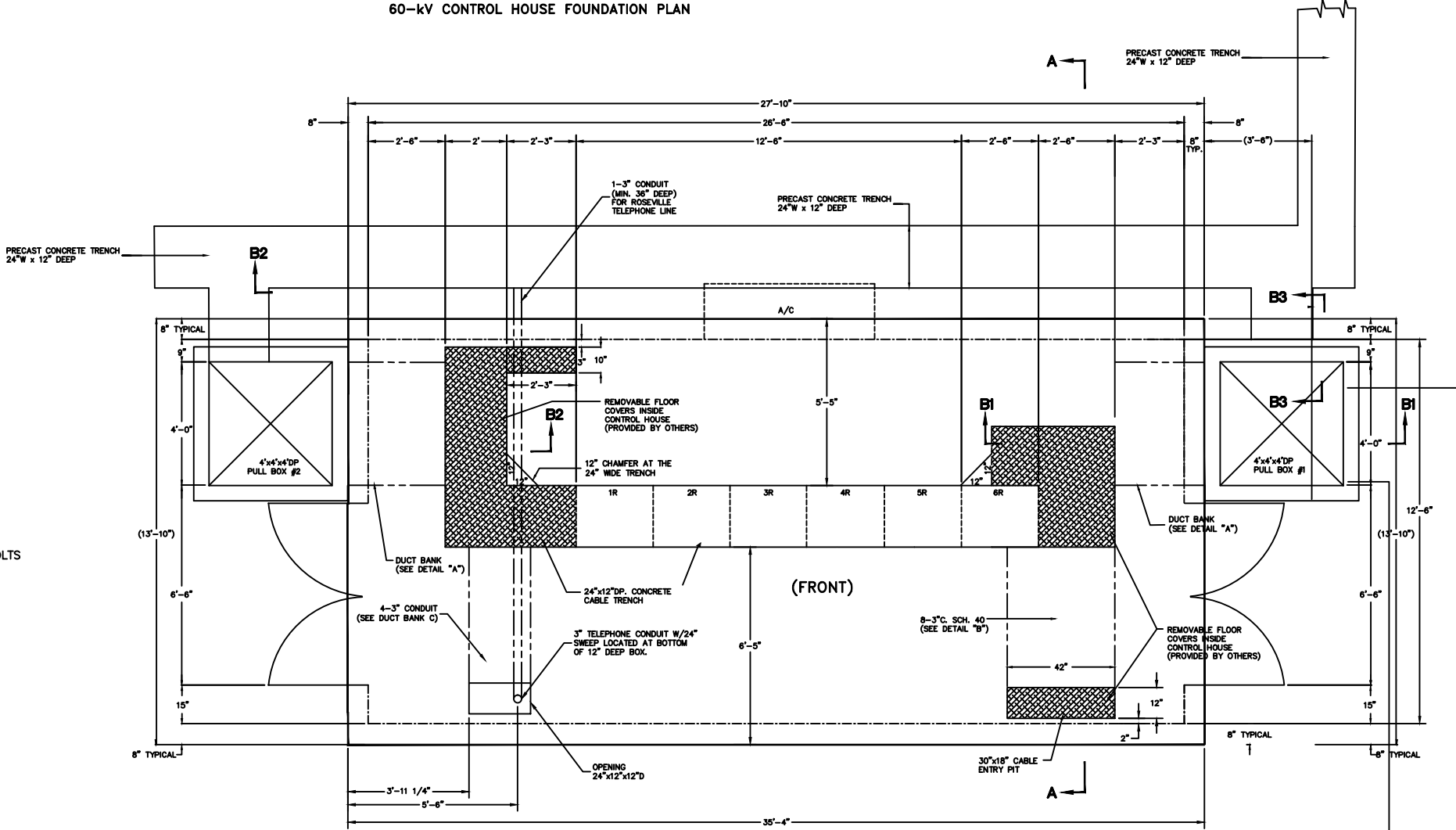
(916) 774-5601

1	KB	3/18/03	AS BUILT	RS	
REV	BY	DATE	DESCRIPTION	TECH	APPR.
TITLE				JOB NO.	
J-BOX AND CONDUIT LAYOUT				ACCOUNT NO.	
ENG. T. ALBERS				DRAWING NO.	
DR. K. ANDREWS				310C1-46	
APPR.		SCALE NONE			
		DATE 3/25/98			

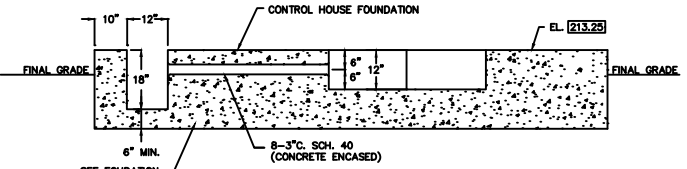
60-kV CONTROL HOUSE FOUNDATION PLAN



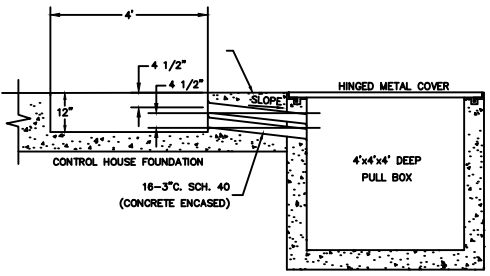
NOTES
1. CONTRACTOR TO PROVIDE ANCHOR BOLTS



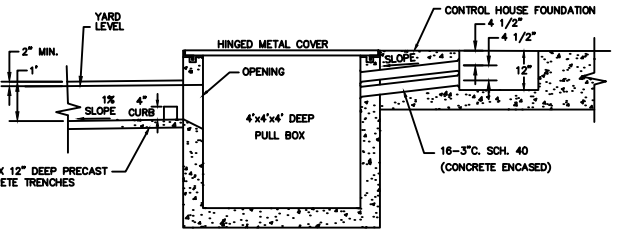
SECTION CONTROL HOUSE FOUNDATION (TYPICAL)
(NOT TO SCALE)



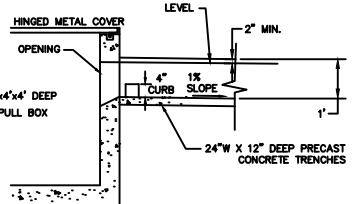
SECTION A-A
(NOT TO SCALE)



SECTION B1-B1
(NOT TO SCALE)



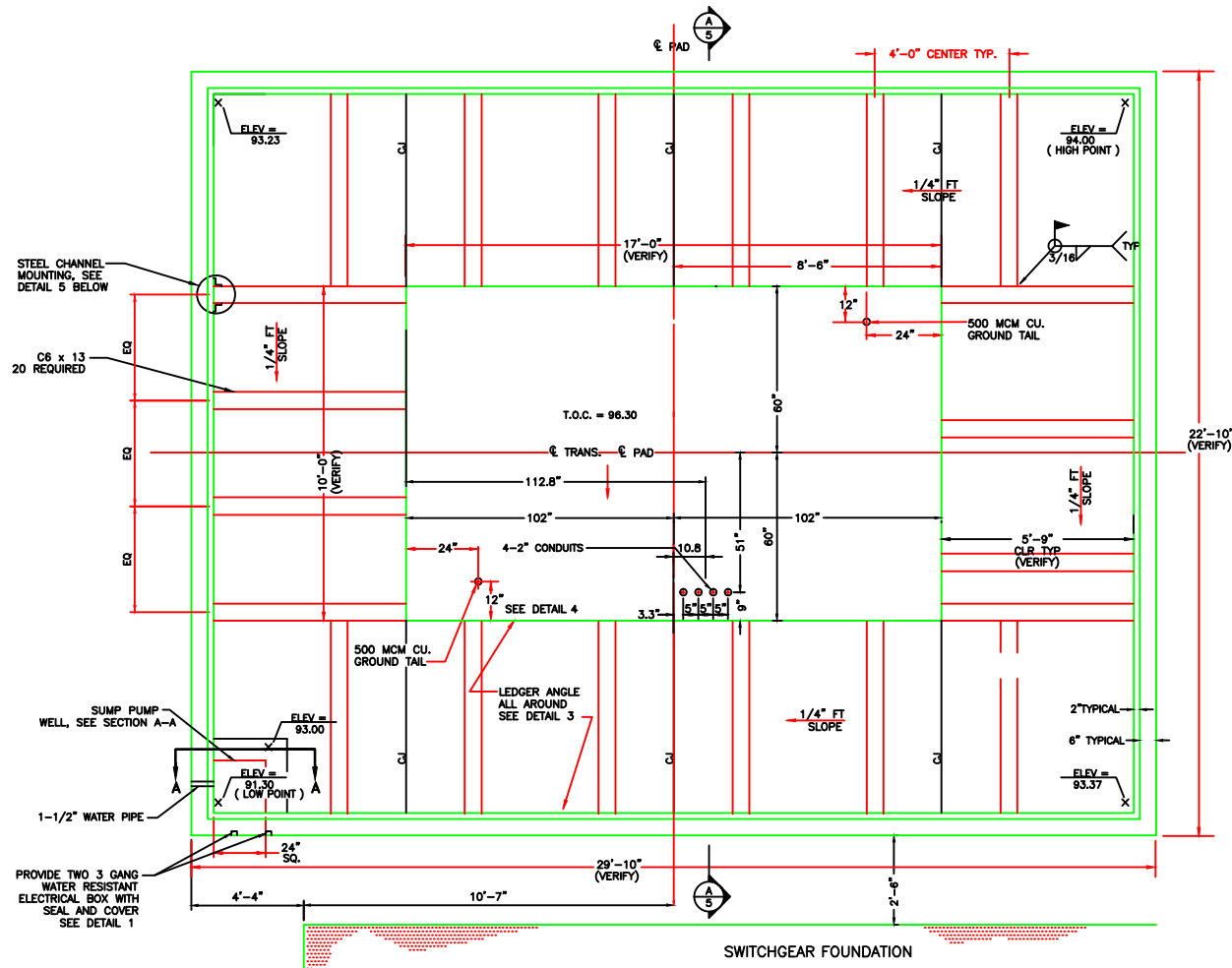
SECTION B2-B2
(NOT TO SCALE)



SECTION B3-B3
(NOT TO SCALE)

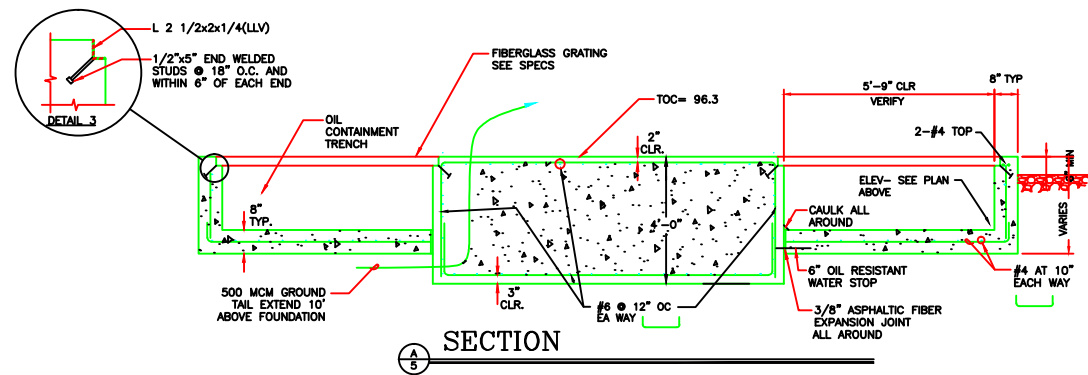


DOUGLAS SUBSTATION REBUILD			
1	RL	7/20/18	ISSUE FOR CONSTRUCTION
REV	BY	DATE	DESCRIPTION
60-kV CONTROL HOUSE FOUNDATION			JOB NO. 144001
TITLE			ACCOUNT NO. 40002
ENG. V. BOTTOM			DRAWING NO. 310C1-101
DR. K. LONG			DATE 4/27/18

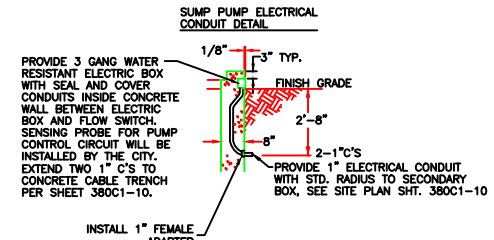


TRANSFORMER PAD - TYPICAL

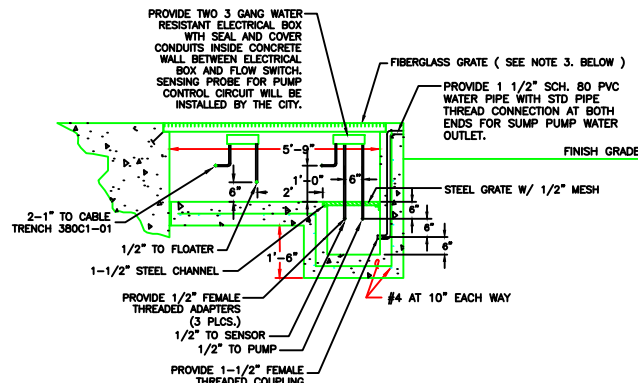
NOT TO SCALE TWO TOTAL - SEE SITE PLAN



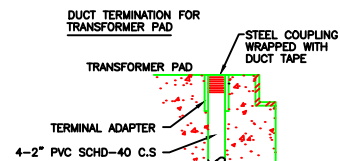
SECTION A-A



DETAIL 1



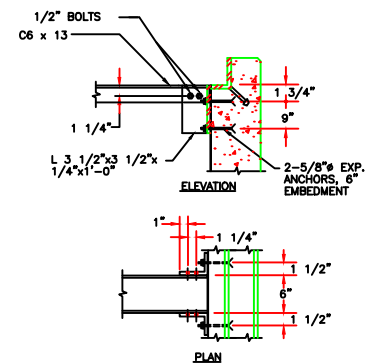
SECTION A-A



DETAIL 4

NOTES:

1. ALL STEEL SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
2. CONTRACTOR SHALL PROVIDE AND INSTALL FIBERGLASS GRATES OVER CONTAINMENT TRENCHES AS SHOWN ON THIS DRAWING. FIBER-GLASS GRATING SHALL BE MADE BY IKG IN ACCORDANCE WITH WEST PLAN SUBSTATION CIVIL CONSTRUCTION SPECIFICATIONS SECTION-FIBER GLASS GRATING.
3. CONTRACTOR SHALL CALL FOR INSPECTION BY CITY ENGINEER 24 HOURS PRIOR TO POURING ANY CONCRETE.

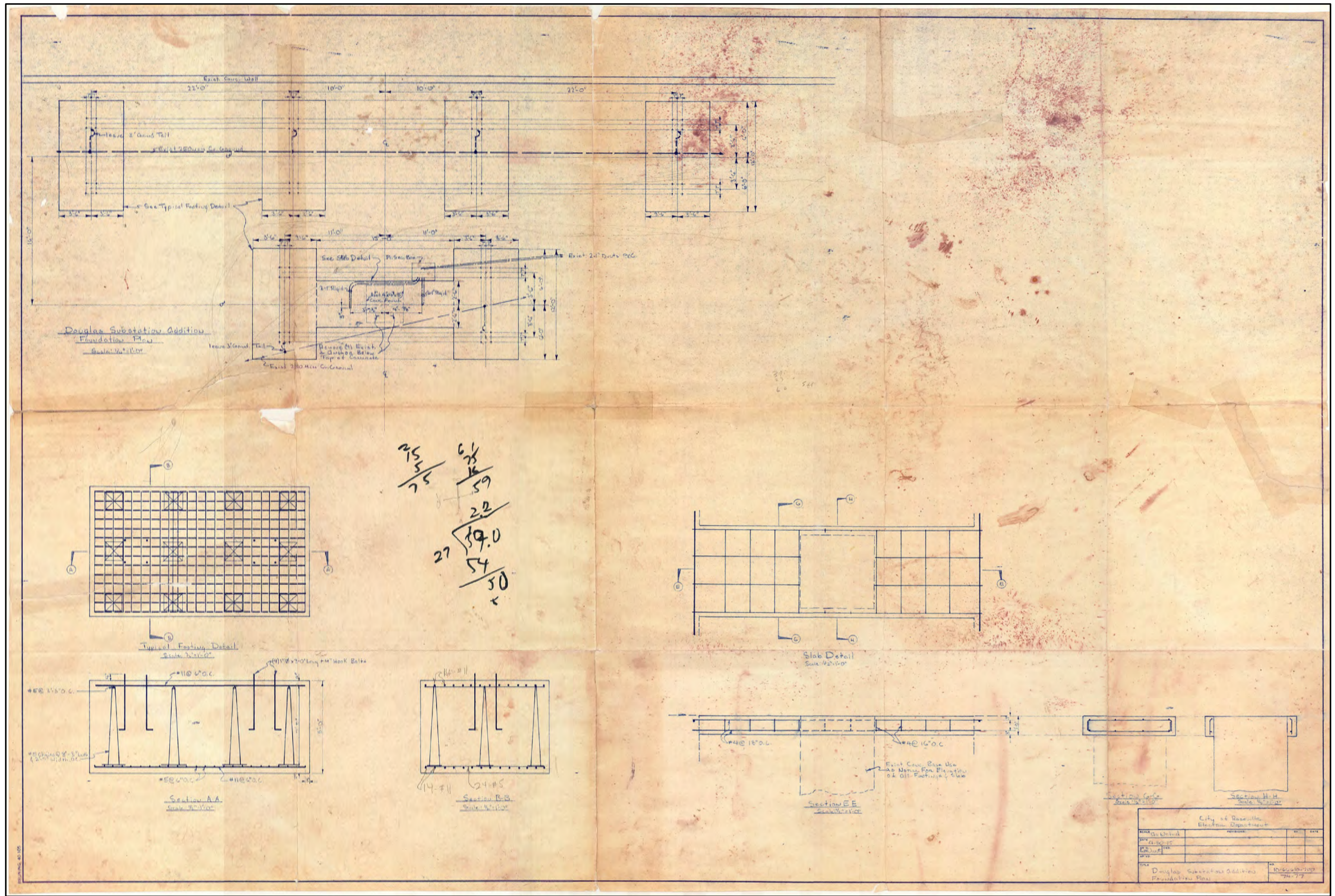


DETAIL 5

WEST PLAN SUBSTATION

REV	BY	DATE	DESCRIPTION	APPROVED	DATE
0		8/8/18	TEMPLATE		
1	ENG. P. TRAN	8/13/18	SCALE NONE	JOB NO. 144001	
2	DRG. J. KANDREWS	8/13/18	TRANSFORMER PAD & SUMP PUMP DETAILS	ACCOUNT NO. 40001-6130	
			ST24	DRAWING NO. 310C1-102	

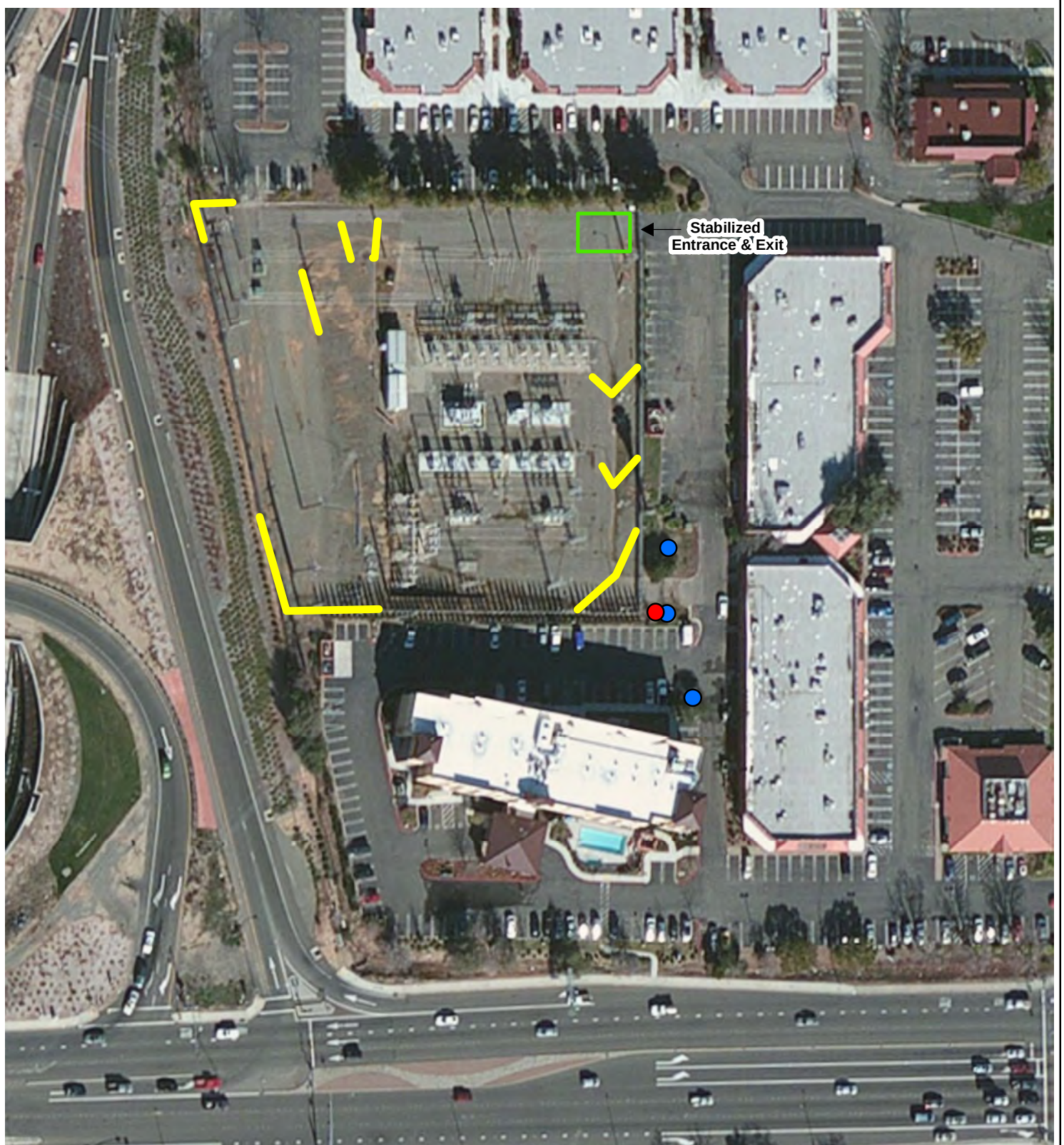
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DOUGLAS SUBSTATION

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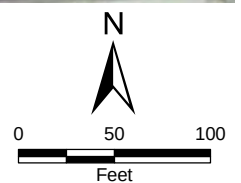
REV	BY	DATE	DESCRIPTION	APPR.
1				
INCOMING 60KV STRUCTURE FOUNDATION				
JOB NO. 144001				
ACCOUNT NO. 40002-6130				
DRAWING NO. 74-77				
TITLE	APPR.	SCALE	N.T.S.	DATE
ENG.				
DWG.				



Aerial imagery courtesy of ESRI Imagery 2014.
Projection: NAD 83, California State Plane, Zone II

Legend

- Sample Location
- Drain Inlet Protection
- Fiber Roll



BEST MANAGEMENT PRACTICE CONTROLS
DOUGLAS BOULEVARD SUBSTATION REBUILD PROJECT - SWPPP
Roseville, California

FIGURE 4

DRAWN BY	KLP
CHECKED BY	NSP
PROJECT MGR	DBN
DATE	11/14
WKA NO. 10167.02	

Geotechnical Engineering Report

DOUGLAS SUBSTATION

WKA No. 10167.01P

July 25, 2014

Prepared For:

City of Roseville – Electric

2090 Hilltop Circle

Roseville, California 95747

Geotechnical Engineering Report

DOUGLAS SUBSTATION

Roseville, California

WKA No. 10167.01P

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Geotechnical Engineering Report
DOUGLAS SUBSTATION
Roseville, California
WKA No. 10167.01P

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APPENDIX B – Guide Earthwork Specifications

APPENDIX C – Guide Pier Specifications



*Geotechnical Engineering Report***DOUGLAS SUBSTATION**

Douglas Boulevard and North Sunrise Avenue

Roseville, California

WKA No. 10167.01P

July 25, 2014

INTRODUCTION

We have completed a geotechnical engineering study for the planned electrical utility improvements at the existing Douglas electrical substation located northwesterly of the intersection of Douglas Boulevard and North Sunrise Avenue in Roseville, California (see Figure 1). The purposes of our work have been to explore the existing site, soil, and groundwater conditions across the site, and to provide geotechnical engineering conclusions and recommendations for the design and construction of the proposed substation improvements. This report presents the results of our work.

Scope of Work

Our scope of work has included the following tasks:

1. site reconnaissance;
2. review of United States Geological Survey (USGS) topographic maps, geologic maps, historical aerial photographs, and available groundwater information;
3. subsurface exploration, including the drilling and sampling of four borings to a maximum depth of approximately 26½ feet below existing site grades;
4. laboratory testing of selected soil samples;
5. engineering analyses; and,
6. preparation of this report.

Figures and Attachments

This report contains a Vicinity Map as Figure 1; a Site Plan showing the project layout and approximate boring locations as Figure 2; and Logs of Soil Borings as Figures 3 through 6. An explanation of symbols and classification system used on the logs is included as Figure 7. Appendix A contains general information regarding project concepts, exploratory methods used during the field investigation phase of our study, a description of laboratory tests performed, and laboratory test results not included in our boring logs. Appendix B contains *Guide Earthwork Specifications* and Appendix C contains *Guide Pier Specifications*, both may be used in the preparation of contract plans and specifications.

Proposed Development

We understand the proposed substation improvements will replace existing electrical structures at the subject site in phases. Based on review of a *Douglas Substation Plot Plan (Drawing No. 310C1-13)*, provided by Roseville Electric on May 27, 2014, the new electrical substation will consist of large transformers supported on concrete mat foundations, a control house supported on conventional shallow foundations, and H-frame incoming line structures and utility service poles to be supported on drilled pier foundations. We understand six-foot diameter and 20-foot long piers are currently being considered for the incoming line structures. Associated development will include construction of underground utilities, landscaping, and exterior flatwork.

A grading plan was not available for review at the time this report was written; however, we anticipate excavations and fills on the order of about one to two feet will be required for development of the site.

FINDINGS

Site Description

The project site is located northwest of the intersection of Douglas Boulevard and North Sunrise Avenue in Roseville, California. The relatively square-shaped site encompasses a total area of approximately two acres and is identified as Placer County Assessor's Parcel Number (APN) 013-213-002. The site is bounded to the north and east by commercial development; to the south by a Hampton Inn and Suites hotel; and, to the west by an Interstate-80 on-ramp.

The topography across the site is generally flat, with the exception of the western boundary of the site, which slopes upward to the west approximately 10 feet higher than the remainder of the site. Review of the USGS topographic map of the Citrus Heights, California Quadrangle, dated 1992, shows the site to have surface elevations ranging between +170 and +180 feet relative to mean sea level (msl).

At the time of our field explorations on June 30, 2014, the central and eastern portions of the site supported electrical utility poles and structures, with the remainder of the area supporting asphalt concrete pavements. A single-story control building was observed near the center of the site. A masonry retaining wall was located west of the control building extending south before turning east along a portion of the southern boundary of the site. West of the retaining



wall was fallow ground with loose gravel spread across the surface. Utility poles, panels and equipment were observed throughout the western portion of the site.

Historical Aerial Photograph Review

We reviewed historical aerial photographs of the site available from our files and Google Earth software. Available photographs were from the years 1962, 1968, 1970, 1981, 1988, 1993, 1998 and 2002 through 2014.

Review of a photograph taken in 1962 shows the site to be vacant land covered with vegetation. This photograph shows an electrical substation development located adjacent to the south of the site.

Review of a photograph taken in 1968 shows the project site has been developed with an electrical substation. The electrical substation structures visible in the photograph appear to have a similar layout as the size and location of the structures observed during the time our field exploration was performed. The electrical substation located south of the site is still visible in this photograph.

Review of photographs taken in 1970, 1981 and 1988 also show the electrical substation development located south of the site generally remained unchanged since 1968. Review of the photograph taken in 1993 shows the electrical substation development located south of the site appears to be abandoned. Remnants of former electrical substation structures are still visible in the photograph taken in 1993. Based on further review of photographs, the electrical substation development south of the site appeared abandoned from 1993 to 2006. Review of a photograph taken in 2007 shows the remnants of the former electrical substation structures have been completely removed and construction of the Hampton Inn & Suites hotel located south of the site is in progress. Review of a photograph taken in 2008 shows the construction of the Hampton Inn & Suites hotel has been completed.

Review of photographs taken in 1970, 1981, 1988, 1993, 1998 and 2002 through 2014 revealed the site generally remained unchanged since 1968.

General Site Geology

The site is mapped as being underlain by Pleistocene alluvial-fan deposits of the Lower Member of the Riverbank Formation as identified by the Department of Interior United States Geologic Survey publication, "Geologic Map of the Late Cenozoic Deposits of the Sacramento Valley and Northern Sierra Foothills, California", and the California Department of Conservation, Division of



Mines and Geology, "Geologic Map of the Sacramento Quadrangle." The Lower Member of the Riverbank Formation consists predominantly of non-consolidated to semi-consolidated, red to reddish brown silts, sands and gravels, with minor amounts of clay, derived from granitic and metamorphic rocks of the Sierra Nevada.

Subsurface Conditions

The subsurface conditions encountered in the borings (D1 to D4) generally consisted of medium dense to very dense, silty sand to depths ranging from approximately 5½ to 26½ feet below existing site grades. The silty sand soils were underlain by layers of medium dense to very dense, poorly graded sand and sandy silt to the maximum explored depth of 26½ feet below existing site grades. Undocumented fill was observed in Boring D4 from the ground surface extending to a depth of about six feet below existing site grades. The undocumented fill consisted of dense, clayey, silty sand and very stiff, silty clay. Boring D2 met practical auger refusal at a depth of about 21 feet below existing site grades.

For specific information regarding the subsurface conditions at a specific location, please refer to the Logs of Soil Borings, presented as Figures 3 through 6.

Groundwater

Permanent groundwater was not observed within the borings performed on June 30, 2014, to the maximum depth explored of approximately 26½ feet below existing site grades. Based on review of the Western Placer County Groundwater Management Plan, dated November 2007, prepared by MWH Global, the permanent groundwater table is anticipated to be at an elevation between +40 and +50 feet msl, or a depth greater than 120 feet below existing site grades.

CONCLUSIONS

Bearing Capacity

Existing undocumented fills are not considered suitable for support of the proposed utility improvement and should be completely removed and replaced with engineered fill. However, the results of our field and laboratory work indicate the undisturbed surface and near-surface soils, as well as new engineered fill composed of native or approved import material, are capable of supporting the proposed improvements, provided the recommendations provided in this report are followed. It is emphasized that sub-excavation of structural areas (i.e. building areas, transformer pad, etc.), along with thorough recompaction of the upper soils, and proper



backfilling of depressions resulting from site clearing activities will be important to providing uniform support for the planned improvements.

Seismicity and Faults

The Alquist-Priolo Earthquake Fault Zoning Act (AP Act) has defined an active fault as one that has ruptured in the last 11,700 years. Review of the Fault Activity Map of California, prepared by the California Geologic Survey (CGS), dated 2010, shows the closest active fault to the site is the Cleveland Hills Fault, which is located about 40 to 50 miles north of the site. The closest non-active faults to the site are the Maidu, Bear Mountains and Deadman faults, located about 10 to 15 miles east and northeast of the site. These faults are associated with the Foothills Fault System and are considered to be late-Quaternary to Quaternary in age (older than 11,700). Based on this information, the potential for the site to experience ground shaking from future earthquakes is relatively low.

2013 CBC/ASCE 7-10 Seismic Design Criteria

Section 1613 of the 2013 edition of the California Building Code (CBC) references ASCE Standard 7-10 for seismic design. The following seismic parameters were determined based on the site latitude and longitude using the public domain computer program developed by the USGS.

The site is underlain by the Lower Member of the Riverbank formation, which has been identified in the Sacramento area as a material meeting Site Classification C by Wills, et al (2000¹). It is our opinion, based on the geology of the site and the soil conditions encountered at the borings and by previous investigations at the site, that the soils at this site should be designated as Site Class C in determining seismic design forces for this project in accordance with Section 1613.3.2 of the 2013 CBC. The seismic design parameters summarized in Table 1 below may be used for seismic design of the proposed electrical substation improvements.

¹ Wills, C.J, et al, 2000, "A Site Conditions Map for California Based on Geology and Shear-Wave Velocity," Bulletin of the Seismological Society of America, 90, 6B., pp.S187-S208, December 2000.



TABLE 1 – 2013 CBC/ASCE 7-10 SEISMIC DESIGN PARAMETERS

Latitude: 38.7454° N Longitude: -121.2679° W	ASCE 7-10 Table/Figure	2013 CBC Table/Figure	Factor/ Coefficient	Value
Short-Period MCE at 0.2s	Figure 22-1	Figure 1613.3.1(1)	S_s	0.501 g
1.0s Period MCE	Figure 22-2	Figure 1613.3.1(2)	S_1	0.250 g
Soil Class	Table 20.3-1	Section 1613.3.2	Site Class	C
Site Coefficient	Table 11.4-1	Table 1613.3.3(1)	F_a	1.200
Site Coefficient	Table 11.4-2	Table 1613.3.3(2)	F_v	1.550
Adjusted MCE Spectral Response Parameters	Equation 11.4-1	Equation 16-37	S_{MS}	0.601 g
	Equation 11.4-2	Equation 16-38	S_{M1}	0.387 g
Design Spectral Acceleration Parameters	Equation 11.4-3	Equation 16-39	S_{DS}	0.401 g
	Equation 11.4-4	Equation 16-40	S_{D1}	0.258 g
Seismic Design Category	Table 11.6-1	Section 1613.3.5(1)	Risk Category I to III	C
			Risk Category IV	D
	Table 11.6-2	Section 1613.3.5(2)	Risk Category I to IV	D

The City of Roseville is not shown on liquefaction hazard maps produced by the USGS. Additionally, groundwater is anticipated to be deeper than 100 feet below existing site grades. Based on the site seismologic, groundwater and soil conditions, it is our opinion that the potential for liquefaction beneath the site is relatively low.

Excavation Conditions

Based on the information obtained at the boring locations and our local experience, the surface and near-surface soils at the site should be readily excavatable with conventional earthmoving and trenching equipment. Foundation excavations and shallow trenches for utilities, less than five feet deep, should stand vertically without significant caving for short periods of time required for construction, unless saturated and/or disturbed soils are encountered. If foundation excavations cannot be maintained, forming of foundation sidewalls may be necessary to maintain vertical faces for foundations.



Excavations or trenches exceeding five feet in depth that will be entered by workers should be sloped, braced or shored to conform to current Occupational Safety and Health Administration (OSHA) requirements. The contractor must provide an adequately constructed and braced shoring system in accordance with federal, state and local safety regulations for individuals working in an excavation that may expose them to the danger of moving ground.

Excavated materials should not be stockpiled directly adjacent to an open trench to prevent surcharge loading of the trench sidewalls. Excessive truck and equipment traffic should be avoided near open trenches. If material is stored or heavy equipment is operated near an excavation, the shoring system must be designed to resist the additional pressure due to the superimposed loads.

On-Site Material Suitability for Engineered Fill Construction

The existing on-site soils, including the undocumented fill soils, are considered suitable for use as engineered fill, provided that they do not contain significant quantities of organics, rubble and deleterious debris, and are at a proper moisture content to achieve the desired degree of compaction.

Soil Expansion Potential

In general, the surface and near-surface soils encountered at the boring locations are silty sand (granular) and considered to be relatively non-expansive. Therefore, special reinforcement of foundations and floor slabs, or special moisture conditioning during site grading to resist or control soil expansion pressures, are not considered necessary on this project. Clay soils, similar to those encountered in Boring D4, would likely possess a moderate to high expansion potential. Therefore, where exposed by excavation in structural areas, the on-site clays should be removed and replaced with granular on-site soils.

Soil Corrosion Potential

Two representative near-surface soil samples were submitted to Sunland Analytical for testing to determine soil pH, minimum resistivity, and chloride and sulfate concentrations to help evaluate the potential for corrosive attack upon reinforced concrete and exposed buried metal. The results of the corrosivity testing are summarized in Table 2. Copies of the test reports are presented on Figures A2 and A3.



TABLE 2 - SOIL CORROSIVITY TEST RESULTS

Analyte	Test Method	Sample Identification	
		D1-1II (5½ to 6 feet)	D3-1II (5½ to 6 feet)
Soil pH	CA DOT 643 Modified*	6.63	6.09
Minimum Resistivity (Ω-cm)	CA DOT 643 Modified*	5,360	2,440
Chloride (ppm)	CA DOT 417	8.6	9.8
Sulfate (ppm)	CA DOT 422	5.2	4.2

Notes:

CA DOT = California Department of Transportation

* = Small cell method

Ω-cm = Ohm-centimeters

ppm = Parts per million

Published literature² considers a site to be corrosive to foundation elements if on or more of the following conditions exists for the representative soil and/or water samples taken: contains more than or equal to 500 ppm of chlorides, more than or equal to 2000 ppm of sulfates, or has a pH of less than 5.5. Based on this criterion, the on-site near-surface soils are not considered corrosive to steel reinforcement properly embedded within Portland cement concrete for the.

Table 4.2.1 – *Exposure Categories and Classes*, American Concrete Institute (ACI) 318, Section 4.2, as referenced in Section 1904.1 of the 2013 CBC, indicates the severity of sulfate exposure for the samples tested is *Not Applicable*. Ordinary Type I-II Portland cement is considered suitable for use on this project, assuming a minimum concrete cover is maintained over the reinforcement.

Wallace-Kuhl & Associates are not corrosion engineers. Therefore, to further define the soil corrosion potential at the site a corrosion engineer should be consulted.

Groundwater

Based on available groundwater information, the permanent groundwater table is anticipated to be at a depth greater than 120 feet below existing site grades; therefore, groundwater should not be a significant factor in the design or construction of this project.

² California Department of Transportation, Division of Engineering Services, Materials Engineering and Testing Services, Corrosion Technology Branch, *Corrosion Guidelines*, version 2.0, November 2012.



Seasonal Water

During the wet season, infiltrating surface runoff water may create a saturated surface condition of the near-surface soils. It is probable that grading operations attempted following the onset of winter rains and prior to prolonged drying periods will be hampered by high soil moisture contents. Such soil, intended for use as engineered fill, will require a prolonged period of dry weather and/or considerable aeration to reach a moisture content suitable to achieve required compaction.

RECOMMENDATIONS

General

The recommendations presented below are appropriate for typical construction in the late spring through fall months. The on-site soils likely will be saturated by rainfall in the winter and early spring months, and will not be compactable without drying by aeration. Should the construction schedule require work to begin during the wet months, additional recommendations can be provided, as conditions dictate.

Site Clearing and Preparation

Prior to grading, the construction areas should be cleared of all surface trash, rubble, deleterious debris, pavements and any surface and subsurface items associated with previous site development, to expose firm and stable soils. All debris should be removed from the site. Existing underground utilities (if any) designated to be removed or relocated should include all trench backfill.

All undocumented fills, exposed in structural areas, must be completely removed to expose firm native soil, as identified by the Geotechnical Engineer, or their representative. Rubble and debris exposed within the fill materials should be removed from the site. Adequate removal of debris may require laborers and handpicking to clear the subgrade soils to the satisfaction of our on-site representative, prior to further site preparation.

Depressions resulting from site clearing operations, as well as any loose, saturated, or organically contaminated soils, as identified by our representative, should be cleaned out to firm, undisturbed soils and backfilled with engineered fill. We consider it essential that our representative be present during site clearing activities to verify the adequate removal of surface



and/or subsurface structures, and observe and evaluate the condition of the existing on-site materials.

Existing surface vegetation within construction areas should be removed by stripping. Strippings may be stockpiled for later use or disposed of offsite. Strippings should not be used in general fill construction areas supporting structures or pavements. Strippings may be used in landscape areas, provided they are kept at least five feet from building pads and other surface improvements, moisture conditioned, and compacted.

Sub-excavation

Following site clearing operations, structural areas of the site, such as building areas and transformer/equipment pads, should be sub-excavated to a depth of at least 12 inches below the foundation bottoms. The transformer pads should be sub-excavated to a depth of at least 12 inches below the bottom of planned foundation. The sub-excavation should extend at least five feet beyond the structural areas. Areas of structures supported on drilled piers do not require sub-excavation.

Subgrade Preparation

Following site clearing and sub-excavation operations, the exposed subgrade, as well as any other areas to receive fill, achieved by excavation or remain at grade, should be scarified to a depth of at least 12 inches, thoroughly moisture conditioned to at least the optimum moisture content and uniformly compacted to at least 95 percent of the maximum dry density per ASTM D1557.

Site preparation operations should extend at least five feet beyond the building pad, including adjacent flatwork, where practical. Compaction should be performed using a heavy, self-propelled, sheepsfoot compactor capable of achieving the specified degree of compaction. Difficulty in achieving subgrade compaction may be an indication of loose, soft or unstable soil conditions associated with prior site use. If these conditions exist, the loose, soft or unstable materials should be excavated to expose firm and stable soils. The resulting excavations should be backfilled with engineered fill as described in the following section of this report.

Engineered Fill Construction

Engineered fill consisting of native, on-site or import materials should be placed in lifts not exceeding six inches in compacted thickness, with each lift being thoroughly moisture



conditioned to at least the optimum moisture content and uniformly compacted to at least 95 percent relative compaction.

On-site soils encountered in our explorations, including undocumented fills, are considered suitable for use as engineered fill, provided they are at a workable moisture content to achieve the required compaction, and do not contain rubbish, rubble, deteriorous debris, and organics. Clay soils should not be used in fills within the upper 12 inches of the final building and equipment pad subgrades, including areas supporting flatwork. With prior approval from our on-site representative, clay soils may be used in other fill areas, such as landscaping areas or utility trench backfill.

The upper 12 inches of engineered fill for the building pad and transformer/equipment pads should consist of on-site or imported granular sandy soils, be thoroughly moisture conditioned to at least the optimum moisture content and uniformly compacted to at least 95 percent of the maximum dry density.

Imported fill materials, if required, should be granular soils with a Plasticity Index of 15 or less when tested in accordance with ASTM D4318; an Expansion Index of 20 or less when tested in accordance with ASTM D4829, and should not contain particles greater than three inches in maximum dimension. Import material also shall not contain known contaminants and be within acceptable corrosion limits. The contractor must provide appropriate documentation that the import does not contain known contamination. Imported soils should be approved by our office prior to being transported to the site.

Permanent excavation and fill slopes should be constructed no steeper than two horizontal to one vertical (2H:1V) and should be vegetated as soon as practical following grading to minimize erosion. As a minimum, erosion control measures should include placement of straw bale sediment barriers or construction of silt filter fences in areas where surface run-off may be concentrated.

All earthwork operations should be accomplished in accordance with the recommendations contained within this report and the appended *Guide Earthwork Specifications* provided in Appendix B. It is essential that a representative from our firm be present on a regular basis during all earthwork operations to verify that the recommendations in this report and the project plans and specifications are satisfied.



Utility Trench Backfill

Utility trench backfill within structural areas (structures, pads, exterior flatwork, etc.) should be mechanically compacted as engineered fill in accordance with the following recommendations. Bedding of utilities and initial backfill around and over the pipe should be in accordance with the manufacturer's recommendations for the pipe materials selected.

We recommend that native soil be used as trench backfill, especially within the footprint of the building and extending at least five feet beyond perimeter foundations. Utility trench backfill should be placed in maximum 12-inch lifts (compacted thickness), moisture conditioned to at least the optimum moisture content and mechanically compacted to at least 95 percent of the maximum dry density as determined by ASTM D1557.

We recommend that underground utility trenches that are aligned nearly parallel with foundations be at least three feet from the outer edge of foundations, wherever possible. As a general rule, trenches should not encroach into the zone extending outward at a one horizontal to one vertical (1H:1V) inclination below the bottom of foundations. Additionally, trenches parallel to existing foundations should not remain open longer than 72 hours. The intent of these recommendations is to prevent loss of both lateral and vertical support of foundations, resulting in possible settlement.

Foundations

Transformer and Equipment Pads

We understand the preferred foundation for the transformers, and any other heavy utility structures, is a mat foundation. The proposed transformers, and any other heavy utility structures, may be supported on a mat foundation, extending at least 12 inches into engineered fill prepared in accordance with our report. Mat foundations may be designed using a maximum allowable "net" bearing capacity of 2500 psf for dead plus live loads. This value may be increased by one-third for consideration of seismic and wind forces. A soil modulus of subgrade reaction (k_s) of 150 pounds per cubic inch (pci) may be used in evaluating the mat.

Resistance to lateral foundation displacement may be computed using an allowable friction factor of 0.35, which may be multiplied by the effective vertical load on each foundation. Additional lateral resistance may be computed using an allowable passive earth pressure against the vertical projection of foundations equivalent to a fluid pressure of 350 psf per foot of depth. These two modes of resistance should not be added unless the frictional value is



reduced by 50 percent since mobilization of these resistances may occur at different degrees of horizontal movement.

Control House Building

The proposed control house building may be supported on a continuous foundation and/or isolated spread foundations, extending at least 12 inches into the compacted building pad or lowest adjacent soil grade. Lowest soil grade is defined as either the adjacent exterior soil grade or the soil subgrade beneath the building, whichever is lower. Continuous foundations should maintain a minimum width of 12 inches; spread foundations should be at least 18 inches in plan dimension. We recommend the foundations be continuous around the building perimeters to help minimize moisture infiltration and variations beneath the structure. Foundations so established may be sized using an allowable "net" bearing capacity of 2500 psf for dead plus live loads. This value may be increased by one-third for consideration of seismic and wind forces. The weight of foundation concrete extending below adjacent soil grade may be disregarded in sizing computations.

We recommend that all foundations be adequately reinforced to provide structural continuity, mitigate cracking and permit spanning of local soil irregularities. The structural engineer should determine final foundation reinforcing requirements; however, as a minimum, we recommend that reinforcement of continuous foundations should consist of at least two No. 4 bars, placed one each near the top and bottom of the foundation, to allow the foundations the ability to span isolated soil irregularities. The project structural engineer should determine the need for additional foundation reinforcement based on anticipated structural loads.

Resistance to lateral foundation displacement may be computed using the allowable friction factor and passive earth pressure as previously presented.

H-frame Incoming Structures and Utility Service Poles

The H-frame incoming structures and utility service poles may be supported on drilled, cast-in-place reinforced concrete piers (drilled piers) extending at least five feet below grade for the utility service poles and at least 15 feet below grade for the H-frame incoming structures. Piers should have a minimum shaft diameter of at least 30 inches to facilitate proper cleaning of the bottom of the hole and may be designed as end-bearing or friction piers using the following design parameters.



End-bearing drilled piers should extend to a depth of at least 15 feet below lowest adjacent soil grade and may be sized utilizing a maximum allowable vertical bearing capacity of 4000 psf for dead plus live loads. This value may be increased by one-third to include short-term wind or seismic forces. The weight of foundation concrete below grade may be disregarded in sizing computations.

Friction piers should neglect end-bearing capacity and may be designed using an allowable skin friction of 350 psf, which may be applied over the surface of the pier. This value may be increased by one-third to include short-term wind or seismic forces. The upper 12 inches of skin friction should be neglected for uplift and vertical bearing unless the pier is completely surrounded by slab concrete or pavements for a distance of at least three feet from the edge of the foundation pier.

Uplift resistance of pier foundations may be computed using the following resisting forces, where applicable: 1) weight of the pier concrete (150 pounds per cubic foot) and, 2) the allowable skin friction of 350 psf applied over the shaft area of the pier. Increased uplift resistance can be achieved by increasing the diameter of the pier or increasing the depth.

Sizing of piers to resist lateral loads can be evaluated using Section 1807.3.2 of the 2013 CBC. A value of 350 psf per foot of depth may be used for the lateral bearing pressure of the on-site soils. Per Section 1806.1 of the 2013 CBC, an increase of 1/3 is permitted when using the alternate load combinations in Section 1605.3.2 that include wind or earthquake loads.

The bottom of the pier excavations should be free of loose or disturbed soils prior to placement of the concrete. Cleaning of the bearing surface should be verified by the Geotechnical Engineer's representative prior to concrete placement. The structural engineer should determine the necessary drilled pier reinforcement, if needed. Reinforcement and concrete should be placed in the pier excavations as soon as possible after excavation is completed to minimize the chances of sidewall caving into the excavations. Although we do not anticipate excessive sloughing of the sidewalls during pier construction, we recommend that the pier contractor be prepared to case the drilled pier holes if conditions require, especially if loose and/or cohesionless sands are encountered. To minimize the amount of sidewall caving, we recommend that a maximum elapsed time of two hours between completion of the pier excavation and the start of concrete placement.

It is essential that our representative be present during pier drilling and construction operations to verify adequate depth of penetration into competent bearing soils. Concrete and reinforcing steel should not be placed in any pier excavation until approved by our representative. Drilled



pier design and construction should be accomplished in accordance with the recommendations contained within this section and the appended *Guide Pier Specifications* (Appendix C).

Interior Floor Slab Support

Interior concrete slab-on-grade floors for the control house building can be supported upon the soil subgrade prepared in accordance with the recommendations in this report and maintained in that condition (at least the optimum moisture). Interior concrete slab-on-grade floors should be at least four inches thick and, as a minimum, should contain chaired No. 3 reinforcing bars placed no wider than 24-inches, center-to-center spacing each way throughout the slab, and located at mid-slab depth. This slab reinforcement is suggested as a guide "minimum" only; final reinforcement and joint spacing should be determined by the structural engineer based on anticipated slab loading. Proper and consistent location of the reinforcement at mid-slab is essential to its performance. The risk of uncontrolled shrinkage cracking is increased if the reinforcement is not properly located within the slab. Temporary loads exerted during construction from vehicle traffic, construction equipment, storage of palletized construction materials, etc. should be considered in the design of the thickness and reinforcement of interior slabs.

Floor slabs should be underlain by a layer of free-draining crushed rock, serving as a deterrent to migration of capillary moisture. The crushed rock layer should be at least four inches thick and graded such that 100 percent passes a one-inch sieve and no appreciable amount passes a No. 4 sieve. Additional moisture protection *may* be provided by placing a plastic water vapor retarder (at least 10-mils thick) directly over the crushed rock. The plastic water vapor retarder should meet or exceed the minimum specifications as outlined in ASTM E1745 and be installed in strict conformance with the manufacturer's recommendations.

Floor slab construction over the past 25 years or more has included placement of a thin layer of sand over the vapor retarder membrane. The intent of the sand is to aid in the proper curing of the slab concrete. However, recent debate over excessive moisture vapor emissions from floor slabs includes concern for water trapped within the sand. As a consequence, we consider the use of the sand layer as optional. The concrete curing benefits should be weighed against efforts to reduce slab moisture vapor transmission.

The recommendations presented above are intended to mitigate any significant soils-related cracking of the slab-on-grade floors. More important to the performance and appearance of a Portland cement concrete slab is the quality of the concrete, the workmanship of the concrete contractor, the curing techniques utilized and the spacing of control joints.



Floor Slab Moisture Penetration Resistance

It is considered likely that floor slab subgrade soils will become wet to near-saturated at some time during the life of the control house structure. This is a certainty when slabs are constructed during the wet seasons, or when constantly wet ground or poor drainage conditions exist adjacent to structures. For this reason, it should be assumed that all slabs in occupied areas, as well as those intended for moisture-sensitive floor coverings or materials, require protection against moisture or moisture vapor penetration. Standard practice includes the crushed rock base and water vapor retarder membrane as suggested above. However, the crushed rock and plastic membrane offer only a limited, first-line of defense against soil-related moisture; they do not moisture-proof the slab. Recommendations contained in this report concerning foundation and floor slab design are presented as *minimum* requirements, only from the geotechnical engineering standpoint.

It is emphasized that the use of crushed rock and plastic membrane below the slab will not "moisture proof" the slab, nor will it assure that slab moisture transmission levels will be low enough to prevent damage to floor coverings or other building components. If increased protection against moisture vapor penetration of slabs is desired, a concrete moisture protection specialist should be consulted. The design team should consider all available measures for slab moisture protection. It is commonly accepted that maintaining the lowest practical water-cement ratio in the slab concrete is one of the most effective ways to reduce future moisture vapor penetration of the completed slabs.

Exterior Flatwork

Soils subgrade areas to support exterior concrete flatwork (e.g., sidewalks, patios, etc.) should be prepared in accordance with the Subgrade Preparation and Engineered Fill Construction recommendations included in this report. Proper moisture conditioning of the subgrade soils is considered essential to the performance of the exterior flatwork. Expansion joints should be provided to allow for minor vertical movement of the flatwork. Exterior flatwork should be constructed independent of perimeter building foundations and/or isolated column foundations by the placement of a layer of felt material between the flatwork and the foundation.

Exterior flatwork concrete should be at least four inches thick and underlain by at least four inches of class 2 aggregate base compacted to at least 95 percent of the maximum dry density. Consideration should be given to thickening the edges of sidewalks and patios to at least twice the slab thickness where wheel traffic is expected over the slabs. Slab reinforcement for crack control, if desired, should consist of No. 3 reinforcing bars spaced at 24-inch centers each way.



Areas adjacent to new exterior flatwork should be landscaped to maintain more uniform soil moisture conditions adjacent to and under flatwork. We recommend final landscaping plans not allow fallow ground adjacent to exterior concrete flatwork.

Practices recommended by the Portland Cement Association for proper placement, curing, joint depth and spacing, construction, and placement of concrete should be followed during exterior concrete flatwork construction.

Site Drainage

Final site grading should be accomplished to provide positive drainage of surface water away from structures and prevent ponding of water adjacent to foundations or slabs. The grades adjacent to the structures should be sloped away from foundations at a minimum two percent gradient for at least five feet, where possible. Roof gutter downspouts should drain onto pavements or be connected to rigid non-perforated piping directed to an appropriate drainage point away from the structure. Ponding of surface water should not be allowed adjacent to the structures. Landscape berms, if planned, should not be constructed in such a manner as to promote drainage toward structures.

Geotechnical Engineering Observation and Testing During Earthwork

Site preparation should be accomplished in accordance with the recommendations of this report and the *Guide Earthwork Specifications* provided in Appendix B. Geotechnical testing and observation during construction is considered a continuation of our geotechnical engineering investigation. Wallace-Kuhl & Associates should be retained to provide testing and observation services during site preparation, earthwork, and foundation construction at the project to verify compliance with this geotechnical report and the project plans and specifications and to provide consultation as required during construction. These services are beyond the scope of work authorized for this investigation. We would be pleased to submit a proposal to provide these services upon request.

Section 1803.5.8 "Compacted Fill Material" of the 2013 CBC requires that the geotechnical engineering report provide a number and frequency of field compaction tests to determine compliance with the recommended minimum compaction. Many factors can affect the number of tests that should be performed during the course of construction, such as soil type, soil moisture, season of the year and contractor operations/performance. Therefore, it is crucial that the actual number and frequency of testing be determined by the Geotechnical Engineer during construction based on their observations, site conditions, and difficulties encountered.



In the event that Wallace-Kuhl & Associates is not retained to provide geotechnical engineering observation and testing services during construction, the Geotechnical Engineer retained to provide these services should indicate in writing that they agree with the recommendations of this report, or prepare supplemental recommendations as necessary. A final report by the "Geotechnical Engineer" should be prepared upon completion of the project.

LIMITATIONS

Our recommendations are based upon the information provided regarding the proposed project, combined with our analysis of site conditions revealed by the field exploration and laboratory testing programs. We have used our engineering judgment based upon the information provided and the data generated from our investigation. This report has been prepared in substantial compliance with generally accepted geotechnical engineering practices that exist in the area of the project at the time the report was prepared. No warranty, either express or implied, is provided.

If the proposed construction is modified or re-sited; or, if it is found during construction that subsurface conditions differ from those we encountered at the boring locations, we should be afforded the opportunity to review the new information or changed conditions to determine if our conclusions and recommendations must be modified.

We emphasize that this report is applicable only to the proposed construction and the investigated site, and should not be utilized for construction on any other site. The conclusions and recommendations of this report are considered valid for a period of three years. If design is not completed and construction has not started within three years of the date of this report, the report must be reviewed and updated, if necessary.

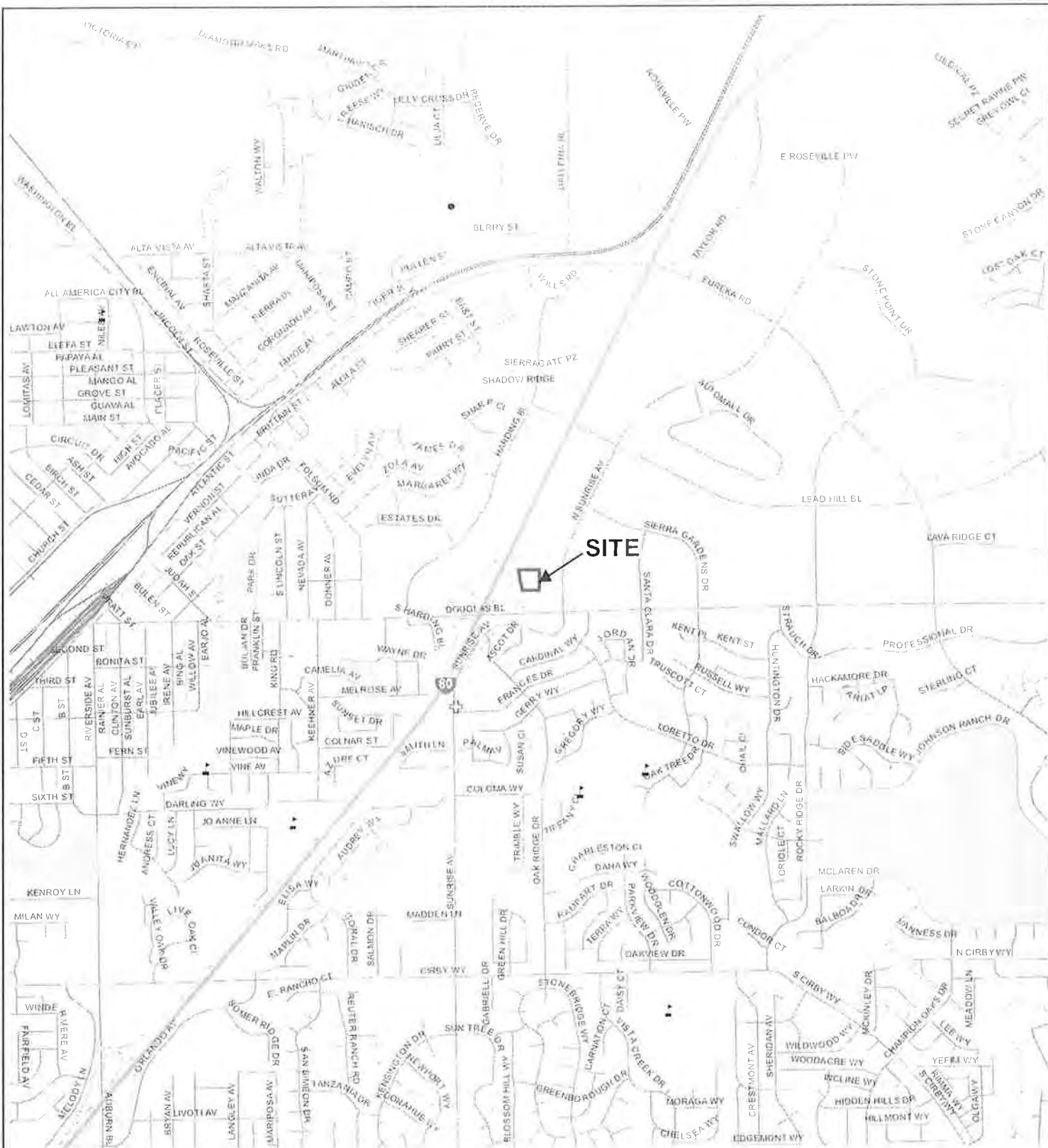
Wallace - Kuhl & Associates


Mauricio Luna
Project Engineer

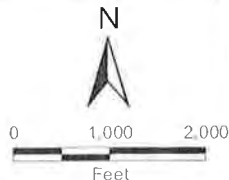



Dominic J. Potestio
Project Engineer





Street data courtesy of Placer County
 Hydrography courtesy of the U.S. Geological Survey
 acquired from the GIS Data Depot, December, 2007.
 Projection: NAD 83, California State Plane, Zone II



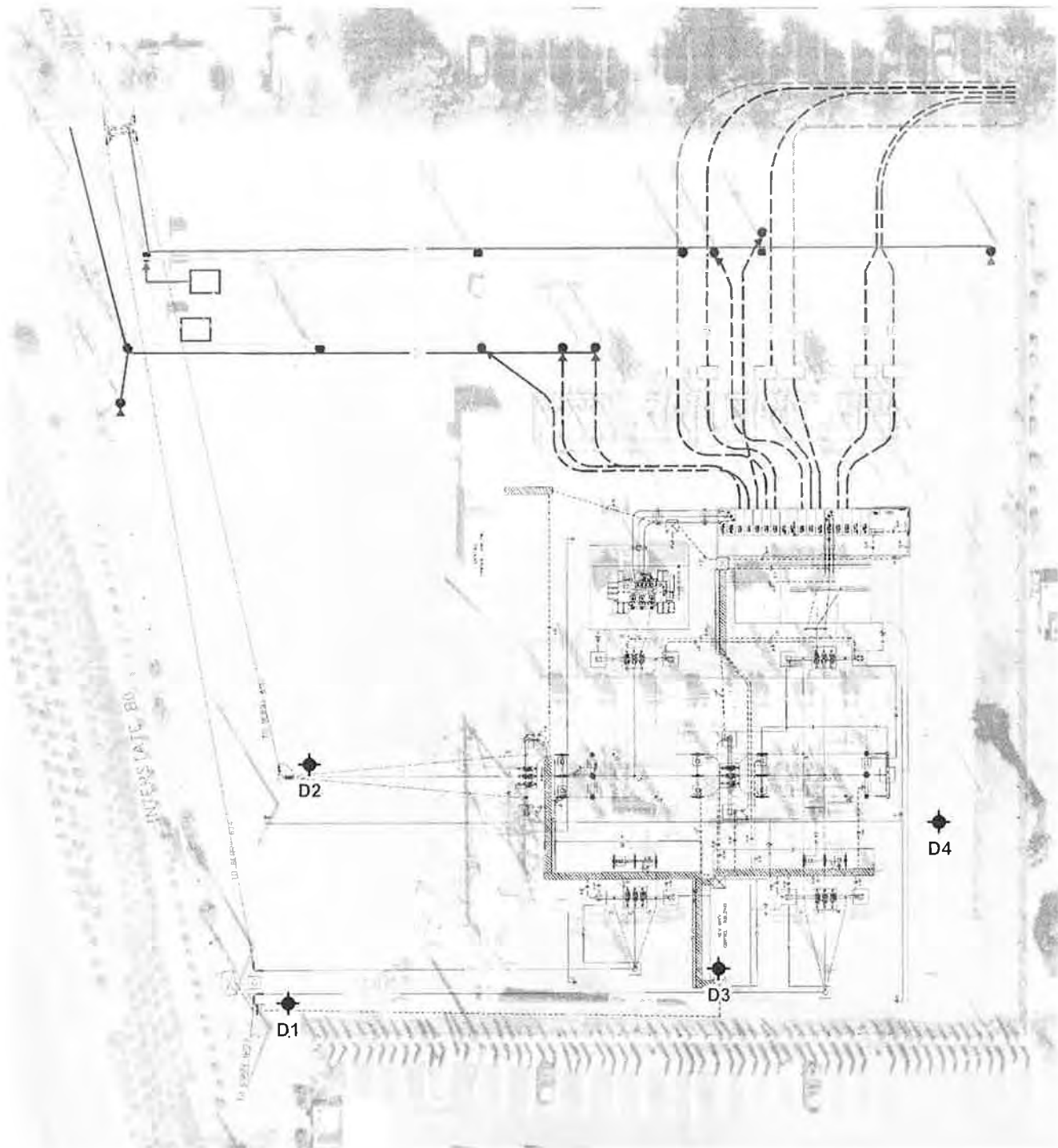
WallaceKuhl
 A J E E N G I N E E R S

VICINITY MAP
DOUGLAS SUBSTATION
 Roseville, California

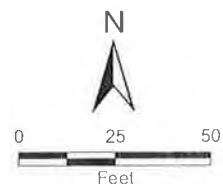
FIGURE 1

DRAWN BY	TJC
CHECKED BY	DJP
PROJECT MGR	DJP
DATE	7/14

WKA NO. 10167.01P



Adapted from a Plot Plan prepared by Roseville Electric (Drawing No. 310C1-13), which was provided on May 27, 2014, and an aerial photograph.
Projection: NAD 83, California State Plane, Zone II



SITE PLAN
DOUGLAS SUBSTATION
Roseville, California

FIGURE 2

DRAWN BY	TJC
CHECKED BY	DJP
PROJECT MGR	DJP
DATE	7/14
WKA NO. 10167.01P	

Project: Douglas Substation
 Project Location: Roseville, California
 WKA Number: 10167.01P

LOG OF SOIL BORING D1

Sheet 1 of 1

Date(s) Drilled	6/30/14	Logged By	DJP	Checked By	DJP
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	26.5 feet
Drill Rig Type	CME-55	Diameter(s) of Hole, inches	6"	Approx. Surface Elevation, ft MSL	
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	California Modified	Drill Hole Backfill	cement grout
Remarks				Driving Method and Drop	140-lb automatic hammer; 30-inch drop

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	NUMBER OF BLOWS	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Dark reddish brown, moist, medium dense, silty fine to medium sand (SM)						
5					D1-1I	16			
10			very dense		D1-2I	50/6"	10.2	121	
15			grayish brown, very silty		D1-3I	39			
20			brown / grayish brown		D1-4I	40	11.1	104	
25			reddish brown, fine to coarse sand		D1-5I	52			

BORING LOG 10167.01P - DOUGLAS SUBSTATION.GPJ WKA.GDT 7/25/14 2:34 PM

Project: Douglas Substation
 Project Location: Roseville, California
 WKA Number: 10167.01P

LOG OF SOIL BORING D2

Sheet 1 of 1

Date(s) Drilled	6/30/14	Logged By	DJP	Checked By	DJP
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	21.0 feet
Drill Rig Type	CME-55	Diameter(s) of Hole, inches	6"	Approx. Surface Elevation, ft MSL	
Groundwater Depth (Elevation), feet	Not Encountered	Sampling Method(s)	California Modified	Drill Hole Backfill	cement grout
Remarks	Driving Method and Drop 140-lb automatic hammer; 30-inch drop				

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	NUMBER OF BLOWS	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Dark reddish brown, moist, dense, silty fine sand (SM)						
			fine to coarse sand						
	5				D2-1I	27			TR
			dark brown, very dense, very silty						
	10				D2-2I	53	12.6	122	
			grayish / reddish brown						
	15				D2-3I	27			
			Grayish / Reddish brown, moist, medium dense, fine sandy silt (ML)						
			Grayish brown, slightly moist, very dense, poorly graded sand (SP)						
	20				D2-4I	50/6"	4.8	97	

BORING LOG 10167.01P - DOUGLAS SUBSTATION.GPJ WKA GDT 7/25/14 2:34 PM

Project: Douglas Substation
 Project Location: Roseville, California
 WKA Number: 10167.01P

LOG OF SOIL BORING D3

Sheet 1 of 1

Date(s) Drilled	6/30/14	Logged By	DJP	Checked By	DJP
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	26.5 feet
Drill Rig Type	CME-55	Diameter(s) of Hole, inches	6"	Approx. Surface Elevation, ft MSL	
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	California Modified	Drill Hole Backfill	cement grout
Remarks	Driving Method and Drop 140-lb automatic hammer; 30-inch drop				

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	NUMBER OF BLOWS	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Reddish brown, slightly moist, dense, silty fine to coarse sand (SM)						
	5		Grayish brown, slightly moist, very dense, fine sandy silt (ML)		D3-1I	62	17.6	107	
	10		fine to coarse sandy silt		D3-2I	42	12.2	112	
	15		Brown / Grayish brown, slightly moist, dense, poorly graded fine sand (SP)		D3-3I	43	108.0	5	
	20		reddish brown		D3-4I	50/6"			
	25		light brown, poorly graded fine to coarse sand		D3-5I	32			

BORING LOG 10167.01P - DOUGLAS SUBSTATION GPJ WKA GDT 7/25/14 2:34 PM

Project: Douglas Substation
 Project Location: Roseville, California
 WKA Number: 10167.01P

LOG OF SOIL BORING D4

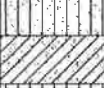
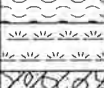
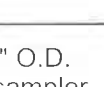
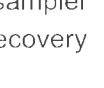
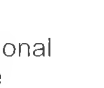
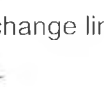
Sheet 1 of 1

Date(s) Drilled	6/30/14	Logged By	DJP	Checked By	DJP
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	26.5 feet
Drill Rig Type	CME-55	Diameter(s) of Hole, inches	6"	Approx. Surface Elevation, ft MSL	
Groundwater Depth [Elevation], feet	23.0	Sampling Method(s)	California Modified	Drill Hole Backfill	cement grout
Remarks	Driving Method and Drop 140-lb automatic hammer; 30-inch drop				

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	NUMBER OF BLOWS	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Black, moist, dense, clayey, silty fine sand (SM-FILL)						
			Dark brown / black, moist, very stiff, silty clay (CL-FILL)						
	5		Reddish brown, slightly moist, dense, silty fine to medium (SM)		D4-1I	46	13.6	112	
	10		Reddish / Grayish brown, slightly moist, poorly graded sand with silt (SM-SP)		D4-2I	46			
	15		dark reddish brown, fine to coarse sand		D4-3I	48			
	20		Reddish / Grayish brown, slightly moist, dense, poorly graded fine to medium sand (SP)		D4-4I	45			
	25				D4-5I	29			

BORING LOG 10167.01P - DOUGLAS SUBSTATION GP1 WKA GDT 7/25/14 2:34 PM

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS		SYMBOL	CODE	TYPICAL NAMES
COARSE GRAINED SOILS (More than 50% of soil > no. 200 sieve size)	<u>GRAVELS</u> (More than 50% of coarse fraction > no. 4 sieve size)	GW		Well graded gravels or gravel - sand mixtures, little or no fines
		GP		Poorly graded gravels or gravel - sand mixtures, little or no fines
		GM		Silty gravels, gravel - sand - silt mixtures
		GC		Clayey gravels, gravel - sand - clay mixtures
	<u>SANDS</u> (50% or more of coarse fraction < no. 4 sieve size)	SW		Well graded sands or gravelly sands, little or no fines
		SP		Poorly graded sands or gravelly sands, little or no fines
		SM		Silty sands, sand - silt mixtures
		SC		Clayey sands, sand - clay mixtures
FINE GRAINED SOILS (50% or more of soil < no. 200 sieve size)	<u>SILTS & CLAYS</u> <u>LL < 50</u>	ML		Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
		CL		Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL		Organic silts and organic silty clays of low plasticity
	<u>SILTS & CLAYS</u> <u>LL ≥ 50</u>	MH		Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
		CH		Inorganic clays of high plasticity, fat clays
		OH		Organic clays of medium to high plasticity, organic silty clays, organic silts
HIGHLY ORGANIC SOILS		Pt		Peat and other highly organic soils
ROCK		RX		Rocks, weathered to fresh
FILL		FILL		Artificially placed fill material

OTHER SYMBOLS

	= Drive Sample: 2-1/2" O.D. Modified California sampler
	= Drive Sampler: no recovery
	= SPT Sampler
	= Initial Water Level
	= Final Water Level
	= Estimated or gradational material change line
	= Observed material change line
<u>Laboratory Tests</u>	
PI	= Plasticity Index
EI	= Expansion Index
UCC	= Unconfined Compression Test
TR	= Triaxial Compression Test
GR	= Gradational Analysis (Sieve)
K	= Permeability Test

GRAIN SIZE CLASSIFICATION

CLASSIFICATION	RANGE OF GRAIN SIZES	
	U.S. Standard Sieve Size	Grain Size in Millimeters
BOULDERS	Above 12"	Above 305
COBBLES	12" to 3"	305 to 76.2
GRAVEL coarse (c) fine (f)	3" to No. 4 3" to 3/4" 3/4" to No. 4	76.2 to 4.76 4.76 to 19.1 19.1 to 4.76
SAND coarse (c) medium (m) fine (f)	No. 4 to No. 200 No. 4 to No. 10 No. 10 to No. 40 No. 40 to No. 200	4.76 to 0.074 4.76 to 2.00 2.00 to 0.420 0.420 to 0.074
SILT & CLAY	Below No. 200	Below 0.074



Wallace

UNIFIED SOIL CLASSIFICATION SYSTEM

DOUGLAS SUBSTATION

Roseville, California

FIGURE 7

DRAWN BY	TJC
CHECKED BY	DJP
PROJECT MGR	DJP
DATE	7/14

WKA NO.10167.01P

APPENDICES



APPENDIX A
General Project Information, Laboratory Testing and Results



APPENDIX A

A. GENERAL INFORMATION

The performance of a geotechnical engineering study for the proposed electrical substation improvements to be constructed at the existing Douglas substation located northwesterly of the intersection of Douglas Boulevard and North Sunrise Avenue in Roseville, California, was authorized by Mr. Shannon West on June 20, 2014.

Authorization was for a geotechnical study as described in our proposal letter dated May 27, 2014, sent to our client City of Roseville-Electric, whose mailing address is 2090 Hilltop Circle, in Roseville, California 95747; telephone (916) 774-5615; facsimile (916) 784-3797.

In performing this study, we made reference to a *Douglas Substation Plot Plan (Drawing No. 310C1-13)*, provided by Roseville Electric on May 27, 2014.

B. FIELD EXPLORATIONS

As part of our study for the proposed electrical substation improvements, our field explorations included the drilling and sampling of four borings (D1-D4) at the approximate locations shown on Figure 2.

The borings were drilled on June 30, 2014, utilizing a CME-55 truck-mounted, drill rig equipped with six-inch diameter, solid helical flight augers. The borings were drilled to depths ranging from 21 to 26½ feet below existing site grades. At various intervals soil samples were recovered with a 2½-inch O.D., 2-inch I.D., Modified California split-spoon sampler. The split-spoon sampler was driven by an automatic, 140-pound hammer freely falling 30 inches. The number of blows of the hammer required to drive the 18-inch long sampler each 6-inch interval was recorded. The sum of the blows required to drive the sampler the lower 12-inch interval, or portion thereof, is designated the penetration resistance or "blow count" for that particular drive. The soil samples were retained in 2-inch-diameter by 6-inch-long, thin walled brass tubes contained within the sampler. After recovery, the field engineer visually classified the soil recovered in the tubes. After the samples were classified, the ends of the tubes were sealed to preserve the natural moisture contents. After completion of the field explorations, the driven tube samples were taken to our laboratory for additional soil classification and selection of samples for testing.

The Logs of Soil Borings containing descriptions of the soils encountered in each boring are presented as Figures 3 through 6. A Legend explaining the Unified Soil Classification System and the symbols used on the logs is contained in Figure 7.



C. LABORATORY TESTING

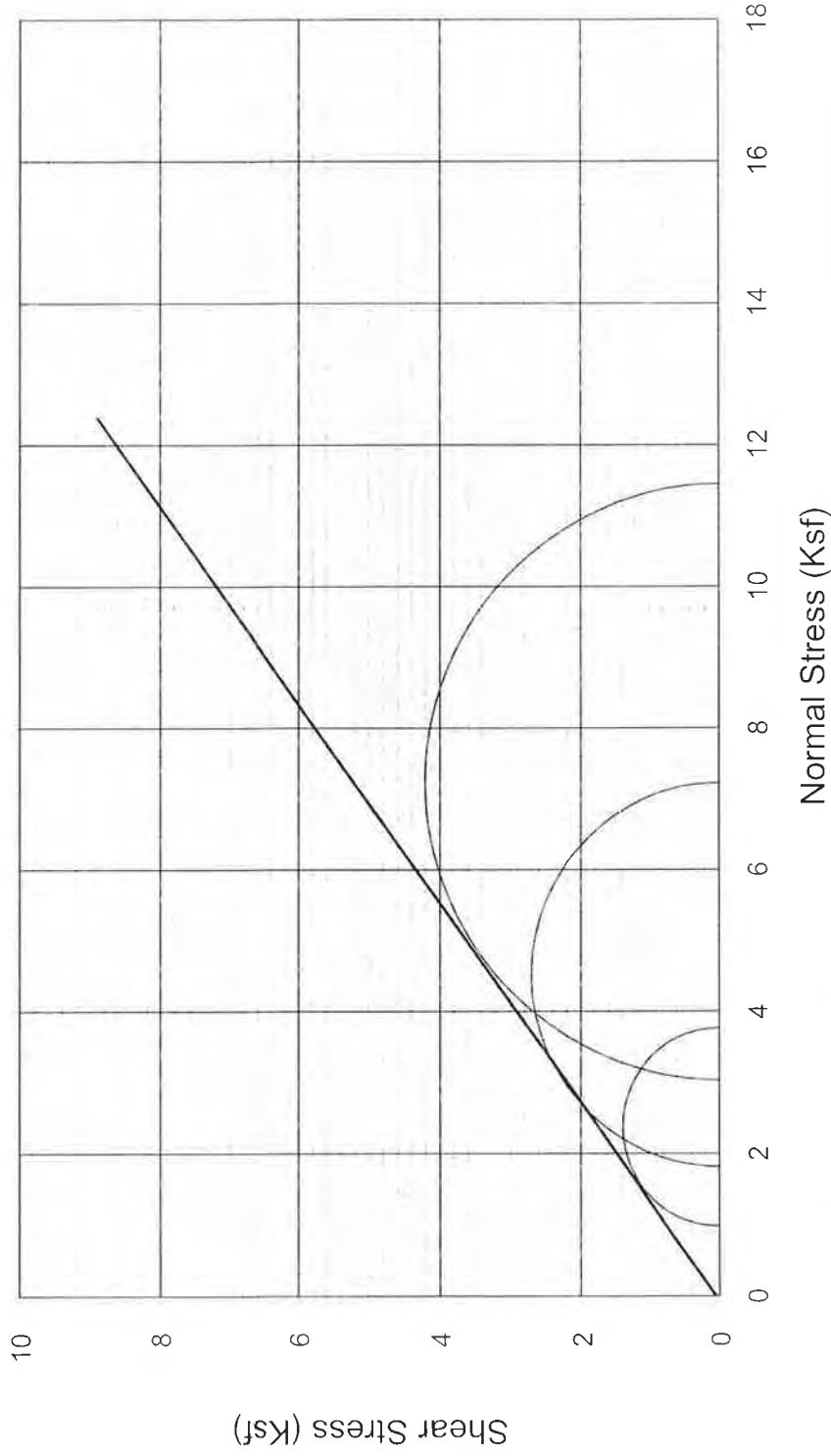
Selected soil samples were tested to determine dry unit weight (ASTM D2937) and natural moisture content (ASTM D4643), and shear strength by triaxial strength testing (ASTM D4767). The results of the moisture/density tests are included on the boring logs at the depth each sample was obtained. The results of the triaxial shear strength testing are presented on Figure A1.

Two representative samples of near-surface soils was submitted to Sunland Analytical to determine the soil pH and minimum resistivity (California Test 643), Sulfate concentration (California Test 417) and Chloride concentration (California Test 422). The test results are presented in Figures A2 and A3.



TRIAXIAL COMPRESSION TEST

ASTM D4767



SAMPLE NO.: D2-11

SAMPLE CONDITION: Undisturbed

SAMPLE DESCRIPTION: Dark reddish brown, silty, fine to coarse sand

DRY DENSITY (PCF): 116
INITIAL MOISTURE (%): 8.8
FINAL MOISTURE (%): 15.9

ANGLE OF INTERNAL FRICTION (ϕ): 36°
COHESION (PSF): 49



TRIAXIAL COMPRESSION TEST RESULTS

DOUGLAS SUBSTATION

Roseville, California

FIGURE A1

DRAWN BY TJC

CHECKED BY DJP

PROJECT MGR DJP

DATE 7/14

WKA NO. 10167.01P



Sunland Analytical

11419 Sunrise Gold Circle, #10
Rancho Cordova, CA 95742
(916) 852-8557

Date Reported 07/09/2014
Date Submitted 07/02/2014

To: Dominic Potestio
Wallace-Kuhl & Assoc.
3050 Industrial Blvd.
West Sacramento, CA 95691

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:
Location : 10167.01P DOUGLAS Site ID : D1-111.
Your purchase order number is 2741.
Thank you for your business.

* For future reference to this analysis please use SUN # 67349-139625.

EVALUATION FOR SOIL CORROSION

Soil pH	6.63	
Minimum Resistivity	5.36 ohm-cm (x1000)	
Chloride	8.6 ppm	00.00086 %
Sulfate	5.2 ppm	00.00052 %

METHODS

pH and Min.Resistivity CA DOT Test #643
Sulfate CA DOT Test #417, Chloride CA DOT Test #422

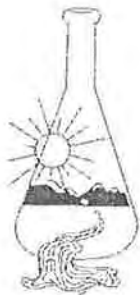


CORROSION TEST RESULTS

DOUGLAS SUBSTATION

Roseville, California

FIGURE A2	
DRAWN BY	TJC
CHECKED BY	DJP
PROJECT MGR	DJP
DATE	7/14
WKA NO.10167.01P	



Sunland Analytical

11419 Sunrise Gold Circle, #10
Rancho Cordova, CA 95742
(916) 852-8557

Date Reported 07/09/2014
Date Submitted 07/02/2014

To: Dominic Potestio
Wallace-Kuhl & Assoc.
3050 Industrial Blvd.
West Sacramento, CA 95691

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:
Location : 10167.01P DOUGLAS Site ID : D3-111.
Your purchase order number is 2741.
Thank you for your business.

* For future reference to this analysis please use SUN # 67349-139626.

EVALUATION FOR SOIL CORROSION

Soil pH	6.09		
Minimum Resistivity	2.44	ohm-cm (x1000)	
Chloride	9.8 ppm	00.00098	%
Sulfate	4.2 ppm	00.00042	%

METHODS

pH and Min.Resistivity CA DOT Test #643
Sulfate CA DOT Test #417, Chloride CA DOT Test #422



CORROSION TEST RESULTS

DOUGLAS SUBSTATION

Roseville, California

FIGURE A3

DRAWN BY	TJC
CHECKED BY	DJP
PROJECT MGR	DJP
DATE	7/14

WKA NO.10167.01P

APPENDIX B
Guide Earthwork Specifications



APPENDIX B
GUIDE EARTHWORK SPECIFICATIONS
DOUGLAS SUBSTATION

Douglass Boulevard and North Sunrise Avenue
Roseville, California
WKA No. 10167.01P

PART I: GENERAL

1.1 SCOPE

a. General Description

This item shall include all clearing of surface vegetation, existing surface and subsurface structures, utilities, rubbish, rubble and associated items; preparation of surfaces to be filled, filling, spreading, compaction, observation and testing of the fill; and all subsidiary work necessary to complete the grading of the site to conform with the lines, grades and slopes as shown on the accepted Drawings.

b. Related Work Specified Elsewhere

(1) Trenching and backfilling for sanitary sewer system: Section ____.

(2) Trenching and backfilling for storm drain system: Section ____.

(3) Trenching and backfilling for underground water, natural gas, and electric supplies: Section ____.

c. Geotechnical Engineer

Where specific reference is made to "Geotechnical Engineer;" this designation shall be understood to include either him or his representative.

1.2 PROTECTION

a. Adequate protection measures shall be provided to protect workers and passers-by at the site. Streets and adjacent property shall be fully protected throughout the operations.

b. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.

c. Any construction review of the Contractor's performance conducted by the Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

d. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.

e. Measures shall be taken to protect storm drains in adjacent depressed areas such that minimum siltation occurs in the drainage system.



- f. Surface drainage provisions shall be made during the period of construction in a manner to avoid creating a nuisance to adjacent areas.
- g. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance.

1.3 GEOTECHNICAL REPORT

- a. A Geotechnical Engineering Report (WKA No. 10167.01P; dated July 25, 2014) has been prepared for this site by Wallace - Kuhl & Associates, Geotechnical Engineers of West Sacramento, California [(916) 372-1434]. A copy is available for review at the office of Wallace - Kuhl & Associates.
- b. The information contained in this report was obtained for design purposes only. The Contractor is responsible for any conclusions the Contractor may draw from this report; should the Contractor prefer not to assume such risk, the Contractor should employ experts to analyze available information and/or to make additional borings upon which to base conclusions drawn by the Contractor, all at no cost to the Owner.

1.4 EXISTING SITE CONDITIONS

The Contractor shall become acquainted with all site conditions. If unshown active utilities are encountered during the work, the Architect shall be promptly notified for instructions. Failure to notify will make the Contractor liable for damage to these utilities arising from Contractor's operations subsequent to the discovery of such unshown utilities.

1.5 SEASONAL LIMITS

Fill material shall not be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rains, fill operations shall not be resumed until field tests indicate that the moisture contents of the subgrade and fill materials are satisfactory.

PART II: PRODUCTS

2.1 MATERIALS

- a. All fill shall be of approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local soils that do not contain significant quantities of rubble, rubbish and vegetation, and having been tested and approved by the Geotechnical Engineer prior to use.
- b. Imported fill materials shall be approved by the Geotechnical Engineer; they shall meet the above requirements; granular soils with a Plasticity Index not exceeding fifteen (15) when tested in accordance with ASTM D4318, an Expansion Index



not exceeding twenty (20) when tested in accordance with ASTM D4829; and, shall not contain particles greater than three inches (3") in maximum dimension. Import materials also shall not contain known contaminants and within acceptable corrosion limits, with appropriate documentation provided by the contractor.

- c. Capillary barrier material under floor slabs shall be provided to the thickness shown on the Drawings. This material shall be clean gravel or crushed rock of one-inch (1") maximum size, with less than five percent (5%) material passing a Number Four (#4) sieve.

PART III: EXECUTION

3.1 LAYOUT AND PREPARATION

Lay out all work, establish grades, locate existing underground utilities, set markers and stakes, set up and maintain barricades and protection of utilities prior to beginning actual earthwork operations.

3.2 CLEARING, GRUBBING AND PREPARING BUILDING AND PAVEMENT AREAS

- a. Initially, all construction areas shall be cleared of all vegetation, surface trash, rubble, deleterious debris, undocumented fills, any surface or subsurface items associated with previous site development, and other items encountered during site work that are deemed unacceptable by the Geotechnical Engineer. Existing utilities designated to be removed or abandoned shall include trench backfill.
- b. All excavations and depressions resulting from the removal of such items, as well as all loose, disturbed or saturated soils, as determined by the Geotechnical Engineer, shall be cleaned out to firm, undisturbed soils and shall be backfilled to grade with engineered fill compacted in accordance with these specifications.
- c. All structural areas shall be stripped of vegetation and organically laden topsoil. With prior approval of our office, stripping may be used in landscaped areas, provided they are kept at least five (5) from buildings pads and other surface improvements, moisture conditioned and compacted.
- d. Sub-excavation of structural areas shall be performed as recommended in the Geotechnical Engineering Report.
- e. Areas designated to receive engineered fill, achieved by excavation or remain at-grade, or areas achieved by sub-excavation shall be scarified to a depth of at least twelve inches (12"), thoroughly moisture conditioned to at least the optimum moisture content and uniformly compacted in-place to at least ninety-five percent (95%) of the maximum dry density, per ASTM D1557 specifications.
- f. Difficulty in achieving subgrade compaction or unusual soil instability may be indications of loose fill associated with past subsurface items such as undocumented fills or underground utility lines. Should these conditions exist,



- the materials shall be excavated to check for subsurface structures, expose a firm base, and the excavations shall be restored to grade with engineered fill.
- g. Compaction operations shall be performed in the presence of the Geotechnical Engineer who will evaluate the performance of the subgrade under compactive loads and identify any loose or unstable soil conditions that could require additional excavation. Compaction shall be achieved using a heavy, self-propelled, sheepsfoot compactor capable of achieving the specified degree of compaction.
 - h. When the moisture content of the fill material is less than the required to achieve the specified density as defined by ASTM D1557 Compaction Test, water shall be added until the proper moisture content is achieved.
 - i. When the moisture content of the subgrade is too high to permit the specified compaction to be achieved, the subgrade shall be aerated by blading or other methods until the moisture content is satisfactory for compaction.

3.3 PLACING, SPREADING AND COMPACTING FILL MATERIAL

- a. The selected soil fill material shall be placed in layers which when compacted shall not exceed six inches (6") in compacted thickness. Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to promote uniformity of material in each layer.
- b. When the moisture content of the fill material is less than the required to achieve the specified density as defined by the ASTM D1557 Compaction Test, water shall be added until the proper moisture content is achieved.
- c. When the moisture content of the fill material is too high to permit the specified degree of compaction to be achieved, the fill material shall be aerated by blading or other methods until the moisture content is satisfactory.
- d. After each layer has been placed, mixed and spread evenly, the fill soils shall be uniformly compacted to at least ninety five percent (95%) as determined by the ASTM D1557 compaction test. Compaction shall be undertaken with a self-propelled sheepsfoot compactor or equivalent, capable of achieving the specified degree of compaction and shall be accomplished while the fill material is at the required moisture content. Each layer shall be compacted over its entire area until the desired density has been obtained.
- e. The filling operations shall be continued until the fills have been brought to the finished slopes and grades as shown on the accepted Drawings.



3.4 TESTING AND OBSERVATION

- a. Grading operations shall be observed by the Geotechnical Engineer, serving as the representative of the Owner.
- b. Field density tests shall be made by the Geotechnical Engineer after compaction of each layer of fill. Additional layers of fill shall not be spread until the field density tests indicate that the minimum specified density has been obtained.
- c. Earthwork shall not be performed without the notification or approval of the Geotechnical Engineer. The Contractor shall notify the Geotechnical Engineer at least two (2) working days prior to commencement of any aspect of the site earthwork.
- d. If the Contractor should fail to meet the technical or design requirements embodied in this document and on the applicable plans, the Contractor shall make the necessary readjustments until all work is deemed satisfactory, as determined by the Geotechnical Engineer and the Architect/Engineer. No deviation from the specifications shall be made except upon written approval of the Geotechnical Engineer or Architect/Engineer.



APPENDIX C
Guide Pier Specifications



APPENDIX C
GUIDE PIER SPECIFICATIONS
DOUGLAS SUBSTATION

Douglas Boulevard and North Sunrise Avenue
Roseville, California
WKA No. 10167.01P

PART I: GENERAL

1.1 SCOPE

Furnish all labor, equipment, tools and materials, and perform all operations in connection with the installation of cast-in-place piers in accordance with these specifications and the applicable Drawings, and subject to the terms and conditions of the contract.

1.2 QUALIFICATIONS

All piers shall be installed by a Foundation Contractor qualified to install the type of pier to be constructed in accordance with the Drawings and Specifications, and under conditions existing at the site. The minimum requirements for qualification shall be five (5) years experience and evidence of satisfactory completion of pier installations comparable in scope to the work specified hereunder and under the subsurface conditions anticipated at this site.

1.3 PROTECTION

- a. Adequate protection measures shall be provided to protect workmen and passers-by the site. Streets and adjacent property shall be fully protected throughout the operations.
- b. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.
- c. Any construction review of the Contractor's performance conducted by the Architect, Structural Engineer or Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- d. Adjacent streets and sidewalks shall be kept free of mud, dirt, or similar nuisances resulting from pier drilling operations.
- e. Provide for surface drainage during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Keep all surface excavations free of water during the entire progress of the work, regardless of the cause, source or nature of the water.



- f. Stored materials and construction equipment shall be kept at least ten feet (10') away from the vertical axes of all open drilled pier shafts, at all times.
- g. Water as required to suppress dust nuisance.
- h. Work shall comply with all Municipal, State, and Federal regulations regarding safety, including the requirements of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.4 GEOTECHNICAL REPORT

- a. A Geotechnical Engineering Report (WKA No. 10167.01P; dated July 25, 2014) has been prepared for this site by Wallace - Kuhl & Associates, Geotechnical Engineers of West Sacramento, California [(916) 372-1434]. A copy is available for review at the office of Wallace - Kuhl & Associates.
- b. The information contained in this report was obtained for design purposes only. The Contractor is responsible for any conclusions he may draw from this report; should he prefer not to assume such risk, he may employ his own experts to analyze available information and/or to make additional borings upon which to base his conclusions, all at no cost to the Owner.

1.5 EXISTING SITE CONDITIONS

The Contractor shall acquaint himself with all site conditions. If unshown active utilities are encountered during the work, the Architect shall be promptly notified for instructions. Failure to notify will make the Contractor liable for damage to these utilities arising from Contractor's operations subsequent to his discovery of such unshown utilities.

PART II: PRODUCTS

2.1 MATERIALS

- a. Reinforcing steel shall be as specified in Section _____. The reinforcing steel cage shall be assembled, including centering guides, as shown on the Drawings and approved by the Engineer or his representative in sufficient time prior to completion of drilling operations to permit the assembled cage to be inserted in the completed drill hole without delay.
- b. Concrete shall be as specified in Section _____. The Contractor shall make provisions for a supply of concrete that is adequate to complete placement of any given pier in one continuous, uninterrupted operation, so as to form a monolithic concrete structural element.

2.2 EQUIPMENT, TOOLS AND LABOR

- a. The Foundation Contractor shall provide a combination of power-driven rotary type rig, bits and/or augers, and belling tools of the proper size to drill pier excavations to the dimensions shown on the plans; and, shall provide temporary



- casing of a size and type to allow safe entry of workmen into the pier shafts for cleanout.
- b. All other materials, labor, tools and equipment necessary for the construction of any given pier in one continuous operation, shall be furnished by the Contractor.

PART III: EXECUTION

3.1 LAYOUT AND PREPARATION

Lay out all work, establish grades, locate existing underground utilities, set markers and stakes, set up and maintain barricades and protection of utilities; all prior to beginning actual drilling operations.

3.2 TOLERANCES

Pier drilling equipment shall be positioned so that the center of any pier as drilled shall be not more than three inches (3") from the required location, and no pier shall be out of plumb more than two percent (2%) as measured over the total length of the shaft. The drilled shaft diameter of each pier shall be no smaller than shown on the Drawings. The bottom elevation of the pier excavation shall be not greater than two inches (2") above, nor more than six inches (6") below the elevation(s) shown on the Drawings.

3.3 PIER DRILLING

- a. Helical or bucket auger drilling shall be used to excavate each pier.
- b. Each pier shall be extended to the depths shown on the approved drawings but not less than depths and elevations recommended in the Geotechnical Engineering Report.
- c. Temporary casing may be installed to facilitate drilling, subject to the approval of the Geotechnical Engineer.
- d. Every pier excavation shall be inspected for cleanliness and acceptability by the Geotechnical Engineer or his representative. Concrete and reinforcing steel, if required, shall not be placed in any pier excavation until the Geotechnical Engineer or his representative has given express approval of its suitability.
- e. No pier excavations shall be permitted to stand open for more than two (2) hours after completion.

3.4 REINFORCING STEEL PLACEMENT

Upon completion of drilling, the reinforcing steel cage, if required, shall be positioned in the pier shaft as shown on the Drawings and shall be suspended above the bottom of excavation before any concrete is placed in the shaft. In the event that difficulties are encountered in positioning the reinforcing steel cage, or if it cannot be freely rotated (after suspension) indicating caving of the excavation sides, the cage shall be removed and the hole shall be reamed sufficiently to permit the final positioning of the cage



without difficulty. The top of the cage shall be braced or supported to assure that it remains concentrically aligned in the shaft excavation during placement of concrete.

3.5 PERCHED (SEEPAGE) WATER PUMPING

- a. Pumping of minor perched water (if encountered) immediately prior to concrete placement will be acceptable only if a coordinated procedure of drilling, steel placement, pumping and concrete placement can be achieved whereby appreciable caving of the lower soils does not occur. Determination of an acceptable procedure will be solely the responsibility of the Geotechnical Engineer.
- b. If pumping cannot be used to remove the seepage water, as determined by the Geotechnical Engineer, then tremie concrete placement methods shall be used.

3.6 CONCRETE PLACEMENT

Concrete shall be deposited by the use of an elephant trunk or other approved device when the free fall is in excess of six feet (6') and only if there is less than six inches (6") of water in the excavation. If more than six inches (6") of water exists in the pier excavation immediately prior to concrete placement, either (1) dewatering shall be accomplished subject to the limitations of Section 3.5 above, or (2) concrete shall be placed by means of tremie concrete placement methods, using a tremie pipe and associated equipment and materials approved by the Geotechnical Engineer and the Structural Engineer. Additional costs for materials, equipment and labor to use tremie concrete placement methods shall be borne by the Contractor. Concrete shall be vibrated during placement operations so as to provide a dense, monolithic concrete section throughout the full length and diameter of the pier. During and after the vibrating operation, the top of the freshly placed concrete shall be observed to see that it remains constant and that there is no appreciable drop in elevation that would signify loss of concrete through hidden voids.

3.7 TESTING

If the Geotechnical Engineer has reason to suspect that any pier may contain extraneous material or otherwise fail to meet specifications, he may order testing of the pier by coring or other methods. The Contractor shall bear the expense of the investigation and/or testing and shall also, at no cost to the Owner, install proper additional construction as required by the Engineer.

3.8 CLEANUP

The Contractor at all times shall keep the area adjacent to pier drilling operations free of accumulations of excavated material and/or rubbish and trash caused by his employees or work. At the completion of work, he shall remove all excavated materials, trash, and rubbish from and about the area of the premises and all his tools, scaffolding, and surplus materials, and shall leave the site with a clean finished appearance.



3.9 CHANGE OR SUBSTITUTIONS

No changes in any material, equipment or method of installation, or deviation from Drawings or Specifications, will be permitted without written approval of the Engineer or his representative.



Douglas Boulevard Substation Rebuild Project

January 2014

Lead Agency:



311 Vernon Street
Roseville, CA 95678
Contact: Mark Morse
(916) 774-5334

Prepared by:

City of Roseville
Development and Operations Division

**NOTICE OF INTENT
TO ADOPT A MITIGATED NEGATIVE DECLARATION
For the
Douglas Boulevard Substation Rebuild Project – CITY OF ROSEVILLE**

Public Notice is hereby given that a Mitigated Negative Declaration (environmental report) is available for public review for the Douglas Boulevard Substation Rebuild Project – City of Roseville.

Project Location: The proposed project is located behind commercial businesses on the northwest corner of the North Sunrise Boulevard and Douglas Boulevard intersection within the City of Roseville, Placer County, California.

Project Description: The proposed project involves rebuilding the existing 2-acre City-owned Douglas Boulevard Electric Substation originally constructed in the 1960's. Most existing equipment is original and has reached the end of its useful life. In order to maintain worker and public safety, prevent major equipment damage, and continue the high standard of reliability, Roseville Electric proposes a complete rebuild of the substation, replacing all aged equipment with new equipment to meet current City standards. Proposed improvements will result in enhanced operational features, improved load capacity (increasing an 18MVA unit to a 46MVA), and consolidation of certain facilities within structures improving the site's visual appearance. Construction will be phased to ensure no service interruption. All replacement structures and equipment would be no taller than the original and all construction activities would occur within the existing enclosed substation site.

Document Review and Availability: The public review and comment period will extend for 20 days in accordance with CEQA Guidelines Section 15105 starting **January 10 and ending January 30, 2014**. The Initial Study/Mitigated Negative Declaration (IS/MND) is available for public review at the following location:

- City of Roseville Permit Center, 311 Vernon Street, Roseville, CA 95678 (8:00 A.M. to 5:00 P.M., Monday through Friday)

The IS/MND can also be viewed and/or downloaded at the City of Roseville web site via the following: http://www.roseville.ca.us/gov/community_development/edpn.asp

Comments/Questions: Comments and/or questions regarding the IS/MND may be directed to: Mark Morse, Roseville City Manager Department, 311 Vernon Street, Roseville, CA 95678 (916-774-5334).

Public Meetings: The IS/MND is tentatively scheduled for consideration and possible adoption by the Roseville City Council on **February 19, 2014**. City Council meetings start at 7:00 p.m. in the Roseville Council Chambers, 311 Vernon Street. Interested parties should call the Roseville City Clerk's Office to confirm meeting agendas, times, and dates (916-774-5263).

MITIGATED NEGATIVE DECLARATION

PROJECT TITLE: Douglas Boulevard Substation Rebuild Project
PROJECT LOCATION: 90 North Sunrise Avenue, Roseville, Placer County, California
DATE: January 10, 2014
PROJECT APPLICANT: City of Roseville, Electric Department
LEAD AGENCY: City of Roseville
CONTACT PERSON: Mark Morse, Environmental Coordinator: (916) 774-5334

PROJECT DESCRIPTION: The project is a proposal by the City of Roseville Electric Department to rebuild the existing 2-acre City-owned Douglas Boulevard Electric Substation originally constructed in the 1960's. Most existing equipment is original and has reached the end of its useful life. In order to maintain worker and public safety, prevent major equipment damage, and continue the high standard of reliability, Roseville Electric proposes a complete rebuild of the substation, replacing all aged equipment with new equipment to meet current City standards. Proposed improvements will result in enhanced operational features, improved load capacity (increasing an 18MVA unit to a 46MVA), and consolidation of certain facilities within structures improving the site's visual appearance. Construction will be phased to ensure no service interruption. All replacement structures and equipment would be no taller than the original and all construction activities would occur within the existing enclosed substation site.

DECLARATION

The City of Roseville Environmental Coordinator has determined that the above project will have no significant effect on the environment and is therefore exempt from the requirement of an Environmental Impact Report (EIR). The determination is based on the attached initial study and the following findings:

- a) *The project will not degrade environmental quality, substantially reduce habitat, cause a wildlife population to drop below self-sustaining levels, reduce the number or restrict the range of special-status species, or eliminate important examples of California history or prehistory.*
- b) *The project does not have the potential to achieve short-term, to the disadvantage of long-term, environmental goals.*
- c) *The project will not have impacts that are individually limited, but cumulatively considerable.*
- d) *The project will not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.*
- e) *No substantial evidence exists that the project will have a negative or adverse effect on the environment.*
- f) *The project incorporates all applicable mitigation measures identified in the initial study.*
- g) *This mitigated negative declaration reflects the independent judgment of the lead agency.*

Written comments shall be submitted no later than January 30, 2014. City Council determination on this Mitigated Negative Declaration is final.

Submit comments to:
Mark Morse, Environmental Coordinator
City of Roseville, City Manager's Office
311 Vernon Street
Roseville, CA 95678

Posting Period: January 10 through
January 30, 2014

Initial Study approved by:

Mark Morse, Environmental Coordinator

Initial Study/Mitigated Negative Declaration Douglas Boulevard Substation Rebuild Project

Lead Agency: City of Roseville
311 Vernon Street
Roseville, CA 95678

Prepared by:

City of Roseville
311 Vernon Street
Roseville, CA 95678

January 2014

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APPENDIX

Appendix A	Supporting Technical Documentation: Air Quality and Greenhouse Gas Emissions
Appendix B	Mitigation Monitoring and Reporting Program

I. INTRODUCTION

This project-level initial study/mitigated negative declaration (IS/MND) has been prepared for the Douglas Boulevard Substation Rebuild Project (proposed project) to satisfy the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] 21000 et seq.) and State CEQA Guidelines (14 California Code of Regulations [CCR] 15000 et seq.). The City of Roseville (City) is the lead agency for this project under CEQA.

INITIAL STUDY PURPOSE

CEQA requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects. An initial study is a public document used by the decision-making lead agency to determine whether a project may have a significant impact on the environment. If it is determined that the proposed project may have a significant impact on the environment, but that these impacts will be reduced to a Less Than Significant level through implementation of specific recommended mitigation measures, a mitigated negative declaration shall be prepared.

This IS/MND is a public information document that describes the proposed project, existing environmental setting at the project site, and potential environmental impacts of construction and operation of the proposed project. It is intended to inform decision-makers of the proposed project's compliance with CEQA and the State CEQA Guidelines.

REVIEW PROCESS

This IS/MND will be circulated for a 20-day public review and comment period as required by CEQA. During the review period, written comments may be submitted to: Mr. Mark Morse, Environmental Coordinator:

Roseville City Manager's Office
311 Vernon Street
Roseville, CA 95678

2. PROJECT DESCRIPTION

This section provides an overview of the proposed project and contains the information used in Section 3 to analyze potential effects on environmental resources.

PROJECT LOCATION

The proposed project is located within the City of Roseville in Placer County, California, behind commercial businesses at the northwest corner of North Sunrise and Douglas Boulevard intersection (Figure 1).

PROJECT SETTING

The project site and surrounding area is urbanized and accommodates the existing Douglas Boulevard Substation which is in need of major rehabilitation. The site address is 90 North Sunrise Avenue and lies just northeast of the I-80/Douglas Boulevard Interchange. The approximately 2-acre project site is bounded by professional office uses to the north; the I-80 east bound on ramp to the west; commercial uses fronting North Sunrise to the east; and, a motel (the Hampton Inn Suites) fronting Douglas Boulevard to the south. The site itself does not have direct street frontage. The site is accessed from either North Sunrise or Douglas Boulevard via existing commercial driveways and associated parking lots.

The project site slopes from west to east, has been improved with a combination of AC and crushed gravel surface and is surrounded by an 8-foot chain link fence topped with razor wire. Gates into the facility are located on the east side near the substation's northeast and southeast corners. The site is not visible from the adjacent roadways. Views of the site from the east are blocked by an existing commercial building with no windows facing the substation. The site is visible from rear facing windows of the *Hampton Inn and Suites* looking north and from the existing office park looking south. However both of these site views are partially screened by landscape trees and shrubs planted along the outside of substation perimeter fencing. No vegetation exists within the fenced portion of the substation.

PROJECT DESCRIPTION

The proposed project involves rebuilding the existing 2-acre City-owned Douglas Boulevard Electric Substation originally constructed in the 1960's. The current substation is shown in Figure 2. Most of the equipment is original and has reached the end of its useful life. In order to maintain worker and public safety, prevent major equipment damage and continue the high standard of reliability, Roseville Electric proposes a complete rebuild of the substation, replacing all aged equipment with new equipment to meet current City standards. Proposed improvements will result in enhanced operational features, improved load capacity (increasing an 18MVA unit to a 46MVA), and consolidation of certain facilities within structures improving the site's visual appearance. The proposed project improvements are shown in Figure 3. Construction will be phased to ensure no service interruption. All replacement structures and equipment would be no taller than the original

and all construction activities would occur within the existing enclosed substation site. The maximum depth of on-site excavation for conduit trenching and/or foundation construction is 18 feet.

Utilities

Similar to the existing facility, operation of the rebuilt substation would not require potable water or sewer service and no changes to existing storm drain features are proposed. No off-site utility conflicts/relocations are anticipated to implement the project. Existing landscaping would not be altered and existing landscape irrigation sources would remain unchanged.

CONSTRUCTION

Construction of the project would involve the phased removal and replacement of nearly all existing on-site electric infrastructure. Ample room for construction staging is available around the outskirts of existing infrastructure within the approximately 2-acre fenced substation site, particularly along the upper terrace on the west side.

Phase 1

Phase 1 construction would consist of removing the existing 20-foot high 12kV outdoor switchgear and replacing it with 13-foot high modern 12kV metalclad switchgear (Figure 3). The total duration of this phase including removal of old equipment, civil construction, electrical construction, testing and commissioning is approximately six months. All construction required to replace the switchgear is within the existing substation site. Estimated time of completion for the civil construction is six weeks. Details of the civil construction are as follows:

- Demo existing concrete foundation
- Trench for underground 12kV circuit entrances to new switchgear
- Trench for new grounding conductors
- Drill/pour small pier foundations for 12kV bus support structures
- Excavate for new concrete foundation for new 12kV switchgear
- Pour new steel reinforced concrete foundation for new switchgear
- Repair asphalt as needed

Phase 2

The second phase includes replacing the three existing 15-foot tall single phase power transformers and one 15-foot tall regulating transformer (Figure 3). One new 16-foot tall single unit (three-phase power transformer with integral regulating transformer) will be used in place of the old equipment. Replacement of the power transformer will require some minor conduit work and the existing concrete foundations will be removed and replaced with a new concrete foundation designed for the new transformer. The total duration of this phase is estimated at four months. Estimated time of completion for the civil construction is three weeks.

Phase 3

The third phase of construction will be to replace the 38-foot tall 60kV bus work, switching equipment and incoming structures. The new equipment and design will not be any taller than the existing and will conform to the current standards for design and functionality. The total duration of this phase is estimated at six months. Estimated time of completion for the civil construction is eight weeks. Details of the civil construction are as follows:

- Demo existing concrete foundations
- Trench for new grounding conductors
- Drill/pour pier foundations for 60kV incoming/bus support steel structures
- Excavate deteriorated asphalt
- Excavate for new equipment foundations and control building foundations
- Pour new steel reinforced concrete foundations for new equipment/control building
- Cover 60kV switchyard area with crushed rock
- Repair/replace asphalt as necessary for vehicle access within site

Construction Equipment

The anticipated required construction equipment is listed in Table 1 by phase. The equipment listed was used in the air quality and greenhouse gas emissions evaluation provided in Section 3 of this IS.

Table 1: Construction Phases and Equipment		
Equipment	Task	Operation
Phase 1		
Backhoe/loader (John Deere 310G or similar)	trenching and excavating	32 hrs
12YD Dump Truck (International 7500 or similar)	haul off concrete, dirt and asphalt	minimal
200lb Plate Tamper (Multiquip MVC-90H or similar)	compact ground in preparation for new foundations	8hrs
Skid-steer Loader (John Deere CT322 or similar)	demo concrete, move construction materials, etc.	40hrs
10YD Concrete Truck	bring concrete to site for new foundations	minimal
Crane	to move new switchgear from trailer to new foundation	2hrs
Phase 2		
Backhoe/loader (John Deere 310G or similar)	trenching and excavating	16hrs
12YD Dump Truck (International 7500 or similar)	haul off concrete, dirt and asphalt.	minimal
200lb Plate Tamper (Multiquip MVC-90H or similar)	to compact ground in preparation for new	8hrs

	foundations	
Skid-steer Loader (John Deere CT322 or similar)	demo concrete, move construction materials, etc.	
10YD Concrete Truck		16hrs
Crane	bring concrete to site for new foundations	minimal
Phase 3		
Backhoe/loader (John Deere 310G or similar)	for trenching and excavating	64hrs
12YD Dump Truck (International 7500 or similar)	haul off concrete, dirt and asphalt	Minimal
200lb Plate Tamper (Multiquip MVC-90H or similar)	to compact ground in preparation for new foundations	24hrs
Skid-steer Loader (John Deere CT322 or similar)	to demo concrete, move construction materials, etc.	80hrs
10YD Concrete Truck		minimal
Crane	to bring concrete to site for new foundations	24hrs
Pier Drilling Rig (Komatsu 300 or similar)	to erect steel structures and place control building on foundation	36hrs
47" Double Drum Diesel Roller (Ingersoll-Rand DD-24 or similar)	to drill for new concrete pier foundations	8hrs

PROJECT SCHEDULE

Given the challenges of keeping the substation in service during the rebuild as much as possible, this project will be constructed in phases and is expected to take three to four years to complete. Phase 1 is scheduled for initiation in spring 2014 with completion targeted for summer 2018.

CITY OF ROSEVILLE MITIGATING ORDINANCES, GUIDELINES, AND STANDARDS

The CEQA Guidelines allow the use of previously adopted development policies or standards as mitigation for the environmental effects of future projects, when the standards have been adopted by the City with findings, based on substantial evidence, that the policies or standards will substantially mitigate environmental effects, unless substantial new information shows that the policies or standards will not substantially mitigate the effects (§15183[f]). In April 2008, the City of Roseville adopted Findings of Fact related to the mitigating policies and standards, and adopted the City of Roseville CEQA implementing procedures for the preparation, processing, and review of environmental documents (Resolution 08-172). These findings are applicable to the following regulations and ordinances, which include standards and policies that are uniformly applied throughout the City, and will substantially mitigate specified environmental effects of future projects:

- Noise Regulation (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)
- Community Design Guidelines (Resolution 95-347)

The City's mitigating ordinances, guidelines, and standards are referenced, where applicable, in the environmental checklist (Section 3 in this IS/MND), and will be implemented by the City as part of the proposed project to reduce potential impacts to a Less Than Significant level.

ENVIRONMENTAL COMMITMENTS

In addition to the City of Roseville Mitigating Ordinances, Guidelines, and Standards discussed above, the project would implement a variety of best management practices (BMPs) and other measures to avoid short- and long-term effects on the physical and human environment. These plans would be prepared before project activities are initiated, included in the contract specifications for contractors working on the proposed project, and implemented during project construction. The applicable measures are described below.

Storm Water Pollution Prevention Plan

Because the project would disturb more than an acre, the project contractor will be required to implement a storm water pollution prevention plan (SWPPP) to comply with the National Pollutant Discharge Elimination System (NPDES) general permit administered by the State Water Resources Control Board (refer to <http://www.swrcb.ca.gov/stormwtr/index.html> for more information on the NPDES permit process). The SWPPP would identify structural and nonstructural BMPs to control erosion. The SWPPP will include spill prevention and control plan to ensure transport, storage, and handling of hazardous materials required for construction is conducted in a manner consistent with relevant regulations and guidelines.

In addition, the project will comply with the City's design/construction standards (refer to http://www.roseville.ca.us/pw/engineering/land_development/design_construction_standards.as.p) and the City's Stormwater Quality BMP Guidance Manual for Construction (2007). The project would also implement the applicable requirements of the Placer County Flood Control and Water Conservation District's (PCFCWCD's) Stormwater Management Manual (Placer County Flood Control and Water Conservation District 1994).

Traffic Control Plan

The City would require the construction contractor to implement a traffic control plan, including a construction schedule and plan to meet the City's notice procedures, before construction activities are initiated. This plan would identify general methods by which construction activities will be managed to minimize substantial delays to traffic. These methods may include (but are not limited to):

- Appropriately sequencing activities (e.g., segment phasing, timing of grading, hours of construction) to minimize effects on traffic flow,
- Maintaining traffic flow in the project area to the extent possible, and
- Maintaining bicycle and pedestrian access.

Noise Control Measures

The following measures will 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 will be restricted to Monday through Friday from 7 a.m. to 7 p.m., and Saturday and Sunday from 8 a.m. to 8 p.m. to comply with the City of Roseville noise ordinance.
- All construction equipment will have sound-control devices no less effective than those provided on the original equipment. No equipment will have an unmuffled exhaust.
- Appropriate additional noise-reducing measures will be implemented, including (but not limited to) the following: stationary construction equipment will be located as far as possible from sensitive uses; sensitive uses will be identified on construction drawings; and equipment idling will be prohibited when the equipment is not in use.

REQUIRED PERMITS AND APPROVALS

Based on the information contained in Section 3, there are no federal permits or approvals required for the proposed project. The only state permit that will be required will be coverage under the State Water Resources Control Board's General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities to support compliance with Section 402 of the Clean Water Act. The following City permits and/or approvals are anticipated for the proposed project:

- Adoption of the Mitigated Negative Declaration for the proposed project and Mitigation Monitoring and Reporting Plan – Roseville City Council
- Project approval – Roseville City Council

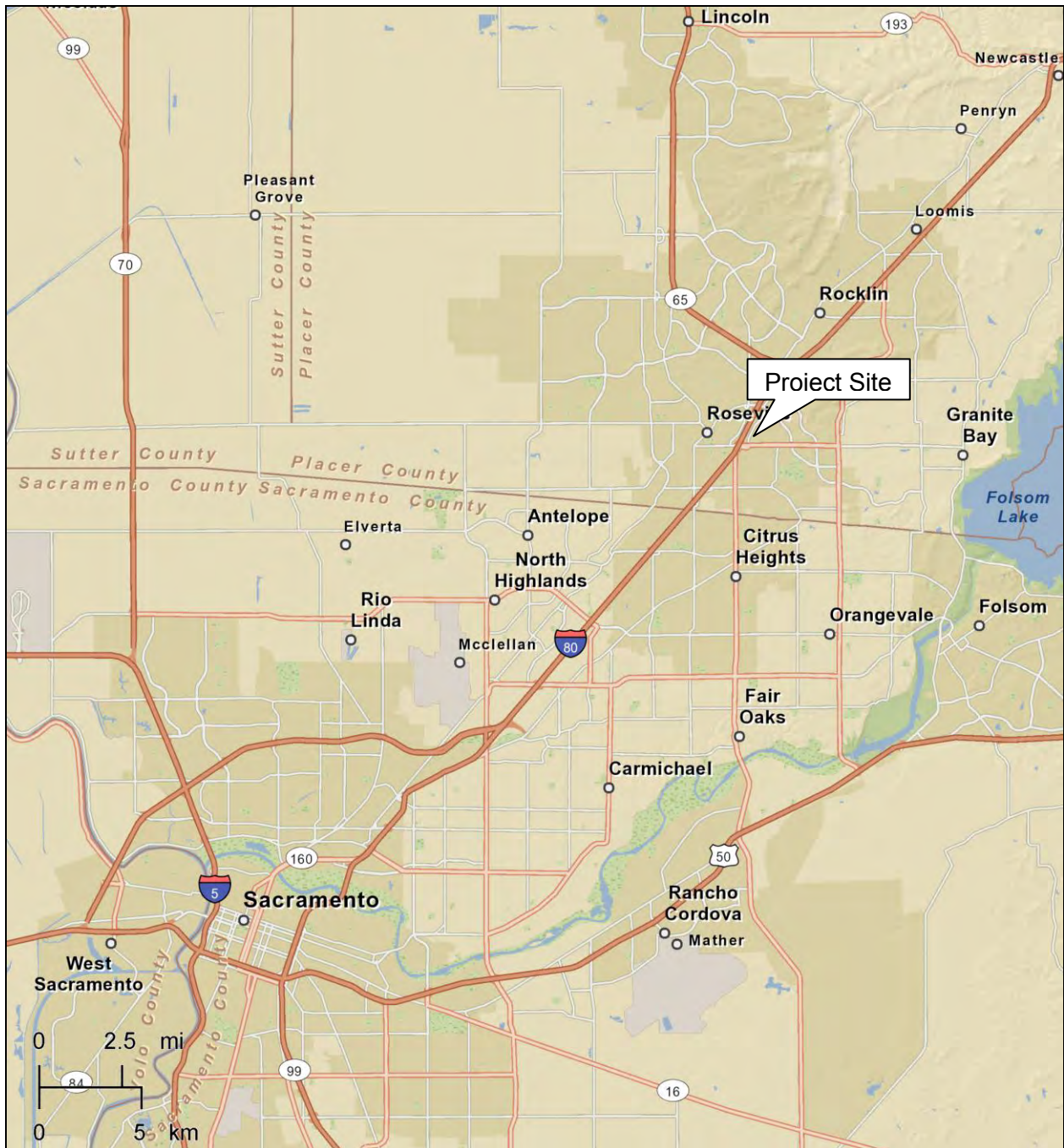


Figure 1: Project Location Map



Figure 2: Site Vicinity

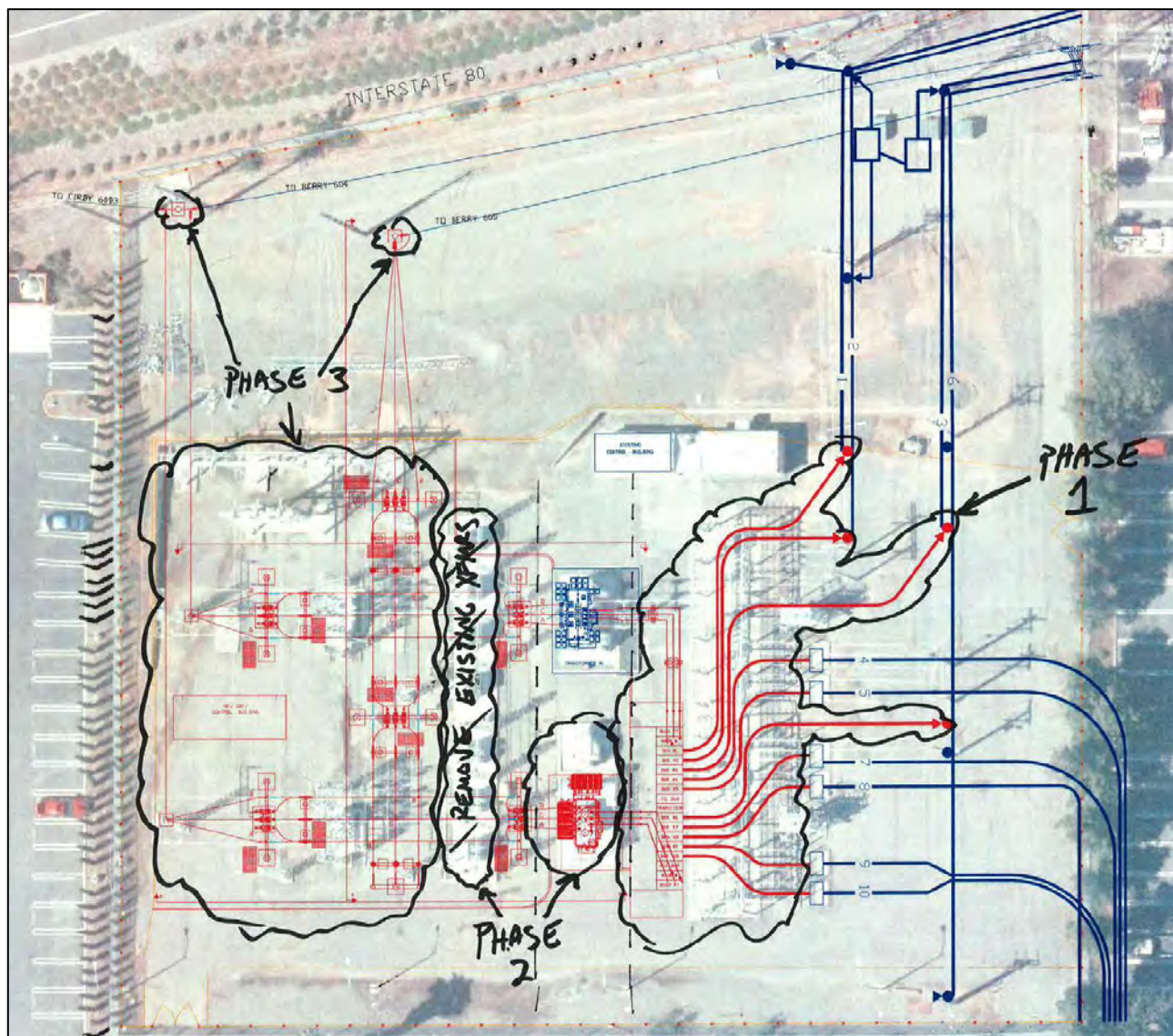


Figure 3: Proposed Improvements and Phasing Plan

3. INITIAL STUDY CHECKLIST

The California Environmental Quality Act (CEQA) Guidelines recommends that lead agencies use an initial study checklist to determine the potential impacts of the proposed project on the physical environment. The checklist provides a list of questions concerning a comprehensive array of environmental issue areas potentially affected by the proposed project. This section of the initial study incorporates a portion of the Appendix “G” environmental checklist form, contained in the CEQA Guidelines (revised 2012). The City has modified the Appendix “G” environmental checklist form to include a reference to CEQA Section 21083 and CEQA Guidelines Section 15183 in order to identify impact areas that do not require further analysis than that which was provided in the applicable Specific Plan and/or General Plan EIR. Impact questions and responses are included in both tabular and narrative formats for each of the 17 environmental topic areas. There are five possible answers to the environmental impacts checklist questions on the following pages. Each possible answer is explained herein:

- 1) A “Potentially Significant Impact” is appropriate if there is enough relevant information and reasonable inferences from that information that a fair argument can be made to support a conclusion that a substantial or potentially substantial adverse change may occur to any of the physical conditions within the area affected by the proposed project. When one or more “Potentially Significant Impact” entries are made, an EIR is required.
- 2) A “Potentially Significant Unless Mitigation Incorporated” answer is appropriate when the applicant has agreed to incorporate a mitigation measure to reduce an impact from “Potentially Significant” to “Less than Significant.” For example, impacts to flood waters could be reduced from a “potentially significant impact” to a “Less Than Significant impact” by relocating a building to an area outside the floodway. The lead agency must describe the mitigation measures, and briefly explain how the measures would reduce the impact to a Less Than Significant level.
- 3) A “Less Than Significant Impact” is appropriate if there is evidence that one or more environmental impacts may occur, but the impacts are determined to be less than significant or the application of development policies and standards to the project will reduce the impact(s) to a Less Than Significant level. For example, the application of the City’s Improvement Standards reduces potential erosion impacts to a less-than-significant impact.
- 4) A “No Impact” answer is appropriate where it can be clearly seen that the impact at hand does not have the potential to adversely affect the environment. For example, a project in the center of an urbanized area will clearly not have an adverse effect on agricultural resources or operations.

- 5) A “Meets Criteria for 15183/21083.3” answer is appropriate where the project meets the criteria for CEQA Guidelines Section 15183 and CEQA Section 21083.3, therefore not requiring any further environmental review. The CEQA Guidelines Section 15183(a) states:

- i) “(a) CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies.”
- ii) “(j) This section does not affect any requirement to analyze potentially significant offsite or cumulative impacts if those impacts were not adequately discussed in the prior EIR. If a significant offsite or cumulative impact was adequately discussed in the prior EIR, then this section may be used as a basis for excluding further analysis of that offsite or cumulative impact.”

All answers must take into account of the whole action involved, including off-site as well as on-site, cumulative as well as project level, indirect as well as direct, and construction as well as operational impacts except as provided for under CEQA Guidelines Section 15183 and CEQA Section 21083.3.

A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources cited in the parentheses following each response. A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards.

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

- | | | |
|---|--|---|
| ☐ Aesthetics | ☐ Agriculture 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 | ☐ Utilities/Service Systems | ☐ Mandatory Findings of Significance |

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 in the proposed project have been made by or agreed to by the applicant. 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 a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, 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 EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR OR NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

January 10, 2014

Date

Mark Morse, Environmental Coordinator

City of Roseville, City Manager's Office

Organization

I. AESTHETICS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
a. Have a substantial adverse effect on a scenic vista?	O	O	O	-
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings along a scenic highway?	O	O	O	-
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	O	O	-	O
d. Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	O	O	-	O

Discussion of Checklist Answers:

a,b. **No Impact.** The City has not designated any specific scenic vistas to be protected in Roseville, and there is not a state-designated scenic highway in the project vicinity. There would be no impact. No mitigation is required.

c. **Less Than Significant Impact.** The proposed project proposes replacement of equipment within an existing operational electric substation. In its existing condition, the project site does not possess a valuable visual character. The site is in an area characterized by dense urbanization, including nearby freeway, office, motel and commercial uses. The site is not visible from the adjacent roadways. Views of the site from the east are blocked by an existing commercial building with no windows facing the substation. The site is visible from rear facing windows of the *Hampton Inn and Suites* looking north and from the existing office park looking south. However both of these site views are partially screened by landscape trees and shrubs planted along the outside of substation perimeter fencing. No vegetation exists within the fenced portion of the substation. Visible project features would be smaller in terms of mass and scale than existing on-site infrastructure improving the appearance of the site compared to the existing condition. The reconditioned substation would remain compatible with existing and surrounding uses. No new infrastructure or operational characteristics would be introduced that would substantially degrade the existing visual character of the site. Construction would be temporary and would not permanently degrade the character or quality of the project area and surroundings. This impact is less than significant. No mitigation is required.

- d. **Less Than Significant Impact.** The proposed project would not include any project components that could increase glare in the project area. The substation site would continue to employ security night lighting consistent with existing conditions. Therefore, the proposed project would not create a new source of substantial light that would adversely affect nighttime views in the area. This impact is less than significant and no mitigation is required.

II. AGRICULTURE AND FOREST RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
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?	O	O	O	-
b. Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?	O	O	O	-
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))?	O	O	O	-
d. Result in the loss of forest land or conversion of forest land to non-forest use?	O	O	O	-
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?	O	O	O	-

Discussion of Checklist Answers:

a-e. No Impact. The project site is fully surrounded by urban uses and contains no Prime Farmland, Unique Farmland, Farmland of Statewide Importance, or active agricultural operations. The project would not involve the loss of any forest land. The project site is not zoned for any agricultural use or designated for agricultural use by the City's General Plan or zoning ordinance. No agricultural operations exist in the project vicinity, and the project would not involve any changes that could result in conversion of any farmland to a non-agricultural use or forestland to non-forest land use. Therefore, there would be no impact related to agricultural and forest resources. No mitigation is required.

III. AIR QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt Per 21083.3
a. Conflict with or obstruct implementation of the applicable air quality plan?	O	O	-	O
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	O	O	-	O
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a non-attainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	O	O	-	O
d. Expose sensitive receptors to substantial pollutant concentrations?	O	O	-	O
e. Create objectionable odors affecting a substantial number of people?	O	O	-	O

Discussion of Checklist Answers:

- a. Less Than Significant Impact.** The proposed project site is under the jurisdiction of the Placer County Air Pollution Control District (PCAPCD) within the Sacramento Valley Air Basin (SVAB). 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 (PM₁₀) standards, as well as for both the federal and State ozone standards. In order to address the federal nonattainment for ozone, the PCAPCD, along with other local air districts in the SVAB, is required to comply with and implement the State Implementation Plan (SIP) to demonstrate when and how the region can attain the federal ozone standards. As such, the PCAPCD, along with the other air districts in the region, prepared the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (Plan) in December 2008. The PCAPCD adopted the Plan on February 19, 2009. The California Air Resources Board (CARB) determined that the Plan meets Clean Air Act requirements and approved the Plan on March 26, 2009 as a revision to the SIP. Accordingly, the Plan is the applicable air quality plan for the proposed project site. It should be noted that an update to the Plan, the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (2013 SIP Revisions), has been prepared and was approved and adopted on September 26, 2013. The 2013 Revisions to the Sacramento Regional 8-Hour Ozone Attainment and

Reasonable Further Progress Plan will be submitted to the U.S. Environmental Protection Agency (EPA) as a revision to the SIP.

The Plan demonstrates how existing and new control strategies would provide the necessary future emission reductions to meet the federal Clean Air Act requirements, including the National Ambient Air Quality standards (NAAQS). Adoption of all reasonably available control measures is required for attainment. Measures could include, but are not limited to the following: regional mobile incentive programs; urban forest development programs; and local regulatory measures for emission reductions related to architectural coating, automotive refinishing, natural gas production and processing, asphalt concrete, and various others.

A conflict with, or obstruction of, implementation of the Plan could occur if a project generates greater emissions than what has been projected for the site in the emission inventories of the Plan. Emission inventories are developed based on projected increases in population, employment, regional vehicle miles traveled (VMT), and associated area sources within the region, which are based on regional projections that are, in turn, based on the General Plan land use and zoning designations for the region. In addition, general conformity requirements of the Plan include whether a project would cause or contribute to new violations of any NAAQS, increase the frequency or severity of an existing violation of any NAAQS, or delay timely attainment of any NAAQS.

The proposed project would not modify the existing land use or operations on the site. Thus, the project would not conflict with the emissions inventories of the Plan, and would be considered consistent with the Plan. In addition, the PCAPCD's permits, rules, and regulations are in compliance with the Plan, and the proposed project is required to comply with all applicable PCAPCD rules and regulations. Furthermore, as analyzed and determined in the discussions below, the proposed project would not result in project-level construction emissions that would exceed the applicable thresholds of significance. Thus, the project would not cause or contribute to new violations of any NAAQS, increase the frequency or severity of an existing violation of any NAAQS, or delay timely attainment of any NAAQS.

Because the proposed project would not conflict with the emissions inventories of the regional air quality plan, would result in emissions below the thresholds of significance, and would not conflict with or obstruct implementation of the applicable air quality plan, impacts would be considered less than significant.

- b. Less Than Significant Impact.** 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 recommends significance thresholds for emissions of PM₁₀, carbon monoxide (CO), and ozone precursors – reactive organic gases (ROG) and nitrous oxides (NO_x). The significance thresholds, expressed in pounds per day (lbs/day), listed in Table 2 are the PCAPCD's recommended thresholds of significance for use in the evaluation

of air quality impacts associated with proposed development projects. The City of Roseville, as lead agency, utilizes the PCAPCD's recommended project-level criteria air pollutant thresholds of significance for CEQA evaluation purposes. Thus, if the proposed project's emissions exceed the pollutant thresholds presented in Table 2, the project could have a significant effect on air quality and the attainment of federal and State Ambient Air Quality Standards.

Table 2 PCAPCD Recommended Thresholds of Significance	
Pollutant	Construction/Operational Threshold (lbs/day)
ROG	82
NO _x	82
PM ₁₀	82
CO	550
<i>Source: PCAPCD, 2012.</i>	

Implementation of the proposed project would contribute local emissions in the area during construction of the proposed project. The proposed project's short-term construction-related emissions were estimated using the California Emissions Estimator Model (CalEEMod) version 2013.2.2 software (CalEEMod) - a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify air quality emissions, including GHG emissions, from land use projects. The model applies inherent default values for various land uses, including trip generation rates based on the Institute of Transportation Engineers (ITE) Manual, vehicle mix, trip length, average speed, etc. However, where project-specific data was available, such data was input into the model (e.g., construction equipment, timing, and phasing).

Construction Emissions

During construction of the project, various types of equipment and vehicles would temporarily operate on the project site. Construction exhaust emissions would be generated from construction equipment, earth movement activities, construction worker commutes, and construction material hauling for the entire construction period. The aforementioned activities would involve the use of diesel- and gasoline-powered equipment that would generate emissions of criteria pollutants. Project construction activities also represent sources of fugitive dust, which includes PM emissions. As construction of the proposed project would generate air pollutant emissions intermittently within the site, and the vicinity of the site, until

all construction has been completed, construction is a potential concern because the proposed project is in a non-attainment area for ozone and PM.

The project is required to comply with all PCAPCD rules and regulations for construction, including, but not limited to Rule 202 related to visible emissions and Rule 228 related to fugitive dust, which would be noted on County-approved construction plans. In addition, the City has adopted construction standards that apply to all projects within the City limits that require projects to meet specific engineering and design requirements. The proposed project would be required to comply with the City Department of Public Works Construction Standards, Section 111, that are intended to minimize fugitive dust and PM₁₀ emissions during construction activities. Compliance with the engineering and design requirements would be noted on City-approved construction plans as well.

As shown in 2 above, the PCAPCD threshold of significance for construction is 82 pounds per day for ROG, NO_x, and PM₁₀ and 550 pounds per day for CO. Table 3 below presents the estimated construction-related emissions of ROG, NO_x, PM₁₀, and CO resulting from the proposed project.

Table 3		
Maximum Unmitigated Project Construction Emissions		
Pollutant	Project Emissions (lbs/day)	PCAPCD Significance Threshold (lbs/day)
ROG	5.30	82.0
NO_x	35.71	82.0
PM₁₀	2.58	82.0
CO	25.04	550.0
<i>Source: CalEEMod, November 2013 (See Appendix).</i>		

As shown in the table, the project's associated short-term construction-related emissions would be well below the PCAPCD thresholds of significance. Therefore, construction activities associated with development of the proposed project would not substantially contribute to the PCAPCD's nonattainment status for ozone or PM. Because the proposed project would not result in emissions above the PCAPCD's recommended thresholds of significance and would comply with PCAPCD rules and regulations for construction, the project would be considered to result in a less-than-significant impact associated with construction emissions.

Operational Emissions

Operational emissions of ROG, NO_x, CO, and PM₁₀ are generated by mobile and stationary sources, including day-to-day activities such as vehicle trips to and from a project site, natural gas combustion from heating mechanisms, landscape maintenance equipment exhaust, and consumer products (e.g., deodorants, cleaning products, spray paint, etc.). However, as discussed previously, the proposed project would not modify the existing land use or operations on the project site. In addition, the substation would be generally unattended and would be supervised and controlled remotely consistent with current conditions. Thus, the proposed project would not involve mobile, stationary, or area sources and new operational emissions would not occur. Therefore, the proposed project would be considered to result in a less-than-significant impact associated with operational emissions.

Conclusion

Because the proposed project would not exceed the applicable thresholds of significance for air pollutant emissions during construction or operation, the project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Therefore, implementation of the proposed project would result in a ***less-than-significant*** impact related to air quality.

- c. **Less Than Significant Impact.** The proposed project is within a nonattainment area for ozone and PM. The growth and combined population, vehicle usage, and business activity within the nonattainment area from the project, in combination with other past, present, and reasonably foreseeable projects within Roseville and surrounding areas, could either delay attainment of the standards or require the adoption of additional controls on existing and future air pollution sources to offset emission increases.

The proposed project would only involve emissions during construction, as the substation is generally unattended, is supervised and controlled remotely, and would not involve operational emissions. Construction emissions are a one-time release and would occur temporarily (approximately three to four years in this case). Accordingly, the incremental contribution of the proposed project's construction-related emissions would not be cumulatively considerable. Therefore, the proposed project would result in a less-than-significant cumulative impact.

- d. **Less Than Significant Impact.** The proposed project consists of the rehabilitation and rebuild of the existing Douglas Substation. As presented above, CO emissions were determined to be well below thresholds during both construction and operation of the proposed project. Emissions of CO result from the incomplete combustion of carbon-containing fuels such as gasoline or wood and are particularly related to traffic levels. As

the project does not involve operations on-site, the proposed project would not result in an increase in vehicle trips in the area. Accordingly, the proposed project would not cause substantial levels of CO at surrounding intersections or generate localized concentrations of CO that would exceed standards.

Toxic Air Contaminants (TACs) are a category of environmental concern as well. The CARB's Air Quality and Land Use Handbook: A Community Health Perspective (Handbook) provides recommendations for siting new sensitive land uses near sources typically associated with significant levels of TAC emissions, 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 from TACs are a function of both the concentration of emissions and the duration of exposure. Health-related risks associated with DPM in particular are primarily associated with long-term exposure and associated risk of contracting cancer.

Because the proposed project does not involve on-site operations, long-term operation of any stationary diesel engine or other major on-site stationary source of TACs would not occur. Emissions of DPM resulting from construction-related equipment and vehicles would be temporary. In addition, the nearest sensitive receptor would be the existing residences located nearly 950 feet south of the project site, opposite Douglas Boulevard. Therefore, the nearest sensitive receptors would not be expected to be exposed to substantial long-term concentrations of DPM emissions associated with construction of the proposed project.

Furthermore, the proposed project would not introduce any sensitive receptors to the area, and, thus, would not expose sensitive receptors to any existing sources of substantial pollutant concentrations.

In conclusion, the proposed project would not introduce sensitive receptors to the area and would not generate substantial levels of pollutant concentrations that would expose existing sensitive receptors in the area. Therefore, impacts related to exposing sensitive receptors to substantial pollutant concentrations would be less than significant.

- e. **Less Than Significant Impact.** While offensive odors rarely cause any physical harm, they can be unpleasant, leading to considerable distress among the public and often generating citizen complaints to local governments and air districts. Project-related odor emissions would be limited to the construction period, when emissions from equipment may be evident in the immediately surrounding area. These activities would be short term and are not likely to result in nuisance odors that would violate PCAPCD odor regulations. This impact is therefore considered less than significant.

IV. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
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 Game or U.S. Fish and Wildlife Service?	O	O	O	-
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 Game or U.S. Fish and Wildlife Service?	O	O	O	-
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling hydrological interruption, or other means?	O	O	O	-
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?	O	O	O	-
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	O	O	O	-
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?	O	O	O	-

The biological information presented in this section is based on a review of existing information and a field visit conducted by City staff on December 2, 2013. The project site has been previously graded and is developed, operated and maintained as an electric substation. The project site slopes from west to east, has been improved with a combination of AC and crushed gravel surface and is surrounded by an 8-foot chain link fence topped with razor wire. No vegetation, special-status species, sensitive natural communities, or native trees occur on the project site.

Discussion of Checklist Answers:

- a. **No impact.** The proposed project would not 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 Game or U.S. Fish and Wildlife Service. No special-status species are known to inhabit the site and none were observed during the field survey. As described above, the site is improved and maintained by the City as an electric substation and does not support suitable habitat for special-status species that have the potential to occur in the project region. There would be no impact and no mitigation would be required.
- b. **No Impact.** The project site does not support any riparian habitat or sensitive natural communities. In addition, no riparian habitat or sensitive natural communities occur adjacent to the project site. Therefore, the proposed project would not impact any riparian habitat or sensitive natural communities. No mitigation would be required.
- c. **No Impact.** The project site is within a developed commercial area that lacks any natural surface drainage features or characteristics of wetland resources. No wetlands are contained on site or in the immediate vicinity. The site does not contain the physical characteristics to support any wetlands or other jurisdictional resources regulated by the U.S. Army Corps of Engineers (USACE) pursuant to Section 404 of the Clean Water Act (CWA); the Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the CWA and State Porter- Cologne Water Quality Control Act; and/or, the California Department of Fish and Game (CDFG) pursuant to Sections 1600 et seq. of CFG Code. In addition, no wetlands or other jurisdictional resources occur adjacent to the project site. Therefore, the proposed project would not result in any impacts on federally protected wetlands or other jurisdictional resources and no mitigation would be required.
- d. **No Impact.** There are no wildlife corridors, linkages, or nursery sites on or adjacent to the project site. The site and immediate vicinity are located adjacent to I-80 and constrained by existing developments and do not contain habitat that would support a wildlife nursery site or contribute substantially to the assembly and function of any local or regional wildlife corridors or linkages. Therefore, the proposed project would not 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. No mitigation is required.
- e. **No Impact.** Chapter 19.66 (Tree Preservation) of Article IV (Special Area and Special Use Requirements) of Title 19 (Zoning) in the Roseville Municipal Code includes regulations controlling the removal and preservation of trees within the City of Roseville. A Protected Tree is defined in the Roseville Municipal Code as a native oak tree equal to or greater than six inches diameter at breast height (DBH) measured as a total of a single trunk or multiple trunks.

The project site does not support any trees. Therefore, the proposed project would not result in any impacts on Protected Trees regulated under the Roseville Municipal Code, and as such, would not conflict with any local policies protecting biological resources. No mitigation would be required.

- f. **No Impact.** There are no approved Habitat Conservation Plans, Natural Conservation Community Plans, or other adopted plans that would apply to the proposed project. No mitigation would be required.

V. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant	No Impact or Exempt per 21083.3
a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	☐	☐	☐	☒
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☒	☐	☐
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐
d. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐

The project is graded and improved with asphalt paving and/or crushed gravel and accommodates an existing electric substation. The site is not located within a “medium” or “high risk” area according to the United Auburn Indian Community (UAIC) Cultural Resources Risk Map prepared for the City of Roseville. Previous ground disturbance and a lack of documented resources within the surrounding area indicates a low potential for the presence of cultural resources.

Discussion of Checklist Answers:

- a. **No Impact.** No historical or architectural resources that meet the criteria of significance under CEQA are located on or adjacent to the project site. There would be no impact.
- b. **Less Than Significant with Mitigation.** Given the potential depth of excavation (up to 18 feet for foundation construction), it is possible that ground-disturbing activities may uncover buried and previously unknown cultural resources. In the event that construction activities occur within previously undisturbed soils and buried cultural resources are discovered, such resources could be damaged or destroyed, potentially resulting in significant impacts on cultural resources. Implementation of Mitigation Measure CR-1 would reduce this impact to a Less Than Significant level.

Mitigation Measure CR-1 (Previously Unidentified Cultural Resources)

The City shall ensure construction specifications include the following information in the grading notes:

- (a) Construction shall stop if potential cultural resources are encountered. It is possible that previous activities have obscured surface evidence of cultural resources. If signs of an archeological site, such as any unusual amounts of stone, bone, or shell, are uncovered during grading or other construction activities, work shall be halted within 100 feet of the find and the Roseville City Manager's Office shall be notified. A qualified archeologist shall be consulted for an on-site evaluation. If the site is or appears to be eligible for listing in state or federal registers, additional mitigation, such as further testing for evaluation or data recovery, may be necessary.
- (b) In the event resources are discovered, the City shall request a qualified archaeologist assess the find, and determine whether the resource requires further study. Any previously undiscovered resources found during construction should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance under all applicable regulatory criteria.
- (c) No further grading shall occur in the area of the discovery until the City approves the measures to protect the resources. Any archaeological artifacts recovered as a result of mitigation shall be donated to a qualified scientific institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study.

- c. **Less Than Significant with Mitigation.** It is possible that ground-disturbing activities may uncover buried paleontological resources (i.e. fossils). In the event that construction activities occur within previously undisturbed soils and buried paleontological resources are discovered, such resources could be damaged or destroyed, potentially resulting in significant impacts on paleontological resources. Implementation of Mitigation Measure CR-2 would reduce this impact to a less-than- significant level.

Mitigation Measure CR-2 (Previously Unidentified Paleontological Resources)

- (a) The City shall ensure construction specifications shall include the following information in the grading notes:

If substantial fossil remains (particularly vertebrate remains) are discovered during earth-disturbing activities on the project site, activities will stop immediately until a state-registered professional geologist or qualified professional paleontologist can assess the nature and importance of the find and a qualified professional paleontologist can recommend appropriate treatment. Treatment may include preparation and recovery of fossil materials

so that they can be housed in an appropriate museum or university collection and may also include preparation of a report for publication describing the finds. The applicant will be responsible for ensuring that recommendations regarding treatment and reporting are implemented.

- d. **Less Than Significant with Mitigation.** There are no known formal cemeteries within the project area. However, there is always the possibility that ground-disturbing activities during construction may uncover previously unknown and buried human remains, which would be a potentially significant impact. Implementation of Mitigation Measure CR-3 would reduce this impact to a Less Than Significant level.

Mitigation Measure CR-3 (Inadvertent Discovery of Human Remains)

- (a) The City shall ensure 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 Mark Morse, Environmental Coordinator, City of Roseville City Manager's Office.

- (b) 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 (PRC) § 5097.98.
- If the remains are determined by the County Coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. It is further recommended that a professional archaeologist with Native American burial experience conduct a field investigation of the specific site and consult with the Most Likely Descendant (MLD), if any, identified by the NAHC. As necessary and appropriate, a professional archaeologist may provide technical assistance to the MLD, including but not limited to, the excavation and removal of the human remains.

VI. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. 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.	O	O	O	-
ii. Strong seismic groundshaking?	O	O	O	-
iii. Seismic-related ground failure, including liquefaction?	O	O	-	O
iv. Landslides?	O	O	O	-
b. Result in substantial soil erosion or the loss of topsoil?	O	O	-	O
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 on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	O	O	-	O
d. Be located on expansive soil, as defined in Section 1803.5.3 of the 2010 CBC, creating substantial risks to life or property?	O	O	-	O
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	O	O	-	O

Discussion of Checklist Answers:

- a. **Less Than Significant Impact.** Several faults have been identified within 60 miles of the Sacramento area. However, no known active faults are located in Placer County, including the project vicinity, and the south Placer County area is classified as a low- severity earthquake zone. Three inactive faults lie within the immediate Roseville vicinity: the

Volcano Hill fault, extending approximately 1 mile northwesterly from just east of Roseville city limits; the Linda Creek fault, extending along a portion of Linda Creek through Roseville and a portion of Sacramento County; and an unnamed fault extending east to west between Folsom Lake and Rocklin. Portions of this fault are concealed, but they are possibly connected to the Bear Mountain fault near Folsom Lake. No Alquist-Priolo Earthquake Fault Zones are located in Roseville or Placer County.

The project site is not expected to experience faulting, strong ground shaking, seismically related ground failure, or liquefaction. Further, as part of project approvals, the City will review the site-specific geotechnical study prepared for the project and design and construction documents to ensure compliance with applicable California Building Code (CBC) regulations for seismic safety as well as the City of Roseville Design and Construction Standards. The project would consist of non-occupied structures. No mitigation is required.

The project site is generally flat and there are no steep slopes in the project vicinity that pose a risk to the project site. No mitigation is required.

- b. **Less Than Significant Impact.** Construction of the proposed project would involve staging of materials and construction equipment on site and trenching and excavations for conduit and foundation footings. Ground disturbing activities would temporarily expose soil to wind or water erosion. To minimize erosion during construction, the City will require the project contractor to implement a storm water pollution prevention plan (SWPPP) to comply with the National Pollutant Discharge Elimination System (NPDES) general permit administered by the State Water Resources Control Board. The SWPPP will identify structural and nonstructural best management practices (BMPs) to control erosion. The SWPPP will include spill prevention and control plan to ensure transport, storage, and handling of hazardous materials required for construction is conducted in a manner consistent with relevant regulations and guidelines. In addition, the project will comply with the City's Design and Construction Standards, which prescribe erosion/sediment control and grading requirements addressing erosion. Following construction no soils would be left exposed. The entire site would be covered by asphalt concrete, crushed rock or a similar surface which would not be susceptible to erosion. Impacts would be less than significant and no mitigation is required.
- c. **Less Than Significant Impact.** Lateral spreading, a phenomenon associated with liquefaction, subsidence, or other geologic or soils conditions that could create unstable subsurface conditions that could affect the proposed project features, is not a significant hazard for the project site. During project design and prior to construction, the City will ensure the design specifications in the site-specific geotechnical report prepared for the project are incorporated into the project, in accordance with City of Roseville Design and Construction Standards. Impacts would be less than significant and no mitigation is required.

- d. **Less Than Significant Impact.** The project site consists of an existing approximately 2-acre operational electric substation. New impervious surfaces would be installed as part of foundations that support above ground infrastructure. These new features could be susceptible to damage, depending upon underlying soil characteristics such as shrink-swell potential and low strength if not accounted for in project design. However, prior to final design and in conjunction with contract specifications, a site-specific geotechnical study with design and construction specifications would be completed in accordance with the City's Mitigating Ordinances, Guidelines, and Standards, and the City would ensure the project includes required elements. The City would inspect construction to ensure it complies with geotechnical requirements. Impacts would be less than significant and no mitigation is required.
- e. **No Impact.** No restrooms would be constructed as part of the proposed project, and there would be no consequent increase in wastewater due to project implementation. Therefore, no impact on soils related to the use of septic tanks would occur. No mitigation is required.

VII. GREENHOUSE GAS EMISSIONS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	O	O	-	O
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	O	O	-	O

Discussion of Checklist Answers:

- a. **Less Than Significant Impact.** 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. A project's GHG emissions are at a micro-scale relative to global emissions, but could result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact.

As discussed previously, the proposed project would not modify the existing land use or operations on the project site. The substation would be generally unattended and would be supervised and controlled remotely. Thus, the proposed project would not involve mobile, stationary, or area sources and new operational emissions, including GHG emissions, would not occur. Accordingly, the only increase in GHG emissions generated by the proposed project that would contribute to global climate change would occur during the construction phase, which would be temporary. Due to the inherently cumulative nature of global climate change, effects of which occur over a long period of time, a project's GHG emissions contribution is typically quantified and analyzed on an annual basis (i.e., annual operational GHG emissions). Construction-related GHG emissions are a one-time release that occurs over a short period of time; nonetheless, construction-related GHG emissions have been quantified for the proposed project.

The estimated construction-related GHG emissions attributable to the proposed project would be primarily associated with increases of CO₂ and other GHG pollutants, such as methane (CH₄) and nitrous oxide (N₂O), from mobile sources and construction equipment usage. The proposed project's short-term construction-related GHG emissions were estimated using the CalEEMod software - a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify GHG emissions from land use projects. The model quantifies direct GHG emissions from construction, which are expressed in annual metric tons of CO₂ equivalent units of measure (i.e., MTCO₂e), based on the global warming potential of the individual pollutants.

The estimated increase in GHG emissions associated with construction of the proposed project is summarized in Table 4.

Table 4	
Project Total Annual Construction GHG Emissions	
	CO₂ emissions (MTCO₂e)
Total Construction GHG Emissions	162.43
<i>Source: CalEEMod, November 2013 (See Appendix).</i>	

As presented in the table, short-term emissions of GHG associated with construction of the proposed project are estimated to be 162.43 MTCO₂e. As stated above, because construction-related GHG emissions are a one-time release that occurs over a short period of time and are typically considered separate from operational emissions, construction-related GHG emissions are not typically considered to result in a substantial contribution towards global climate change. In addition, neither the PCAPCD nor the City has established thresholds of significance for construction-related GHG emissions. Due to the size of the proposed project and lack of any change to annual operational emissions, the GHG emissions resulting from construction of the proposed project are not expected to significantly contribute to the cumulative GHG levels of the area.

For comparison purposes, multiple agencies have developed draft interim thresholds of significance for GHG emissions, including the following:

- 1,100 MTCO₂e per year according to Bay Area Air Quality Management District (BAAQMD);
- 1,600 MTCO₂e per year according to CARB;
- 3,000 MTCO₂e per year according to South Coast Air Quality Management District (SCAQMD); and
- 900 MTCO₂e per year according to San Diego County.

The proposed project's construction-related emissions would be substantially below all of the draft interim thresholds of significance listed above for GHG emissions, and would occur only one time, not annually or over multiple years. Therefore, the proposed project's construction-related GHG emissions are not expected to cause a significant impact.

In conclusion, operational GHG emissions would be minimal and would not change as a result of the proposed project; however, construction of the proposed project would generate GHG emissions that would contribute to the overall GHG levels in the atmosphere. Although

the proposed project would contribute to GHG levels during construction of the proposed project, the incremental contribution to cumulative GHG emissions and global climate change would be minor. In addition, the GHG emissions resulting from construction of the proposed project would occur only once temporarily during construction. Therefore, the proposed project's contribution to global climate change through GHG emissions would be considered ***less-than-significant***.

VIII. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	O	O	-	O
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?	O	O	-	O
c. Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	O	O	O	-
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?	O	O	O	-
e. Be 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 for people residing or working in the project vicinity?	O	O	O	-
f. Be located within the vicinity of a private airstrip and result in a safety hazard for people residing or working in the project vicinity?	O	O	O	-
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	O	O	-	O
h. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	O	O	O	-

Discussion of Checklist Answers:

a,b. **Less Than Significant Impact.** The proposed project would involve construction activities such as site preparation, concrete installation, and construction of substation infrastructure. These activities would involve the use of heavy equipment, which would contain fuels and oils, and various other products such as cements, paints, and adhesives. All hazardous materials used during construction would occur in compliance with applicable regulations. Hazardous materials common to electric substation operation would also be used during the operation phased. As part of the proposed project, the City will implement the following plans and special provisions to ensure the project would not create a significant hazard to the public or environment:

- The substation site will be securely fenced and equipped with high visibility “no tress pass” and “high voltage” signage to prevent and discourage entry by the general public.
- Compliance with the City’s Multi-Hazard Mitigation Plan (approved by the Federal Emergency Management Agency) which requires contractors to transport and store materials in appropriate and approved containers along designated truck routes, maintain required clearances, and handle materials using fire department–approved protocols, as illustrated in Roseville Fire Code Ordinance 4594.
- Implementation of a spill prevention and control plan to minimize the exposure of people and the environment to potentially hazardous materials. The SWPPP will include spill prevention and control plan to ensure transport, storage, and handling of hazardous materials required for construction is conducted in a manner consistent with relevant regulations and guidelines.
- Compliance with the City of Roseville Design and Construction Standards and the City’s Stormwater Quality BMP Guidance Manual for Construction (2007) and implement the requirements of the Placer County Flood Control and Water Conservation District’s (PCFCWCD’s) Stormwater Management Manual (Placer County Flood Control and Water Conservation District 1994).

In addition, the City of Roseville Fire Department is the Certified Unified Program Agency (CUPA) for Roseville. The Fire Department will review construction plans when finalized. The Fire Department is available to respond to hazardous materials complaints or emergencies, if any, during construction.

For these reasons, the proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, and would not result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Implementation and compliance with the plans, standards, and special provisions described above would reduce any potential impacts to a less than significant level. No mitigation is required.

- c. **No Impact.** There are no public or private schools located within one-quarter mile of the project site. Construction would not generate hazardous air emissions or handle acutely hazardous substances within one-quarter mile of a school.
- d. **No Impact.** The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.
- e,f. **No Impact.** The project site is not located within an airport land use plan area, within 2 miles of an airport, or within the vicinity of a private airstrip.
- g. **Less than Significant Impact.** The substation rebuild project will not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Therefore, the impact would be less than significant. No mitigation is required.
- h. **No Impact.** According to the California Department of Forestry and Fire Protection (CDFFP) Placer County Natural Hazard Disclosure (Fire) map, the proposed project site is not located in a fire hazard region. There would be no impact associated with wildland fires. No mitigation is required.

IX. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
a. Violate any water quality standards or waste discharge requirements?	O	O	-	O
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, resulting in a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?	O	O	O	-
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite or offsite?	O	O	-	O
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding onsite or offsite?	O	O	-	O
e. Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	O	O	-	O
f. Otherwise substantially degrade water quality?	O	O	-	O
g. Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	O	O	O	-
h. Place structures within a 100-year flood hazard area that would impede or redirect flood flows?	O	O	O	-
i. Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?	O	O	O	-
j. Contribute to inundation by seiche, tsunami, or mudflow?	O	O	O	-

Discussion of Checklist Answers:

- a. **Less than Significant Impact.** The project site is within the Dry Creek watershed. The applicable waste discharge requirements for the proposed project are the Statewide General Construction Permit and the NDPEs Storm Water Management Program (SWMP), which implements the General Permit for Stormwater Discharge from the CVRWQCB.

Construction would involve minor trenching and excavation for conduits and infrastructure foundations. Stormwater runoff during construction would not flow to any surface water bodies, but would be discharged to the storm drainage system. The City's Grading Ordinance requires grading plans to include an erosion control plan to eliminate off-site flows of sediment and to reduce site erosion to protect water quality in the storm drain system, and adjacent properties. The City would require the contractor to comply with the ordinance and prepare a SWPPP to meet the requirement of the City's General Permit for Stormwater Discharge from the CVRWQCB. With implementation of the BMPs, the impact would be less than significant because the BMPs are intended to ensure compliance with Basin Plan water quality standards and applicable NPDES requirements. No mitigation is required for construction.

During operation, stormwater from the site would be discharged to the City's storm drain system. It is anticipated that the rate and volume of runoff from the site would not noticeably change from existing conditions. While the project would introduce some new impervious surfaces to the site (i.e., new foundations to support above ground equipment), this new runoff would be offset by impervious surfaces removed (as a result of removing existing outdated equipment and related impervious surfaces).

With the incorporation of required construction site stormwater quality controls and design that includes BMPs consistent with the City's Urban Stormwater Quality Management Ordinance and Discharge Control Ordinance, the proposed project would be consistent with applicable permits and would, therefore, not violate and water quality standards or waste discharge requirements. No mitigation is required.

- b. **No Impact.** The project site is located in the foothills North American Subbasin, which overlies the eastern central portion of the Sacramento Valley Groundwater Basin, which has a total surface area of approximately 351,000 acres, or 548 square miles. Groundwater recharge in the basin occurs mostly by infiltration from the Sacramento, Feather, and Bear Rivers, along with their tributaries. There are currently no artificial recharge areas for the North American Subbasin. The project site is mostly covered by crushed rock, and infiltration does serve to recharge groundwater.

Water for maintenance activities and existing perimeter landscaping would be obtained from existing City supplies and would be minimal. The project site would not substantially increase impermeable surface cover. Therefore, the proposed project would not substantially deplete groundwater supplies or interfere substantially with groundwater

recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.

- c. **Less than Significant Impact.** Stormwater runoff from the project site is collected in storm drains operated by the City. Drainage patterns at the site would be altered slightly, as runoff would be directed to the bioswale and dry streambed and from there to an outfall basin and a detention basin. However, these measures would likely result in less erosion onsite, as runoff would be directed to designated channels and basins rather than impacting the entirety of the project site. Stormwater would continue to flow to the storm drain system, but, as described in Item b, above, would be at a lower rate and volume. In addition, as described in Item a, above, erosion and sedimentation would be controlled through implementation of required BMPs.
- d,e. **Less than Significant Impact.** The rate and volume of stormwater runoff from the project site is expected to remain unchanged post construction. While the project would introduce new impervious surfaces related to the new equipment, this new runoff would be offset by removal of a similar amount of older equipment. Because drainage would continue to be conveyed to the City's storm drain system without adversely affecting system capacity, there would be little, if any, potential to cause or exacerbate on-site or off-site flooding.
- f. **Less Than Significant Impact.** The proposed project would not otherwise substantially degrade water quality. Refer to Items a and c, above.
- g,h. **No Impact.** The project site is not within a special flood hazard area. The proposed project would not place housing in special flood hazard areas, and it would not redirect or impede flood flows because no physical changes in flood-prone areas are proposed.
- i. **No Impact.** The project site is not within a designated flood inundation area. In addition, the improvements at the project site would consist of electrical infrastructure facilities. These features would not be occupied structures, and there would be no substantial risk of loss, injury, or death in the highly unlikely event of flooding at the project site.
- j. **No Impact.** The project site is not located near an ocean coast or enclosed body of water that could produce a seiche or tsunami. It is not located near areas having steep slopes that would create mudflows.

X. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
a. Physically divide an established community?	O	O	O	-
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	O	O	O	-
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	O	O	O	-
d. Result in land use/operational conflicts between existing and proposed on-site or off-site land uses?	O	O	O	-

Discussion of Checklist Answers:

- a. **No Impact.** Redevelopment of the Douglas Substation site would not physically divide an established community because the site is already developed and occupied with a substation use. Further, there would be no off-site improvements that would affect the surrounding community. There would be no impact.
- b. **No Impact.** The applicable land use plan is the City of Roseville General Plan. The land use designation and zoning for the site is P/QP (Public/Quasi Public). This zoning district is intended to provide areas for necessary public infrastructure. The existing use and proposed project would remain consistent with the intended function of the land use and zoning designation for the site.
- The project design has been reviewed by the City to ensure it incorporates and complies with applicable General Development Regulations (Roseville Municipal Code Chapter 10.20 et seq.). There would be no conflict with the general plan or zoning. No mitigation is required.
- c. **No Impact.** There is no applicable habitat conservation plan or natural community conservation plan relevant to the project site. There would be no impact.
- d. **No Impact.** The proposed project is situated in a fully developed urban environment and would be consistent with existing uses and surrounding land use context. It would not be a substantial source of noise or air emissions, create a public safety risk, or cause an

adverse change in the visual environment. Therefore, it would not result in land use or operational conflicts on- or off-site.

XI. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
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?	O	O	O	-
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?	O	O	O	-

Discussion of Checklist Answers:

- a,b. **No Impact.** As stated in the Roseville General Plan, mineral resources, consisting of sand and gravel, are limited and no mineral extraction operations currently exist or are anticipated to exist in the City. The City of Roseville has not designated the site as a locally important mineral resource area. There would be no impact.

XII. NOISE

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	O	O	-	O
b. Expose persons to or generate excessive groundborne vibration or groundborne noise levels?	O	O	-	O
c. Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	O	O	-	O
d. Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	O	O	-	O
e. Be located within an airport land use plan area, or, where such a plan has not been adopted, within two miles of a public airport or public use airport and expose people residing or working in the project vicinity to excessive noise levels?	O	O	O	-
f. Be located in the vicinity of a private airstrip and expose people residing or working in the project vicinity to excessive noise levels?	O	O	O	-

Discussion of Checklist Answers:

a,c,d. **Less than Significant Impact.** The proposed project would result in the reconstruction of an existing operational electric substation site. The following evaluates the construction and operational impacts of the project.

The City of Roseville General Plan Noise Element has established Goals and Policies relating to evaluating noise impacts due to projects. The overall noise goal for the City is to protect the health and welfare of the community by promoting community development which is compatible with noise level criteria. The City Noise Element (2004) establishes noise standards for maximum allowable noise exposure due to transportation sources and performance standards for fixed noise sources. Transportation noise standards (60 dBA L_{dn} /CNEL) are applied at the outdoor activity area of noise sensitive land use (residential). Fixed noise sources are not to exceed 50 dBA L_{eq} and 70 dBA L_{max} during daytime hours (7:00 am to 10:00 pm) and 45 dBA L_{eq} and 65 dBA L_{max} during nighttime hours (10:00 pm to 7:00 am) as measured at the property line

of noise sensitive land uses or exceed the ambient sound level by +3 dBA at the noise sensitive land use property line, whichever is greater.

The City of Roseville Municipal Code, Health and Safety Ordinance Chapter 9.24 contains specific requirements for construction activities, stating that they are exempt from the provisions of the noise codes if all activities occur between 7:00 am and 7:00 pm Monday through Friday and 8:00 am to 8:00 pm on Saturday and Sunday, provided that all construction equipment is fitted with factory installed muffling devices and is maintained in good working order.

The existing noise environment at the site is dominated by vehicular noise attributable to traffic on I-80, Douglas Boulevard and North Sunrise Avenue. The nearest residential uses occur over 640 feet from the project site at 1605 Cardinal Way located southeast of the project site and south of Douglas Boulevard.

Construction Impacts

Construction of the proposed project would be a source of temporary or periodic increases in ambient noise levels that could be audible to nearby land uses. Construction will involve the loading and unloading of equipment and supplies, use of cranes to place equipment, drilling holes for power poles and trenching and excavation for conduit and foundations. The mix of equipment operating would vary depending on the activity being conducted on-site, and noise levels would vary based on the amount of equipment in operation and the location of the activity. Construction activities are not anticipated to result in excessive groundborne vibration or noise levels. As required by Chapter 9.24.030(G) of the City Code, construction activities would be limited to occur only between the hours of 7:00 A.M. and 7:00 P.M., Monday through Friday, and 8:00 A.M. and 8:00 P.M. on Saturdays and Sundays, as discussed previously under the Regulatory Setting. Chapter 9.24.030(G) also requires the use of exhaust and intake silencers for internal combustion engines used during construction to reduce noise levels associated with construction activities.

The City exempts noise associated with construction that occurs between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday and between 8:00 A.M. and 8:00 P.M. on Saturdays and Sundays because these hours are outside of the recognized sleep hours for residents and outside of evening and early morning hours and time periods where residents are most sensitive to exterior noise. Therefore, the proposed project would be exempt from the noise standards during these hours. No mitigation is required.

Operational Impacts

Operational noise is expected to be equal to or less than that generated by the existing facility. The rebuilt substation will be equipped with power circuit breakers that will operate during switching and clearance of faulty components in the power system. Noise generated by the spring operating mechanism of the circuit breaker would be similar to existing conditions and would not exceed the City General Plan acceptable noise levels

from non-transportation sources (as measured at the receptor's property line) of 50 dB during daytime hours and 45 dB during night time hours. The replacement transformers will also meet the City's General Plan acceptable noise levels as previously stated. Overhead powerlines would continue to generate low-level sounds that could potentially be heard when directly under, and particularly at night when the ambient noise level is reduced. Overall operational noise levels are expected to be less than less than the existing facility. As such operational noise levels would be minimal and not significantly contribute to current ambient noise levels. Therefore, impacts to permanent ambient noise levels would be less than significant.

- b. **Less than Significant Impact.** Temporary construction activities at the project site could expose nearby off-site land uses (e.g., commercial, office, and motel) to elevated levels of groundborne vibration. However, based on FTA's Transit Noise and Vibration Impact Assessment (2006) and the existing distance to adjacent sensitive receptors from the project site, groundborne vibration associated with operation of construction equipment to be used on-site would not be considered substantial or excessive. No mitigation is required.
- e,f. **No Impact.** The proposed project is not located within the immediate vicinity of an airport land use plan, within 2 miles of an airport, or within the vicinity of a private airstrip. There would be no impact.

XIII. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
a. Induce substantial 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)?	O	O	O	-
b. Displace a substantial number of existing housing units, necessitating the construction of replacement housing elsewhere?	O	O	O	-
c. Displace a substantial number of people, necessitating the construction of replacement housing elsewhere?	O	O	O	-

Discussion of Checklist Answers:

- a. **No Impact.** The proposed project would rebuild an existing operational electric substation, and does not propose any new homes or businesses. The proposed project would not directly induce population growth because it proposes no significant employment-generating uses. It would not indirectly induce population growth because it would not extend roads or infrastructure into previously undeveloped areas. There would be no impact.
- b,c. **No Impact.** The project site currently accommodates an existing electric substation. The proposed project would not displace people or housing. There would be no impact.

XIV. PUBLIC SERVICES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than- Significant Impact	No Impact or Exempt per 21083.3
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:				
a. Fire protection?	O	O	-	O
b. Police protection?	O	O	-	O
c. Schools?	O	O	O	-
d. Parks?	O	O	O	-
e. Other public facilities?	O	O	O	-

Discussion of Checklist Answers:

- a.b. **Less Than Significant Impact.** The proposed project would reconstruct an existing operational electric substation. As part of the proposed project, similar to existing conditions, security lighting would be situated throughout the site in a manner that would ensure all areas are visible to fire protection and law enforcement officials. Because it involves the reconstruction of an existing facility, no increase in Fire or Police department staffing would be necessary to serve the project. These impacts would be less than significant.
- c-d. **No Impact.** The proposed project would not result in a population increase that would require schools or parks. There would be no impact.
- e. **Less Than Significant Impact.** Because the project involves the rebuilding of an existing facility, there would be no increased demand for other public facilities. There would be no impact.

XV. RECREATION

Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than- Significant Impact	No Impact or Exempt per 21083.3
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?	O	O	O	-
b.	Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	O	O	O	-

Discussion of Checklist Answers:

- a. **No Impact.** The proposed project does not involve creation of new housing or otherwise generate additional demand for recreational facilities. There would be no impact.
- b. **No Impact.** The proposed project does not include recreational facilities or would it require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment. There would be no impact.

XVI. TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	O	O	-	O
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	O	O	-	O
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	O	O	O	-
d. Substantially increase hazards because of a design feature (e.g., sharp curves or dangerous intersections or incompatible uses (e.g., farm equipment)?	O	O	-	O
e. Result in inadequate emergency access?	O	O	-	O
f. Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	O	O	O	-

Discussion of Checklist Answers:

a,b,d. **Less than Significant Impact.** Because the project involves reconstruction of an existing operational substation which doesn't generate vehicle trips (other than routine maintenance visits by Roseville Electric crews) the project would not result in changes in vehicle circulation patterns or increase vehicle trips in the project vicinity. The proposed project would not alter the design of any roadways, and would therefore not include any design features that could result in increased safety hazards. Impacts would be less than significant.

- c. **No Impact.** The proposed project would not result in a change in air traffic patterns because it is limited to reconstruction and operation of an existing electric substation. There would be no impact.
- e. **Less than Significant Impact.** The project would not involve temporary road or lane closures during construction or operation and no emergency access routes would be affected by the project. No mitigation is required.
- f. **No Impact.** The proposed project would not involve development of new residential or non-residential uses that would increase the demand on transit systems, bicycle networks, or pedestrian facilities, and, therefore, would not conflict with the City's overall transportation service goal. There would be no impact.

XVII. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	O	O	O	-
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	O	O	-	O
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	O	O	O	-
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or would new or expanded entitlements be needed?	O	O	-	O
e. 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?	O	O	-	O
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	O	O	-	O
g. Comply with federal, state, and local statutes and regulations related to solid waste?	O	O	-	O

Discussion of Checklist Answers:

- a,b,e. **No Impact.** The proposed project does not include the construction of any restrooms, and would therefore not introduce any new wastewater to the project site. The proposed project would not increase population in the project vicinity, and there would be no additional wastewater flows that could have an adverse impact on wastewater treatment or conveyance systems in Roseville associated with the proposed project. Therefore, the proposed project would not result in the need for new or expanded wastewater facilities and would not have an adverse effect on wastewater treatment requirements. There would be no impact.
- c. **Less Than Significant Impact.** Stormwater flows generated on the project site are currently conveyed to the City's storm drain system. No changes to on-site runoff volumes are anticipated as a result of the project. Therefore, there would be no need for construction

of new stormwater infrastructure or the expansion of existing infrastructure. Impacts would be less than significant.

- d. **Less than Significant Impact.** There would be ongoing water use for the existing perimeter landscaping associated with the project site. This irrigation water would continue to be provided by the City. The project would not result in the need for new or expanded water supplies. This impact is less than significant and no mitigation is required.

- f,g. **Less Than Significant Impact.** The Western Placer Waste Management Authority is a regional agency handling recycling and waste disposal for Roseville and surrounding areas. Their facilities include a Material Recovery Facility and the Western Regional Sanitary Landfill. Project construction would generate solid waste consisting of miscellaneous waste materials from reconstructing electric infrastructure. This would not affect landfill capacity because the amounts would not be substantial and would occur only during the construction period. As specified in the City's design/construction standards for solid waste (section 151), the City will ensure that its contractor meets with the designated Roseville Environmental Utilities inspector prior to beginning work to ensure that an approved plan is in place to store and dispose of all construction debris, according to relevant federal, state, and local statutes. No mitigation is required.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less-Than-Significant Impact	No Impact or Exempt per 21083.3
a. Does the project have the potential to 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, 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?	O	O	-	O
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.)	O	O	-	O
c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	O	O	-	O

Discussion of Checklist Answers:

a. **Less than Significant Impact.** As stated above in *Biological Resources*, the proposed project would have no impact on habitat of a fish or wildlife species or population, no impact on any plant or animal community, and would not restrict the range of a rare or endangered plant or animal. In addition, as stated above in *Cultural Resources*, with the adoption of proposed mitigation, the proposed project would not significantly impact examples of the major periods of California history or prehistory.

b. **Less than Significant Impact.** The project's impacts would not be cumulatively considerable. No mitigation is required to mitigate cumulative impacts.

For natural resource topics (aesthetics, agriculture and forest resources, biological resources, cultural resources, geology and soils, hydrology and water quality, and mineral resources), there would be no cumulative effects because no resources would be adversely affected, or the project effects would be localized and of limited extent.

Similarly, the project would involve minimal hazardous materials use, the risks of which are

site-specific and are extensively regulated, and do not combine with similar effects to cause a cumulative effect.

The proposed project would not induce population growth or result in the development of new housing or employment-generating uses; therefore, it would not combine with cumulative development to create a cumulative effect regarding increased demand for services or utilities, the expansion of which could result in significant environmental effects.

- c. **Less than Significant Impact.** There would be no significant adverse effects on human beings. There would be no significant increase in operational air emissions or noise levels as a result of the proposed project. For all other topics, there would be either no impact or a less than significant impact, in some cases with mitigation.

4. REPORT PREPARERS

Primary Author:

Mark Morse
Environmental Coordinator
Roseville City Manager's Office
Development and Operations Division
311 Vernon Street
Roseville CA 95678
916.774.5334

Air Quality/Greenhouse Gases:

Rod Stinson
Division Manager/Air Quality Specialist
Raney Planning and Management
1501 Sports Drive
Sacramento, CA 95834
916.372.6100

5. REFERENCES

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INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION

Appendix

Douglas Boulevard Substation Rebuild Project

January 2014

Lead Agency:



311 Vernon Street
Roseville, CA 95678
Contact: Mark Morse
(916) 774-5334

Prepared by:

City of Roseville
Development and Operations Division

APPENDICES

CEQA Initial Study/Mitigated Negative Declaration - Douglas Boulevard Substation
Rebuild Project

- | | |
|------------|--|
| Appendix A | Supporting Technical Documentation: Air Quality and Greenhouse Gas Emissions |
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Appendix A

Supporting Technical Documentation: Air Quality and Greenhouse Gas Emissions



Air Quality Impact and Greenhouse Gas Analysis

Douglas Substation Rebuild Project

Prepared for:

ROSEVILLE ELECTRIC

DECEMBER 2013

Prepared by:



1501 SPORTS DRIVE • SACRAMENTO • CA • 95834
OFFICE 916.372.6100 • FAX 916.419.6108
INFO@RANEYMANAGEMENT.COM



Introduction

This Air Quality Impact and Greenhouse Gas Analysis identifies and analyzes the potential environmental impacts from the Douglas Substation Rebuild project (proposed project) related to air quality and greenhouse gas (GHG) emissions. The information and analysis in this document is organized in accordance with the checklist in Appendix G of the California Environmental Quality Act (CEQA) Guidelines. If the analysis provided in this document identifies potentially significant environmental effects of the project, mitigation measures that should be applied to the project are prescribed. All modeling results are included as Appendix A to this document.

Project Summary

The proposed project site, identified as Placer County Assessor's Parcel Number (APN) 013-213-002, is located along Interstate 80 (I-80) in the City of Roseville, California, near the intersection of Douglas Boulevard and North Sunrise Avenue (See Figure 1, Regional Project Location and Figure 2, Project Vicinity Map). The approximately two-acre project site is the current location for the 12 kilovolt (kV) Douglas Substation, which was originally constructed in the 1960's. Most of the equipment is original and has reached the end of its useful life. In order to maintain worker and public safety, and prevent major equipment damage, the proposed project consists of the rehabilitation and rebuild of the existing Douglas Substation. The proposed project would replace all aged equipment and rebuild the substation to current standards. It should be noted that the proposed project has already been approved by the City of Roseville.

The proposed project involves the rehabilitation of an existing substation. Thus, the primary concern related to air quality would be associated with the construction activities during rebuild, as on-site operations would not change as a result of implementation of the proposed project. In addition, the substation is generally unattended and is supervised and controlled remotely.

Given the challenges of keeping the substation in service during the rebuild as much as possible, the proposed project is anticipated to be accomplished in three phases to be completed over an approximately three- to four-year period. However, in order to provide a conservative analysis, the modeling assumes that the civil construction for each phase of the proposed project would occur consecutively. Construction was assumed to commence in May 2014. Assumptions utilized for project modeling are included as Appendix B to this document. Details for the three phases are provided in further detail below. Figure 3 shows the proposed project phasing plan.

Phase 1

The first phase of the proposed project would consist of removing and replacing the existing 12 kV outdoor switchgear with a modern 12 kV metalclad switchgear. The total duration of Phase 1, which includes removal of old equipment, civil construction, electrical construction, testing, and commissioning, would be approximately six months. All construction activities would occur within the existing site. The estimated time of completion for the civil construction would be six weeks. Details of the civil construction are as follows:

Figure 1
Regional Project Location

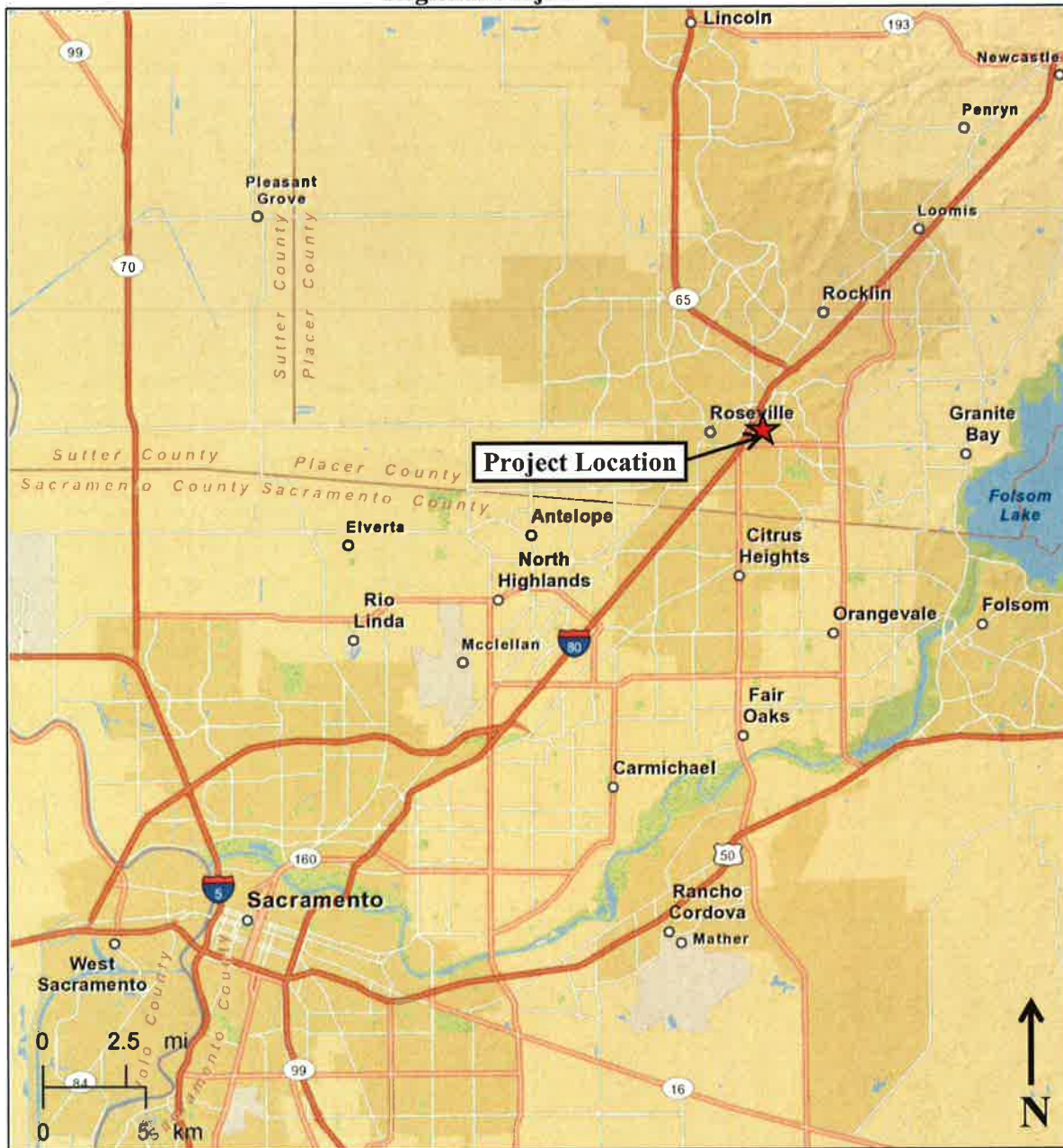
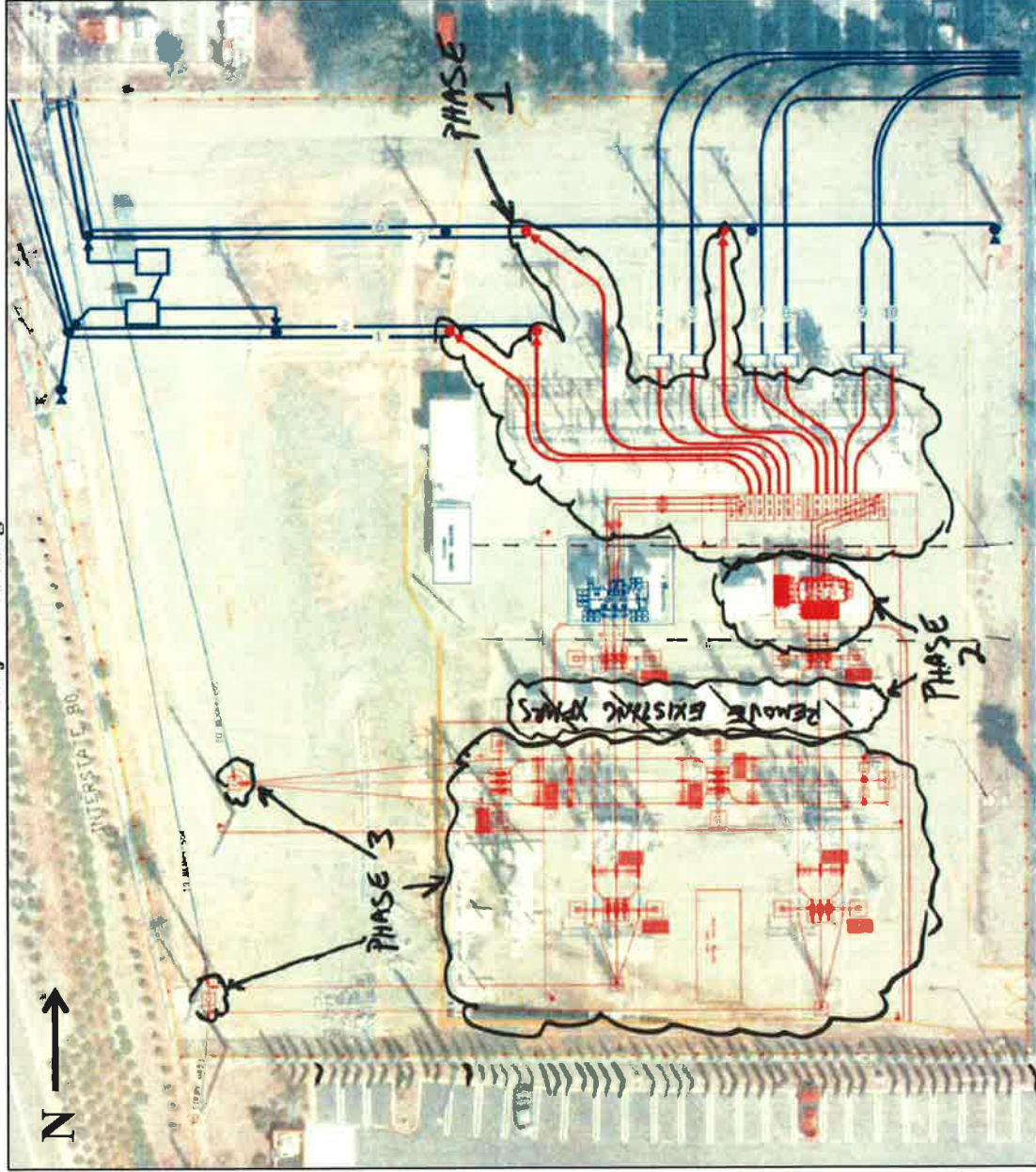


Figure 2
Project Vicinity Map



Figure 3
Project Phasing Plan



- Demolition of existing concrete foundation;
- Trenching for underground 12 kV circuit entrances to new switchgear;
- Trenching for new grounding conductors;
- Drilling/pouring small pier foundations for 12 kV bus support structures;
- Excavation for new concrete foundation for new 12 kV switchgear;
- Pouring new steel reinforced concrete foundation for new switchgear; and
- Repairing asphalt as needed.

The anticipated construction equipment to be required for Phase 1 is presented in Table 1 below.

Table 1 Phase 1 Construction Equipment	
Equipment	Time
Backhoe/loader	32 hours
12 Yard Dump Truck	minimal
200 Pound Plate Tamper	8 hours
Skid-steer Loader	40 hours
10 Yard Concrete Truck	minimal
Crane	2 hours

Phase 2

The second phase of the proposed project would include replacing the three existing single-phase power transformers and one regulating transformer. One new single unit (three-phase power transformer with integral regulating transformer) would be used in place of the old equipment. Replacement of the power transformer would require some minor conduit work and the existing concrete foundations would need to be removed and replaced with a new concrete foundation designed properly for the new transformer. The total duration of Phase 2 is estimated to be four months. All construction required for the phase would occur within the existing site. The estimated time of completion for the civil construction is three weeks. The anticipated construction equipment to be required for Phase 2 is presented in Table 2 below.

Table 2 Phase 2 Construction Equipment	
Equipment	Time
Backhoe/loader	16 hours
12 Yard Dump Truck	minimal
200 Pound Plate Tamper	8 hours
Skid-steer Loader	16 hours
10 Yard Concrete Truck	minimal
Crane	24 hours

Phase 3

The third phase of construction would include replacing the 60 kV bus work and switching equipment and incoming structures. The new equipment and design would conform to the

current standards for design and functionality. The total duration of Phase 3 is estimated to be six months. All construction required for the phase would occur within the existing site. The estimated time of completion for the civil construction is eight weeks. Details of the civil construction are as follows:

- Demolition of existing concrete foundations;
- Trenching for new grounding conductors;
- Drilling/pouring pier foundations for 60 kV incoming/bus support steel structures;
- Excavation of deteriorated asphalt;
- Excavation for new equipment foundations and control building foundations;
- Pouring new steel reinforced concrete foundations for new equipment/control building;
- Covering 60 kV switchyard area with crushed rock; and
- Repairing/replacing asphalt as necessary for vehicle access within site.

The anticipated construction equipment to be required for Phase 3 is presented in Table 3 below.

Table 3	
Phase 3 Construction Equipment	
Equipment	Time
Backhoe/loader	64 hours
12 Yard Dump Truck	minimal
200 Pound Plate Tamper	24 hours
Skid-steer Loader	80 hours
10 Yard Concrete Truck	minimal
Crane	24 hours
Pier Drilling Rig	36 hours
47-inch Double Drum Diesel Roller	8 hours

Sources

1. Bay Area Air Quality Management District. *CEQA Air Quality Guidelines*. May 2011.
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6. ENVIRON International Corporation and the California Air Districts. *California Emissions Estimator Model User's Guide Version 2013.2*. July 2013.
7. Holland & Knight. News article: "California Air Resources Board, South Coast Air Quality Management District and San Diego County Release Recommendations for Setting Interim Significance Thresholds for Greenhouse Gases Under CEQA." Available at: <http://www.hklaw.com/publications/California-Air-Resources-Board-South-Coast-Air-Quality-Management-District-and-San-Diego-County-Release-Recommendations-for-Setting-Interim-Significance-Thresholds-for-Greenhouse-Gases-Under-CEQA-01-05-2009/>. Accessed November 27, 2013.

8. Placer County Air Pollution Control District. *CEQA Air Quality Handbook*. October 11, 2012.
9. Sacramento Metropolitan Air Quality Management District. *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan*. December 19, 2008.

III. AIR QUALITY.

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	✖	☐
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	✖	☐
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	✖	☐
d. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	✖	☐
e. Create objectionable odors affecting a substantial number of people?	☐	☐	✖	☐

Discussion

- a. The proposed project site is under the jurisdiction of the Placer County Air Pollution Control District (PCAPCD) within the Sacramento Valley Air Basin (SVAB). 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 (PM₁₀) standards, as well as for both the federal and State ozone standards. In order to address the federal nonattainment for ozone, the PCAPCD, along with other local air districts in the SVAB, is required to comply with and implement the State Implementation Plan (SIP) to demonstrate when and how the region can attain the federal ozone standards. As such, the PCAPCD, along with the other air districts in the region, prepared the *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan* (Plan) in December 2008. The PCAPCD adopted the Plan on February 19, 2009. The California Air Resources Board (CARB) determined that the Plan meets Clean Air Act requirements and approved the Plan on March 26, 2009 as a revision to the SIP. Accordingly, the Plan is the applicable air quality plan for the proposed project site. It should be noted that an update to the Plan, the *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (2013 SIP Revisions)*, has been prepared and was approved and adopted on September 26, 2013. The *2013 Revisions to the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan* will be submitted to the U.S. Environmental Protection Agency (EPA) as a revision to the SIP.

The Plan demonstrates how existing and new control strategies would provide the necessary future emission reductions to meet the federal Clean Air Act requirements, including the National Ambient Air Quality standards (NAAQS). Adoption of all reasonably available control measures is required for attainment. Measures could include, but are not limited to the following: regional mobile incentive programs; urban forest development programs; and local regulatory measures for emission reductions related to

architectural coating, automotive refinishing, natural gas production and processing, asphalt concrete, and various others.

A conflict with, or obstruction of, implementation of the Plan could occur if a project generates greater emissions than what has been projected for the site in the emission inventories of the Plan. Emission inventories are developed based on projected increases in population, employment, regional vehicle miles traveled (VMT), and associated area sources within the region, which are based on regional projections that are, in turn, based on the General Plan land use and zoning designations for the region. In addition, general conformity requirements of the Plan include whether a project would cause or contribute to new violations of any NAAQS, increase the frequency or severity of an existing violation of any NAAQS, or delay timely attainment of any NAAQS.

The proposed project would not modify the existing land use or operations on the site. Thus, the project would not conflict with the emissions inventories of the Plan, and would be considered consistent with the Plan. In addition, the PCAPCD's permits, rules, and regulations are in compliance with the Plan, and the proposed project is required to comply with all applicable PCAPCD rules and regulations. Furthermore, as analyzed and determined in the discussions below, the proposed project would not result in project-level construction emissions that would exceed the applicable thresholds of significance. Thus, the project would not cause or contribute to new violations of any NAAQS, increase the frequency or severity of an existing violation of any NAAQS, or delay timely attainment of any NAAQS.

Because the proposed project would not conflict with the emissions inventories of the regional air quality plan, would result in emissions below the thresholds of significance, and would not conflict with or obstruct implementation of the applicable air quality plan, impacts would be considered *less than significant*.

- b. 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 recommends significance thresholds for emissions of PM₁₀, carbon monoxide (CO), and ozone precursors – reactive organic gases (ROG) and nitrous oxides (NO_x). The significance thresholds, expressed in pounds per day (lbs/day), listed in Table 4 are the PCAPCD's recommended thresholds of significance for use in the evaluation of air quality impacts associated with proposed development projects. The City of Roseville, as lead agency, utilizes the PCAPCD's recommended project-level criteria air pollutant thresholds of significance for CEQA evaluation purposes. Thus, if the proposed project's emissions exceed the pollutant thresholds presented in Table 4, the project could have a significant effect on air quality and the attainment of federal and State Ambient Air Quality Standards.

Table 4	
PCAPCD Recommended Thresholds of Significance	
Pollutant	Construction/Operational Threshold (lbs/day)
ROG	82
NO _x	82
PM ₁₀	82
CO	550
<i>Source: PCAPCD, 2012.</i>	

Implementation of the proposed project would contribute local emissions in the area during construction of the proposed project. The proposed project's short-term construction-related emissions were estimated using the California Emissions Estimator Model (CalEEMod) version 2013.2.2 software (CalEEMod) - a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify air quality emissions, including GHG emissions, from land use projects. The model applies inherent default values for various land uses, including trip generation rates based on the Institute of Transportation Engineers (ITE) Manual, vehicle mix, trip length, average speed, etc. However, where project-specific data was available, such data was input into the model (e.g., construction equipment, timing, and phasing).

Construction Emissions

During construction of the project, various types of equipment and vehicles would temporarily operate on the project site. Construction exhaust emissions would be generated from construction equipment, earth movement activities, construction worker commutes, and construction material hauling for the entire construction period. The aforementioned activities would involve the use of diesel- and gasoline-powered equipment that would generate emissions of criteria pollutants. Project construction activities also represent sources of fugitive dust, which includes PM emissions. As construction of the proposed project would generate air pollutant emissions intermittently within the site, and the vicinity of the site, until all construction has been completed, construction is a potential concern because the proposed project is in a non-attainment area for ozone and PM.

The project is required to comply with all PCAPCD rules and regulations for construction, including, but not limited to Rule 202 related to visible emissions and Rule 228 related to fugitive dust, which would be noted on County-approved construction plans. In addition, the City has adopted construction standards that apply to all projects within the City limits that require projects to meet specific engineering and design requirements. The proposed project would be required to comply with the City Department of Public Works Construction Standards, Section 111, that are intended to minimize fugitive dust and PM₁₀ emissions during construction activities. Compliance with the engineering and design requirements would be noted on City-approved construction plans as well.

As shown in Table 4 above, the PCAPCD threshold of significance for construction is 82 pounds per day for ROG, NO_x, and PM₁₀ and 550 pounds per day for CO. Table 5 below presents the estimated construction-related emissions of ROG, NO_x, PM₁₀, and CO resulting from the proposed project.

Table 5 Maximum Unmitigated Project Construction Emissions		
Pollutant	Project Emissions (lbs/day)	PCAPCD Significance Threshold (lbs/day)
ROG	5.30	82.0
NO_x	35.71	82.0
PM₁₀	2.58	82.0
CO	25.04	550.0
<i>Source: CalEEMod, November 2013 (See Appendix).</i>		

As shown in the table, the project's associated short-term construction-related emissions would be well below the PCAPCD thresholds of significance. Therefore, construction activities associated with development of the proposed project would not substantially contribute to the PCAPCD's nonattainment status for ozone or PM. Because the proposed project would not result in emissions above the PCAPCD's recommended thresholds of significance and would comply with PCAPCD rules and regulations for construction, the project would be considered to result in a less-than-significant impact associated with construction emissions.

Operational Emissions

Operational emissions of ROG, NO_x, CO, and PM₁₀ are generated by mobile and stationary sources, including day-to-day activities such as vehicle trips to and from a project site, natural gas combustion from heating mechanisms, landscape maintenance equipment exhaust, and consumer products (e.g., deodorants, cleaning products, spray paint, etc.). However, as discussed previously, the proposed project would not modify the existing land use or operations on the project site. In addition, the substation would be generally unattended and would be supervised and controlled remotely. Thus, the proposed project would not involve new mobile, stationary, or area sources and operational emissions would not increase compared to existing conditions. Therefore, the proposed project would be considered to result in a less-than-significant impact associated with operational emissions.

Conclusion

Because the proposed project would not exceed the applicable thresholds of significance for air pollutant emissions during construction or operation, the project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Therefore, implementation of the proposed project would result in a ***less-than-significant*** impact related to air quality.

- c. The proposed project is within a nonattainment area for ozone and PM. The growth and combined population, vehicle usage, and business activity within the nonattainment area from the project, in combination with other past, present, and reasonably foreseeable projects within Roseville and surrounding areas, could either delay attainment of the standards or require the adoption of additional controls on existing and future air pollution sources to offset emission increases.

The proposed project would only involve emissions during construction, as the substation is generally unattended, is supervised and controlled remotely, and would not involve new operational emissions. Construction emissions are a one-time release and would occur temporarily (approximately three to four years in this case). Accordingly, the incremental contribution of the proposed project's construction-related emissions would not be cumulatively considerable. Therefore, the proposed project would result in a *less-than-significant* cumulative impact.

- d. The proposed project consists of the rehabilitation and rebuild of the existing Douglas Substation. As presented above, CO emissions were determined to be well below thresholds during both construction and operation of the proposed project. Emissions of CO result from the incomplete combustion of carbon-containing fuels such as gasoline or wood and are particularly related to traffic levels. As the project does not involve new operations on-site, the proposed project would not result in an increase in vehicle trips in the area. Accordingly, the proposed project would not cause substantial levels of CO at surrounding intersections or generate localized concentrations of CO that would exceed standards.

Toxic Air Contaminants (TACs) are a category of environmental concern as well. The CARB's *Air Quality and Land Use Handbook: A Community Health Perspective* (Handbook) provides recommendations for siting new sensitive land uses near sources typically associated with significant levels of TAC emissions, 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 from TACs are a function of both the concentration of emissions and the duration of exposure. Health-related risks associated with DPM in particular are primarily associated with long-term exposure and associated risk of contracting cancer.

Because the proposed project does not involve changes to on-site operations, long-term operation of any stationary diesel engine or other major on-site stationary source of TACs would not occur. Emissions of DPM resulting from construction-related equipment and vehicles would be temporary. In addition, the nearest sensitive receptor would be the existing residences located nearly 950 feet south of the project site, opposite Douglas Boulevard. Therefore, the nearest sensitive receptors would not be expected to be exposed to substantial long-term concentrations of DPM emissions associated with construction of the proposed project.

Furthermore, the proposed project would not introduce any sensitive receptors to the area, and, thus, would not expose sensitive receptors to any existing sources of substantial pollutant concentrations.

In conclusion, the proposed project would not introduce sensitive receptors to the area and would not generate substantial levels of pollutant concentrations that would expose existing sensitive receptors in the area. Therefore, impacts related to exposing sensitive receptors to substantial pollutant concentrations would be *less than significant*.

- e. Typical odor sources include industrial or intensive agricultural uses. Operation of the proposed project would be performed remotely. Accordingly, the proposed project does not involve operations that would create objectionable odors. Diesel fumes from construction equipment are often found to be objectionable; however, construction would be temporary and diesel emissions would be regulated. In addition, as discussed above, the nearest sensitive receptor would be the existing residences located nearly 950 feet south of the project site, opposite Douglas Boulevard. Therefore, the nearest sensitive receptors would not be expected to be exposed to substantial concentrations of DPM emissions associated with construction of the proposed project. For the aforementioned reasons, the proposed project would not create objectionable odors or expose a substantial number of people to objectionable odors, and a *less-than-significant* impact related to objectionable odors would result.

VII. GREENHOUSE GAS EMISSIONS. <i>Would the project:</i>		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less-Than- Significant Impact	No Impact
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 gasses?	☐	☐	✗	☐

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. A project's GHG emissions are at a micro-scale relative to global emissions, but could result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact.

As discussed previously, the proposed project would not modify the existing land use or operations on the project site. The substation would be generally unattended and would be supervised and controlled remotely. Thus, the proposed project would not involve mobile, stationary, or area sources and new operational emissions, including GHG emissions, would not occur. Accordingly, the only increase in GHG emissions generated by the proposed project that would contribute to global climate change would occur during the construction phase, which would be temporary. Due to the inherently cumulative nature of global climate change, effects of which occur over a long period of time, a project's GHG emissions contribution is typically quantified and analyzed on an annual basis (i.e., annual operational GHG emissions). Construction-related GHG emissions are a one-time release that occurs over a short period of time; nonetheless, construction-related GHG emissions have been quantified for the proposed project.

The estimated construction-related GHG emissions attributable to the proposed project would be primarily associated with increases of CO₂ and other GHG pollutants, such as methane (CH₄) and nitrous oxide (N₂O), from mobile sources and construction equipment usage. The proposed project's short-term construction-related GHG emissions were estimated using the CalEEMod software - a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify GHG emissions from land use projects. The model quantifies direct GHG emissions from construction, which are expressed in annual metric tons of CO₂ equivalent units of measure (i.e., MTCO₂e), based on the global warming potential of the individual pollutants. The estimated increase in GHG emissions associated with construction of the proposed project is summarized in Table 6.

Table 6	
Project Total Annual Construction GHG Emissions	
	CO ₂ emissions (MTCO ₂ e)
Total Construction GHG Emissions	162.43
<i>Source: CalEEMod, November 2013 (See Appendix).</i>	

As presented in the table, short-term emissions of GHG associated with construction of the proposed project are estimated to be 162.43 MTCO₂e. As stated above, because construction-related GHG emissions are a one-time release that occurs over a short period of time and are typically considered separate from operational emissions, construction-related GHG emissions are not typically considered to result in a substantial contribution towards global climate change. In addition, neither the PCAPCD nor the City has established thresholds of significance for construction-related GHG emissions. Due to the size of the proposed project and lack of any change to annual operational emissions, the GHG emissions resulting from construction of the proposed project are not expected to significantly contribute to the cumulative GHG levels of the area.

For comparison purposes, multiple agencies have developed draft interim thresholds of significance for GHG emissions, including the following:

- 1,100 MTCO₂e per year according to Bay Area Air Quality Management District (BAAQMD);
- 1,600 MTCO₂e per year according to CARB;
- 3,000 MTCO₂e per year according to South Coast Air Quality Management District (SCAQMD); and
- 900 MTCO₂e per year according to San Diego County.

The proposed project's construction-related emissions would be substantially below all of the draft interim thresholds of significance listed above for GHG emissions, and would occur only one time, not annually or over multiple years. Therefore, the proposed project's construction-related GHG emissions are not expected to cause a significant impact.

In conclusion, operational GHG emissions would be minimal and would not change as a result of the proposed project; however, construction of the proposed project would generate GHG emissions that would contribute to the overall GHG levels in the atmosphere. Although the proposed project would contribute to GHG levels during construction of the proposed project, the incremental contribution to cumulative GHG emissions and global climate change would be minor. In addition, the GHG emissions resulting from construction of the proposed project would occur only once temporarily during construction. Therefore, the proposed project's contribution to global climate change through GHG emissions would be considered *less-than-significant*.

APPENDIX A

CALEEMOD RESULTS

Douglas Substation Rebuild
Placer County APCD Air District, Summer

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Industrial	2.00	User Defined Unit	2.00	0.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	74
Climate Zone	2			Operational Year	2014
Utility Company	Roseville Electric				
CO2 Intensity (lb/MWhr)	793.8	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - project is a substation rebuild on an approximately 2-acre site

Construction Phase - project would consist of 3 phases; assumed to commence May 2014; assumed to occur immediately consecutively

Off-road Equipment - based on construction equipment list provided by applicant

Off-road Equipment - based on info from applicant

Off-road Equipment - based on info from applicant

Trips and VMT - assumed typical CalEEMod default trips for this size of project

Consumer Products - no operations

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	200.00	42.00

tblConstructionPhase	NumDays	200.00	21.00
tblConstructionPhase	NumDays	200.00	56.00
tblLandUse	LotAcreage	0.00	2.00
tblOffRoadEquipment	HorsePower	205.00	130.00
tblOffRoadEquipment	HorsePower	9.00	81.00
tblOffRoadEquipment	HorsePower	16.00	46.00
tblOffRoadEquipment	HorsePower	16.00	89.00
tblOffRoadEquipment	HorsePower	16.00	89.00
tblOffRoadEquipment	HorsePower	8.00	174.00
tblOffRoadEquipment	HorsePower	8.00	84.00
tblOffRoadEquipment	HorsePower	8.00	84.00
tblOffRoadEquipment	HorsePower	64.00	255.00
tblOffRoadEquipment	HorsePower	64.00	46.00
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tblOffRoadEquipment	LoadFactor	0.50	0.36
tblOffRoadEquipment	LoadFactor	0.56	0.73
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tblOffRoadEquipment	LoadFactor	0.37	0.42
tblOffRoadEquipment	OffRoadEquipmentType	Concrete/Industrial Saws	Cement and Mortar Mixers
tblOffRoadEquipment	UsageHours	8.00	2.00
tblOffRoadEquipment	UsageHours	6.00	8.00

tblOffRoadEquipment	UsageHours	6.00	8.00
tblOffRoadEquipment	UsageHours	6.00	8.00
tblTripsAndVMT	VendorTripNumber	0.00	7.00
tblTripsAndVMT	VendorTripNumber	0.00	7.00
tblTripsAndVMT	VendorTripNumber	0.00	7.00
tblTripsAndVMT	WorkerTripNumber	0.00	18.00
tblTripsAndVMT	WorkerTripNumber	0.00	18.00
tblTripsAndVMT	WorkerTripNumber	0.00	18.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROD	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	nlBio- CO2	Total CO2	CH4	N2O	CO2e
Year	t/day										t/day					
2014	5.2725	35.6363	24.6388	0.0360	0.1944	2.3788	2.5743	0.0525	2.2648	2.3173	0.0000	3,510.1172	3,510.1172	0.8376	0.0000	3,527.7057
Total	5.2725	35.6363	24.6388	0.0360	0.1944	2.3788	2.5743	0.0525	2.2648	2.3173	0.0000	3,510.1172	3,510.1172	0.8376	0.0000	3,527.7057

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Ben- CO2	NEBen- CO2	Total CO2	CH4	N2O	CO2e
Year	t/day										t/day					
2014	5.2725	35.6363	24.6388	0.0360	0.1944	2.3789	2.5743	0.0525	2.2648	2.3173	0.0000	3,510.1172	3,510.1172	0.6376	0.0000	3,527.7057
Total	5.2725	35.6363	24.6388	0.0360	0.1944	2.3789	2.5743	0.0525	2.2648	2.3173	0.0000	3,510.1172	3,510.1172	0.6376	0.0000	3,527.7057

[illegible]

2.2 Overall Operational**Unmitigated Operational**

	SO ₂	NO _x	CO	SO ₂	Fugitive PM ₁₀	Exhaust PM ₁₀	PM ₁₀ Total	Fugitive PM _{2.5}	Exhaust PM _{2.5}	PM _{2.5} Total	Res-CO ₂	Non-Res-CO ₂	Total CO ₂	CH ₄	N ₂ O	CO _{2e}
Category	lb/day										lb/day					
Area	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	4.4000e-004	4.4000e-004	0.0000			4.7000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000
Total	2.0000e-005	0.0000	2.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	4.4000e-004	4.4000e-004	0.0000	0.0000		4.7000e-004

Mitigated Operational

	SO ₂	NO _x	CO	SO ₂	Fugitive PM ₁₀	Exhaust PM ₁₀	PM ₁₀ Total	Fugitive PM _{2.5}	Exhaust PM _{2.5}	PM _{2.5} Total	Res-CO ₂	Non-Res-CO ₂	Total CO ₂	CH ₄	N ₂ O	CO _{2e}
Category	lb/day										lb/day					
Area	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	4.4000e-004	4.4000e-004	0.0000			4.7000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000
Total	2.0000e-005	0.0000	2.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	4.4000e-004	4.4000e-004	0.0000	0.0000		4.7000e-004

	SO ₂	NO _x	CO	SO ₂	Fugitive PM ₁₀	Exhaust PM ₁₀	PM ₁₀ Total	Fugitive PM _{2.5}	Exhaust PM _{2.5}	PM _{2.5} Total	Res-CO ₂	Non-Res-CO ₂	Total CO ₂	CH ₄	N ₂ O	CO _{2e}
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	No. of Work	Phase Description
1	Phase 1	Building Construction	5/5/2014	7/1/2014	5	42
2	Phase 2	Building Construction	7/2/2014	7/30/2014	5	21
3	Phase 3	Building Construction	7/31/2014	10/16/2014	5	56

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Phase 1	Cement and Mortar Mixers	1	1.00	81	0.73
Phase 1	Cranes	1	2.00	226	0.29
Phase 1	Dumpers/Tenders	1	1.00	46	0.45
Phase 1	Forklifts	2	7.00	89	0.20
Phase 2	Forklifts	2	7.00	89	0.20
Phase 1	Plate Compactors	1	8.00	174	0.41
Phase 1	Skid Steer Loaders	1	8.00	255	0.40
Phase 1	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Phase 3	Forklifts	2	7.00	89	0.20
Phase 2	Cement and Mortar Mixers	1	1.00	9	0.56
Phase 2	Cranes	1	8.00	226	0.29
Phase 2	Dumpers/Tenders	1	1.00	89	0.20
Phase 1	Generator Sets	1	8.00	84	0.74
Phase 2	Generator Sets	1	8.00	84	0.74
Phase 2	Plate Compactors	1	8.00	84	0.74
Phase 2	Skid Steer Loaders	1	8.00	46	0.45
Phase 2	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Phase 3	Generator Sets	1	8.00	84	0.74
Phase 3	Bore/Drill Rigs	1	8.00	130	0.36
Phase 3	Cement and Mortar Mixers	1	1.00	9	0.56
Phase 3	Cranes	1	8.00	226	0.29
Phase 3	Dumpers/Tenders	1	1.00	89	0.20
Phase 1	Welders	3	8.00	46	0.45
Phase 2	Welders	3	8.00	46	0.45
Phase 3	Plate Compactors	1	8.00	84	0.74
Phase 3	Rollers	1	8.00	80	0.38
Phase 3	Skid Steer Loaders	1	8.00	125	0.42
Phase 3	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Phase 3	Welders	3	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Weight	Vendor Trip Weight	Hauling Trip Weight	Worker Vehicle Class	Vehicle Emissions	Haul Emissions
Phase 1	12	18.00	7.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 2	12	18.00	7.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 3	14	18.00	7.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Phase 1 - 2014

Unmitigated Construction On-Site

	ROG	NMV	CO	SO ₂	Fugitive PM ₁₀	Exhaust PM ₁₀	PM ₁₀ Total	Fugitive PM _{2.5}	Exhaust PM _{2.5}	PM _{2.5} Total	Bio-CO ₂	NBio-CO ₂	Total CO ₂	CH ₄	N ₂ O	CO ₂ e
Category	Daily										Daily					
Off-Road	3.8673	21.0229	15.6204	0.0214		1.6370	1.6370		1.5812	1.5812		2,009,655.2	2,009,655.2	0.4844		2,019,827.1
Total	3.8673	21.0229	15.6204	0.0214		1.6370	1.6370		1.5812	1.5812		2,009,655.2	2,009,655.2	0.4844		2,019,827.1

Unmitigated Construction Off-Site

	ROG	NMV	CO	SO ₂	Fugitive PM ₁₀	Exhaust PM ₁₀	PM ₁₀ Total	Fugitive PM _{2.5}	Exhaust PM _{2.5}	PM _{2.5} Total	Bio-CO ₂	NBio-CO ₂	Total CO ₂	CH ₄	N ₂ O	CO ₂ e
Category	Daily										Daily					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1104	0.8881	0.9927	1.6600e-003	0.0466	0.0189	0.0654	0.0133	0.0173	0.0306		171.8895	171.8895	1.8200e-003		171.9277
Worker	0.0878	0.0822	1.0719	1.8400e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402		162.7414	162.7414	8.0400e-003		162.9102
Total	0.1982	0.9703	2.0645	3.5200e-003	0.1944	0.0199	0.2143	0.0525	0.0183	0.0708		334.6309	334.6309	9.8600e-003		334.8379

3.2 Phase 1 - 2014**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	MBio-CO2	Total CO2	CH4	N2O	CO2e
Category	Soilway										Soilway					
Off-Road	3.8673	21.0228	15.6204	0.0214		1.6370	1.6370		1.5812	1.5812	0.0000	2,009.6552	2,009.6552	0.4844		2,019.8271
Total	3.8673	21.0228	15.6204	0.0214		1.6370	1.6370		1.5812	1.5812	0.0000	2,009.6552	2,009.6552	0.4844		2,019.8271

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	MBio-CO2	Total CO2	CH4	N2O	CO2e
Category	Soilway										Soilway					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1104	0.8861	0.9927	1.6800e-003	0.0466	0.0189	0.0654	0.0133	0.0173	0.0306		171.8895	171.8895	1.8200e-003		171.9277
Worker	0.0878	0.0822	1.0719	1.8400e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402		162.7414	162.7414	8.0400e-003		162.9102
Total	0.1982	0.9703	2.0645	3.5200e-003	0.1944	0.0199	0.2143	0.0525	0.0183	0.0708		334.6309	334.6309	9.8600e-003		334.8379

3.3 Phase 2 - 2014**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	MBio-CO2	Total CO2	CH4	N2O	CO2e
Category	Soilway										Soilway					
Off-Road	4.6901	29.5416	19.4886	0.0277		2.0555	2.0555		1.9865	1.9865		2,675.4551	2,675.4551	0.6799		2,688.7335
Total	4.6901	29.5416	19.4886	0.0277		2.0555	2.0555		1.9865	1.9865		2,675.4551	2,675.4551	0.6799		2,688.7335

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	MBio-CO2	Total CO2	CH4	N2O	CO2e
Category	Soilway										Soilway					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1104	0.8861	0.9927	1.6800e-003	0.0466	0.0189	0.0654	0.0133	0.0173	0.0306		171.8895	171.8895	1.8200e-003		171.9277
Worker	0.0878	0.0822	1.0719	1.8400e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402		162.7414	162.7414	8.0400e-003		162.9102
Total	0.1982	0.9703	2.0645	3.5200e-003	0.1944	0.0199	0.2143	0.0525	0.0183	0.0708		334.6309	334.6309	9.8600e-003		334.8379

3.3 Phase 2 - 2014**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NRio-CO2	Total CO2	CH4	H2O	CO2e
Category	lb/day										lb/day					
Off-Road	4.6901	29.5416	19.4886	0.0277		2.0555	2.0555		1.9665	1.9665	0.0000	2,875.4551	2,875.4551	0.6799		2,689.7335
Total	4.6901	29.5416	19.4886	0.0277		2.0555	2.0555		1.9665	1.9665	0.0000	2,875.4551	2,875.4551	0.6799		2,689.7335

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NRio-CO2	Total CO2	CH4	H2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1104	0.8881	0.9927	1.6800e-003	0.0466	0.0188	0.0654	0.0133	0.0173	0.0306		171.8895	171.8895	1.8200e-003		171.9277
Worker	0.0878	0.0822	1.0719	1.8400e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402		162.7414	162.7414	8.0400e-003		162.9102
Total	0.1982	0.9703	2.0645	3.5200e-003	0.1944	0.0199	0.2143	0.0525	0.0183	0.0708		334.6309	334.6309	9.8600e-003		334.8379

3.4 Phase 3 - 2014**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NRio-CO2	Total CO2	CH4	H2O	CO2e
Category	lb/day										lb/day					
Off-Road	5.0743	34.6660	22.5743	0.0325		2.3599	2.3599		2.2465	2.2465		3,175.4863	3,175.4863	0.8277		3,192.8678
Total	5.0743	34.6660	22.5743	0.0325		2.3599	2.3599		2.2465	2.2465		3,175.4863	3,175.4863	0.8277		3,192.8678

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NRio-CO2	Total CO2	CH4	H2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1104	0.8881	0.9927	1.6800e-003	0.0466	0.0188	0.0654	0.0133	0.0173	0.0306		171.8895	171.8895	1.8200e-003		171.9277
Worker	0.0878	0.0822	1.0719	1.8400e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402		162.7414	162.7414	8.0400e-003		162.9102
Total	0.1982	0.9703	2.0645	3.5200e-003	0.1944	0.0199	0.2143	0.0525	0.0183	0.0708		334.6309	334.6309	9.8600e-003		334.8379

3.4 Phase 3 - 2014**Mitigated Construction On-Site**

	PM10	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	H2O	CO2e
Category	B/day										B/day					
Off-Road	5.0743	34.6660	22.5743	0.0325		2.3599	2.3599		2.2465	2.2465	0.0000	3,175,486.2	3,175,486.2	0.8277		3,192,867.8
Total	5.0743	34.6660	22.5743	0.0325		2.3599	2.3599		2.2465	2.2465	0.0000	3,175,486.2	3,175,486.2	0.8277		3,192,867.8

Mitigated Construction Off-Site

	PM10	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	H2O	CO2e
Category	B/day										B/day					
Vendor	0.1104	0.8881	0.9927	1.6800e-003	0.0466	0.0188	0.0654	0.0133	0.0173	0.0306	171,8895	171,8895	1.6200e-003			171,9277
Worker	0.0878	0.0822	1.0719	1.8400e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402	162,7414	162,7414	8.0400e-003			162,9102
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000
Total	0.1982	0.9703	2.0645	3.5200e-003	0.1944	0.0199	0.2143	0.0525	0.0183	0.0708	334,6309	334,6309	9.8600e-003			334,8379

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

	PM10	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	H2O	CO2e
Category	B/day										B/day					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT	Mitigated Annual VMT
	Weekday	Saturday	Sunday		
User Defined Industrial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	H-O or C-NW			H-O or C-NW			Primary	Diverted	Pass-by
	Primary	Diverted	Pass-by	Primary	Diverted	Pass-by			
User Defined Industrial	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

CO2e	CO2e	CO2e	CO2e	CO2e	CO2e	CO2e	CO2e	CO2e	CO2e	CO2e	CO2e	CO2e	CO2e
0.435933	0.064283	0.188932	0.172713	0.065635	0.008882	0.012354	0.035619	0.001805	0.001063	0.008394	0.000587	0.003818	

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Net CO2	Net CH4	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Unmitigated

	Energy Consumed kBtu/yr	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Net CO2	Net CH4	Total CO2	CH4	N2O	CO2e
Land Use	kBtu/yr	lb/day										lb/day					
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Mitigated

	Energy Consumed kBtu/yr	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Net CO2	Net CH4	Total CO2	CH4	N2O	CO2e
Land Use	kBtu/yr	lb/day										lb/day					
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Net CO2	Net CH4	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	4.4000e-004	4.4000e-004	0.0000			4.7000e-004
Unmitigated	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	4.4000e-004	4.4000e-004	0.0000			4.7000e-004

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	HBio-CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004
Total	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	HBio-CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004
Total	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Vegetation

Douglas Substation Rebuild
Placer County APCD Air District, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Industrial	2.00	User Defined Unit	2.00	0.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	74
Climate Zone	2			Operational Year	2014
Utility Company	Roseville Electric				
CO2 Intensity (lb/MWhr)	793.8	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - project is a substation rebuild on an approximately 2-acre site

Construction Phase - project would consist of 3 phases; assumed to commence May 2014; assumed to occur immediately consecutively

Off-road Equipment - based on construction equipment list provided by applicant

Off-road Equipment - based on info from applicant

Off-road Equipment - based on info from applicant

Trips and VMT - assumed typical CalEEMod default trips for this size of project

Consumer Products - no operations

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	200.00	42.00

tblConstructionPhase	NumDays	200.00	21.00
tblConstructionPhase	NumDays	200.00	56.00
tblLandUse	LotAcreage	0.00	2.00
tblOffRoadEquipment	HorsePower	205.00	130.00
tblOffRoadEquipment	HorsePower	9.00	81.00
tblOffRoadEquipment	HorsePower	16.00	46.00
tblOffRoadEquipment	HorsePower	16.00	89.00
tblOffRoadEquipment	HorsePower	16.00	89.00
tblOffRoadEquipment	HorsePower	8.00	174.00
tblOffRoadEquipment	HorsePower	8.00	84.00
tblOffRoadEquipment	HorsePower	8.00	84.00
tblOffRoadEquipment	HorsePower	64.00	255.00
tblOffRoadEquipment	HorsePower	64.00	46.00
tblOffRoadEquipment	HorsePower	64.00	125.00
tblOffRoadEquipment	LoadFactor	0.50	0.36
tblOffRoadEquipment	LoadFactor	0.56	0.73
tblOffRoadEquipment	LoadFactor	0.38	0.45
tblOffRoadEquipment	LoadFactor	0.38	0.20
tblOffRoadEquipment	LoadFactor	0.38	0.20
tblOffRoadEquipment	LoadFactor	0.43	0.41
tblOffRoadEquipment	LoadFactor	0.43	0.74
tblOffRoadEquipment	LoadFactor	0.43	0.74
tblOffRoadEquipment	LoadFactor	0.37	0.40
tblOffRoadEquipment	LoadFactor	0.37	0.45
tblOffRoadEquipment	LoadFactor	0.37	0.42
tblOffRoadEquipment	OffRoadEquipmentType	Concrete/Industrial Saws	Cement and Mortar Mixers
tblOffRoadEquipment	UsageHours	8.00	2.00
tblOffRoadEquipment	UsageHours	8.00	8.00

tblOffRoadEquipment	UsageHours	6.00	8.00
tblOffRoadEquipment	UsageHours	6.00	8.00
tblTripsAndVMT	VendorTripNumber	0.00	7.00
tblTripsAndVMT	VendorTripNumber	0.00	7.00
tblTripsAndVMT	VendorTripNumber	0.00	7.00
tblTripsAndVMT	WorkerTripNumber	0.00	18.00
tblTripsAndVMT	WorkerTripNumber	0.00	18.00
tblTripsAndVMT	WorkerTripNumber	0.00	18.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	MBio- CO2	Total CO2	CH4	N2O	CO2e
Year	Industry										Industry					
2014	5 2988	35 7143	25 0429	0 0358	0 1944	2 3801	2 6746	0 0525	2 2651	2 3176	0 0000	3,489 678 5	3,489 678 5	0 8376	0 0000	3,507 267 8
Total	5 2988	35 7143	25 0429	0 0358	0 1944	2 3801	2 6746	0 0525	2 2651	2 3176	0 0000	3,489 678 5	3,489 678 5	0 8376	0 0000	3,507 267 8

Mitigated Construction

	COG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Year	t/day										t/day					
2014	5.2968	35.7143	25.0429	0.0358	0.1944	2.3801	2.5746	0.0525	2.2651	2.3176	0.0000	3,489.678 4	3,489.678 4	0.8376	0.0000	3,507.267 8
Total	5.2968	35.7143	25.0429	0.0358	0.1944	2.3801	2.5746	0.0525	2.2651	2.3176	0.0000	3,489.678 4	3,489.678 4	0.8376	0.0000	3,507.267 8

[illegible]

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	HBio- CO2	Total CO2	CH4	N2O	CO2e
Category	t/day										t/day					
Area	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	2.0000e-005	0.0000	2.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000	0.0000	4.7000e-004

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	HBio- CO2	Total CO2	CH4	N2O	CO2e
Category	t/day										t/day					
Area	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	2.0000e-005	0.0000	2.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000	0.0000	4.7000e-004

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	HBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Phase 1	Building Construction	5/5/2014	7/1/2014	5	42	
2	Phase 2	Building Construction	7/2/2014	7/30/2014	5	21	
3	Phase 3	Building Construction	7/31/2014	10/16/2014	5	56	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Phase 1	Cement and Mortar Mixers	1	1.00	81	0.73
Phase 1	Cranes	1	2.00	226	0.29
Phase 1	Dumpers/Tenders	1	1.00	46	0.45
Phase 1	Forklifts	2	7.00	89	0.20
Phase 2	Forklifts	2	7.00	89	0.20
Phase 1	Plate Compactors	1	8.00	174	0.41
Phase 1	Skid Steer Loaders	1	8.00	255	0.40
Phase 1	Tractor/Loaders/Backhoes	1	8.00	97	0.37

Phase 3	Forklifts	2	7.00	89	0.20
Phase 2	Cement and Mortar Mixers	1	1.00	9	0.56
Phase 2	Cranes	1	8.00	226	0.29
Phase 2	Dumpers/Tenders	1	1.00	89	0.20
Phase 1	Generator Sets	1	8.00	84	0.74
Phase 2	Generator Sets	1	8.00	84	0.74
Phase 2	Plate Compactors	1	8.00	84	0.74
Phase 2	Skid Steer Loaders	1	8.00	46	0.45
Phase 2	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Phase 3	Generator Sets	1	8.00	84	0.74
Phase 3	Bore/Drill Rigs	1	8.00	130	0.36
Phase 3	Cement and Mortar Mixers	1	1.00	9	0.56
Phase 3	Cranes	1	8.00	226	0.29
Phase 3	Dumpers/Tenders	1	1.00	89	0.20
Phase 1	Welders	3	8.00	46	0.45
Phase 2	Welders	3	8.00	46	0.45
Phase 3	Plate Compactors	1	8.00	84	0.74
Phase 3	Rollers	1	8.00	80	0.38
Phase 3	Skid Steer Loaders	1	8.00	125	0.42
Phase 3	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Phase 3	Welders	3	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Phase 1	12	18.00	7.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 2	12	18.00	7.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 3	14	18.00	7.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction**3.2 Phase 1 - 2014****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	Net Bio-CO2	Total CO2	CH4	N2O	CO2e
Category	t/day										t/day					
Off-Road	3.8673	21.0229	15.6204	0.0214		1.6370	1.6370		1.5812	1.5812		2,009.6552	2,009.6552	0.4844		2,019.8271
Total	3.8673	21.0229	15.6204	0.0214		1.6370	1.6370		1.5812	1.5812		2,009.6552	2,009.6552	0.4844		2,019.8271

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	Net Bio-CO2	Total CO2	CH4	N2O	CO2e
Category	t/day										t/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1419	0.9454	1.4537	1.8800e-003	0.0466	0.0191	0.0657	0.0133	0.0178	0.0309		170.6128	170.6128	1.8600e-003		170.6518
Worker	0.0806	0.1029	1.0149	1.6200e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402		143.5794	143.5794	8.0400e-003		143.7482
Total	0.2225	1.0483	2.4686	3.5000e-003	0.1944	0.0202	0.2146	0.0525	0.0186	0.0711		314.1922	314.1922	9.9000e-003		314.4000

3.2 Phase 1 - 2014**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	Bulldoz										Bulldoz					
Off-Road	3.8673	21.0229	15.6204	0.0214		1.6370	1.6370		1.5812	1.5812	0.0000	2,009.6552	2,009.6552	0.4844		2,019.8271
Total	3.8673	21.0229	15.6204	0.0214		1.6370	1.6370		1.5812	1.5812	0.0000	2,009.6552	2,009.6552	0.4844		2,019.8271

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	Bulldoz										Bulldoz					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1419	0.9454	1.4537	1.6800e-003	0.0486	0.0191	0.0657	0.0133	0.0176	0.0309		170.6128	170.6128	1.8600e-003		170.6518
Worker	0.0806	0.1029	1.0149	1.6200e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402		143.5794	143.5794	8.0400e-003		143.7482
Total	0.2225	1.0483	2.4686	3.3000e-003	0.1944	0.0202	0.2146	0.0525	0.0186	0.0711		314.1922	314.1922	9.9000e-003		314.4000

3.3 Phase 2 - 2014**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	Bulldoz										Bulldoz					
Off-Road	4.6901	29.5416	19.4886	0.0277		2.0555	2.0555		1.9665	1.9665		2,675.4551	2,675.4551	0.6799		2,689.7335
Total	4.6901	29.5416	19.4886	0.0277		2.0555	2.0555		1.9665	1.9665		2,675.4551	2,675.4551	0.6799		2,689.7335

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	Bulldoz										Bulldoz					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1419	0.9454	1.4537	1.6800e-003	0.0486	0.0191	0.0657	0.0133	0.0176	0.0309		170.6128	170.6128	1.8600e-003		170.6518
Worker	0.0806	0.1029	1.0149	1.6200e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402		143.5794	143.5794	8.0400e-003		143.7482
Total	0.2225	1.0483	2.4686	3.3000e-003	0.1944	0.0202	0.2146	0.0525	0.0186	0.0711		314.1922	314.1922	9.9000e-003		314.4000

3.3 Phase 2 - 2014**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	HBio-CO2	Total CO2	CH4	H2O	CO2e
Category	On-Site										Off-Site					
Off-Road	4.6901	29.5416	19.4886	0.0277		2.0555	2.0555		1.9665	1.9665	0.0000	2,675.4551	2,675.4551	0.6799		2,689.7335
Total	4.6901	29.5416	19.4886	0.0277		2.0555	2.0555		1.9665	1.9665	0.0000	2,675.4551	2,675.4551	0.6799		2,689.7335

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	HBio-CO2	Total CO2	CH4	H2O	CO2e
Category	On-Site										Off-Site					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1419	0.9454	1.4537	1.6800e-003	0.0466	0.0191	0.0657	0.0133	0.0176	0.0309		170.6128	170.6128	1.8600e-003		170.6518
Worker	0.0808	0.1029	1.0149	1.6200e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402		143.5794	143.5794	8.0400e-003		143.7482
Total	0.2225	1.0483	2.4686	3.3000e-003	0.1944	0.0202	0.2146	0.0525	0.0186	0.0711		314.1922	314.1922	9.9000e-003		314.4000

3.4 Phase 3 - 2014**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	HBio-CO2	Total CO2	CH4	H2O	CO2e
Category	On-Site										Off-Site					
Off-Road	5.0743	34.6660	22.5743	0.0325		2.3599	2.3599		2.2465	2.2465		3,175.4863	3,175.4863	0.8277		3,192.8678
Total	5.0743	34.6660	22.5743	0.0325		2.3599	2.3599		2.2465	2.2465		3,175.4863	3,175.4863	0.8277		3,192.8678

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	HBio-CO2	Total CO2	CH4	H2O	CO2e
Category	On-Site										Off-Site					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.1419	0.9454	1.4537	1.6800e-003	0.0466	0.0191	0.0657	0.0133	0.0176	0.0309		170.6128	170.6128	1.8600e-003		170.6518
Worker	0.0808	0.1029	1.0149	1.6200e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402		143.5794	143.5794	8.0400e-003		143.7482
Total	0.2225	1.0483	2.4686	3.3000e-003	0.1944	0.0202	0.2146	0.0525	0.0186	0.0711		314.1922	314.1922	9.9000e-003		314.4000

3.4 Phase 3 - 2014**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	MBio- CO2	Total CO2	CH4	H2O	CO2e
Category	t/day										t/day					
Off-Road	5.0743	34.6660	22.5743	0.0325		2.3599	2.3599		2.2465	2.2465	0.0000	3,175.4862	3,175.4862	0.8277		3,192.8678
Total	5.0743	34.6660	22.5743	0.0325		2.3599	2.3599		2.2465	2.2465	0.0000	3,175.4862	3,175.4862	0.8277		3,192.8678

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	MBio- CO2	Total CO2	CH4	H2O	CO2e
Category	t/day										t/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000
Vendor	0.1419	0.9454	1.4537	1.6800e-003	0.0466	0.0191	0.0657	0.0133	0.0176	0.0309		170.6128	170.6128	1.8600e-003		170.6518
Worker	0.0806	0.1029	1.0149	1.8200e-003	0.1479	1.1100e-003	0.1490	0.0392	1.0100e-003	0.0402		143.5794	143.5794	8.0400e-003		143.7482
Total	0.2225	1.0483	2.4686	3.3000e-003	0.1944	0.0202	0.2146	0.0525	0.0186	0.0711		314.1922	314.1922	9.9000e-003		314.4000

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	MBio- CO2	Total CO2	CH4	H2O	CO2e
Category	t/day										t/day					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT	Mitigated Annual VMT
	Weekday	Saturday	Sunday		
User Defined Industrial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose		
	H-W or C-W	H-S or C-C	H-O or C-W	H-W or C-W	H-S or C-C	H-O or C-W	Primary	Commuter	Pleasure
User Defined Industrial	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

City	County	State	Zip	LHD1	LHD2	NPD	LHD3	OBUS	OBUS	OBUS	OBUS	OBUS	OBUS
0.435933	0.064283	0.188932	0.172713	0.065635	0.008882	0.012354	0.035619	0.001805	0.001063	0.008394	0.000567	0.003818	

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	MBTU/yr	lb/day										lb/day					
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	MBTU/yr	lb/day										lb/day					
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail**6.1 Mitigation Measures Area**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004
Unmitigated	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	HHV- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004
Total	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	HHV- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004
Total	2.0000e-005	0.0000	2.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		4.4000e-004	4.4000e-004	0.0000		4.7000e-004

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Vegetation

Douglas Substation Rebuild
Placer County APCD Air District, Annual

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Industrial	2.00	User Defined Unit	2.00	0.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	74
Climate Zone	2			Operational Year	2014
Utility Company	Roseville Electric				
CO2 Intensity (lb/MW/hr)	793.8	CH4 Intensity (lb/MW/hr)	0.029	N2O Intensity (lb/MW/hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - project is a substation rebuild on an approximately 2-acre site

Construction Phase - project would consist of 3 phases; assumed to commence May 2014; assumed to occur immediately consecutively

Off-road Equipment - based on construction equipment list provided by applicant

Off-road Equipment - based on info from applicant

Off-road Equipment - based on info from applicant

Trips and VMT - assumed typical CalEEMod default trips for this size of project

Consumer Products - no operations

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	200.00	42.00

tblConstructionPhase	NumDays	200.00	21.00
tblConstructionPhase	NumDays	200.00	56.00
tblLandUse	LotAcreage	0.00	2.00
tblOffRoadEquipment	HorsePower	205.00	130.00
tblOffRoadEquipment	HorsePower	9.00	81.00
tblOffRoadEquipment	HorsePower	16.00	46.00
tblOffRoadEquipment	HorsePower	16.00	89.00
tblOffRoadEquipment	HorsePower	16.00	89.00
tblOffRoadEquipment	HorsePower	8.00	174.00
tblOffRoadEquipment	HorsePower	8.00	84.00
tblOffRoadEquipment	HorsePower	8.00	84.00
tblOffRoadEquipment	HorsePower	64.00	255.00
tblOffRoadEquipment	HorsePower	64.00	46.00
tblOffRoadEquipment	HorsePower	64.00	125.00
tblOffRoadEquipment	LoadFactor	0.50	0.36
tblOffRoadEquipment	LoadFactor	0.56	0.73
tblOffRoadEquipment	LoadFactor	0.38	0.45
tblOffRoadEquipment	LoadFactor	0.38	0.20
tblOffRoadEquipment	LoadFactor	0.38	0.20
tblOffRoadEquipment	LoadFactor	0.43	0.41
tblOffRoadEquipment	LoadFactor	0.43	0.74
tblOffRoadEquipment	LoadFactor	0.43	0.74
tblOffRoadEquipment	LoadFactor	0.37	0.40
tblOffRoadEquipment	LoadFactor	0.37	0.45
tblOffRoadEquipment	LoadFactor	0.37	0.42
tblOffRoadEquipment	OffRoadEquipmentType	Concrete/Industrial Saws	Cement and Mortar Mixers
tblOffRoadEquipment	UsageHours	8.00	2.00
tblOffRoadEquipment	UsageHours	6.00	8.00

tblOffRoadEquipment	UsageHours	6.00	8.00
tblOffRoadEquipment	UsageHours	6.00	8.00
tblTripsAndVMT	VendorTripNumber	0.00	7.00
tblTripsAndVMT	VendorTripNumber	0.00	7.00
tblTripsAndVMT	VendorTripNumber	0.00	7.00
tblTripsAndVMT	WorkerTripNumber	0.00	18.00
tblTripsAndVMT	WorkerTripNumber	0.00	18.00
tblTripsAndVMT	WorkerTripNumber	0.00	18.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	PM10	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	bio-CO2	nlbio-CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2014	0.2845	1.7834	1.2052	1.8500e-003	0.0111	0.1232	0.1343	3.0000e-003	0.1179	0.1209	0.0000	161.6467	161.6467	0.0373	0.0000	162.4292
Total	0.2845	1.7834	1.2052	1.8500e-003	0.0111	0.1232	0.1343	3.0000e-003	0.1179	0.1209	0.0000	161.6467	161.6467	0.0373	0.0000	162.4292

Mitigated Construction

	RO3	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	ABio- CO2	Total CO2	CH4	N2O	CO2e
Year	t/annum										Mtpa					
2014	0.2845	1.7834	1.2952	1.8500e-003	0.0111	0.1232	0.1343	3.0000e-003	0.1179	0.1209	0.0000	161.6465	161.6465	0.0373	0.0000	162.4290
Total	0.2845	1.7834	1.2952	1.8500e-003	0.0111	0.1232	0.1343	3.0000e-003	0.1179	0.1209	0.0000	161.6465	161.6465	0.0373	0.0000	162.4290

[illegible]

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	ton/yr										MT/yr					
Area	0.0000	0.0000	2.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	4.0000e-005	4.0000e-005	0.0000	0.0000	4.0000e-005
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	2.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	4.0000e-005	4.0000e-005	0.0000	0.0000	4.0000e-005

2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	ton/yr										MT/yr					
Area	0.0000	0.0000	2.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	4.0000e-005	4.0000e-005	0.0000	0.0000	4.0000e-005
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	2.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	4.0000e-005	4.0000e-005	0.0000	0.0000	4.0000e-005

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Phase 1	Building Construction	5/5/2014	7/1/2014	5	42	
2	Phase 2	Building Construction	7/2/2014	7/30/2014	5	21	
3	Phase 3	Building Construction	7/31/2014	10/16/2014	5	56	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Phase 1	Cement and Mortar Mixers	1	1.00	81	0.73
Phase 1	Cranes	1	2.00	226	0.29
Phase 1	Dumpers/Tenders	1	1.00	46	0.45
Phase 1	Forklifts	2	7.00	89	0.20
Phase 2	Forklifts	2	7.00	89	0.20
Phase 1	Plate Compactors	1	8.00	174	0.41
Phase 1	Skid Steer Loaders	1	8.00	255	0.40
Phase 1	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Phase 3	Forklifts	2	7.00	89	0.20
Phase 2	Cement and Mortar Mixers	1	1.00	9	0.56
Phase 2	Cranes	1	8.00	226	0.29
Phase 2	Dumpers/Tenders	1	1.00	89	0.20
Phase 1	Generator Sets	1	8.00	84	0.74
Phase 2	Generator Sets	1	8.00	84	0.74
Phase 2	Plate Compactors	1	8.00	84	0.74
Phase 2	Skid Steer Loaders	1	8.00	46	0.45
Phase 2	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Phase 3	Generator Sets	1	8.00	84	0.74
Phase 3	Bore/Drill Rigs	1	8.00	130	0.36

Phase 3	Cement and Mortar Mixers	1	1.00	9	0.56
Phase 3	Cranes	1	8.00	226	0.29
Phase 3	Dumpers/Tenders	1	1.00	89	0.20
Phase 1	Welders	3	8.00	46	0.45
Phase 2	Welders	3	8.00	46	0.45
Phase 3	Plate Compactors	1	8.00	84	0.74
Phase 3	Rollers	1	8.00	80	0.38
Phase 3	Skid Steer Loaders	1	8.00	125	0.42
Phase 3	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Phase 3	Welders	3	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Phase 1	12	18.00	7.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 2	12	18.00	7.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 3	14	18.00	7.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Phase 1 - 2014**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0812	0.4415	0.3280	4.5000e-004		0.0344	0.0344		0.0332	0.0332	0.0000	38.2857	38.2857	9.2300e-003	0.0000	38.4795
Total	0.0812	0.4415	0.3280	4.5000e-004		0.0344	0.0344		0.0332	0.0332	0.0000	38.2857	38.2857	9.2300e-003	0.0000	38.4795

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.6300e-003	0.0198	0.0256	4.0000e-005	9.4000e-004	4.0000e-004	1.3400e-003	2.7000e-004	3.7000e-004	6.4000e-004	0.0000	3.2644	3.2644	3.0000e-005	0.0000	3.2652
Worker	1.6000e-003	1.9600e-003	0.0204	4.0000e-005	2.9700e-003	2.0000e-005	2.9900e-003	7.9000e-004	2.0000e-005	8.1000e-004	0.0000	2.8115	2.8115	1.5000e-004	0.0000	2.8147
Total	4.2300e-003	0.0216	0.0460	8.0000e-005	3.9100e-003	4.2000e-004	4.3300e-003	1.0600e-003	3.9000e-004	1.4500e-003	0.0000	6.0759	6.0759	1.8000e-004	0.0000	6.0798

3.2 Phase 1 - 2014**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0812	0.4415	0.3280	4.5000e-004		0.0344	0.0344		0.0332	0.0332	0.0000	38.2857	38.2857	9.2300e-003	0.0000	38.4794
Total	0.0812	0.4415	0.3280	4.5000e-004		0.0344	0.0344		0.0332	0.0332	0.0000	38.2857	38.2857	9.2300e-003	0.0000	38.4794

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.6300e-003	0.0198	0.0256	4.0000e-005	9.4000e-004	4.0000e-004	1.3400e-003	2.7000e-004	3.7000e-004	6.4000e-004	0.0000	3.2644	3.2644	3.0000e-005	0.0000	3.2652
Worker	1.6000e-003	1.9600e-003	0.0204	4.0000e-005	2.9700e-003	2.0000e-005	2.9900e-003	7.9000e-004	2.0000e-005	8.1000e-004	0.0000	2.8115	2.8115	1.5000e-004	0.0000	2.8147
Total	4.2300e-003	0.0216	0.0460	8.0000e-005	3.9100e-003	4.2000e-004	4.3300e-003	1.0600e-003	3.9000e-004	1.4500e-003	0.0000	6.0759	6.0759	1.8000e-004	0.0000	6.0798

3.3 Phase 2 - 2014**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO ₂	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH ₄	N ₂ O	CO ₂ e
Category	lbm/day										MT/yr					
Off-Road	0.0493	0.3102	0.2046	2.9000e-004		0.0216	0.0216		0.0207	0.0207	0.0000	25.4849	25.4849	6.4800e-003	0.0000	25.6209
Total	0.0493	0.3102	0.2046	2.9000e-004		0.0216	0.0216		0.0207	0.0207	0.0000	25.4849	25.4849	6.4800e-003	0.0000	25.6209

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO ₂	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH ₄	N ₂ O	CO ₂ e
Category	lbm/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.3100e-003	9.8000e-003	0.0128	2.0000e-005	4.7000e-004	2.0000e-004	6.7000e-004	1.4000e-004	1.8000e-004	3.2000e-004	0.0000	1.6322	1.6322	2.0000e-005	0.0000	1.6326
Worker	8.0000e-004	9.8000e-004	0.0102	2.0000e-005	1.4800e-003	1.0000e-005	1.5000e-003	4.0000e-004	1.0000e-005	4.1000e-004	0.0000	1.4057	1.4057	8.0000e-005	0.0000	1.4073
Total	2.1100e-003	0.0108	0.0230	4.0000e-005	1.9500e-003	2.1000e-004	2.1700e-003	5.4000e-004	1.9000e-004	7.3000e-004	0.0000	3.0380	3.0380	1.0000e-004	0.0000	3.0399

3.3 Phase 2 - 2014**Mitigated Construction On-Site**

	ROG	NOx	CO	SO ₂	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH ₄	N ₂ O	CO ₂ e
Category	lbm/day										MT/yr					
Off-Road	0.0493	0.3102	0.2046	2.9000e-004		0.0216	0.0216		0.0207	0.0207	0.0000	25.4849	25.4849	6.4800e-003	0.0000	25.6209
Total	0.0493	0.3102	0.2046	2.9000e-004		0.0216	0.0216		0.0207	0.0207	0.0000	25.4849	25.4849	6.4800e-003	0.0000	25.6209

Mitigated Construction Off-Site

	ROG	NOx	CO	SO ₂	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH ₄	N ₂ O	CO ₂ e
Category	lbm/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.3100e-003	9.8000e-003	0.0128	2.0000e-005	4.7000e-004	2.0000e-004	6.7000e-004	1.4000e-004	1.8000e-004	3.2000e-004	0.0000	1.6322	1.6322	2.0000e-005	0.0000	1.6326
Worker	8.0000e-004	9.8000e-004	0.0102	2.0000e-005	1.4800e-003	1.0000e-005	1.5000e-003	4.0000e-004	1.0000e-005	4.1000e-004	0.0000	1.4057	1.4057	8.0000e-005	0.0000	1.4073
Total	2.1100e-003	0.0108	0.0230	4.0000e-005	1.9500e-003	2.1000e-004	2.1700e-003	5.4000e-004	1.9000e-004	7.3000e-004	0.0000	3.0380	3.0380	1.0000e-004	0.0000	3.0399

3.4 Phase 3 - 2014**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lbm/yr										MT/yr					
Off-Road	0.1421	0.9707	0.6321	9.1000e-004		0.0661	0.0661		0.0629	0.0629	0.0000	80.6611	80.6611	0.0210	0.0000	81.1026
Total	0.1421	0.9707	0.6321	9.1000e-004		0.0661	0.0661		0.0629	0.0629	0.0000	80.6611	80.6611	0.0210	0.0000	81.1026

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lbm/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.5000e-003	0.0281	0.0342	5.0000e-005	1.2600e-003	5.3000e-004	1.7900e-003	3.6000e-004	4.9000e-004	8.5000e-004	0.0000	4.3526	4.3526	5.0000e-005	0.0000	4.3536
Worker	2.1300e-003	2.6100e-003	0.0272	5.0000e-005	3.9600e-003	3.0000e-005	3.9900e-003	1.0500e-003	3.0000e-005	1.0800e-003	0.0000	3.7486	3.7486	2.0000e-004	0.0000	3.7529
Total	5.6300e-003	0.0287	0.0614	1.0000e-004	5.2200e-003	5.6000e-004	5.7800e-003	1.4100e-003	5.2000e-004	1.9300e-003	0.0000	8.1012	8.1012	2.5000e-004	0.0000	8.1065

3.4 Phase 3 - 2014**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lbm/yr										MT/yr					
Off-Road	0.1421	0.9707	0.6321	9.1000e-004		0.0661	0.0661		0.0629	0.0629	0.0000	80.6610	80.6610	0.0210	0.0000	81.1025
Total	0.1421	0.9707	0.6321	9.1000e-004		0.0661	0.0661		0.0629	0.0629	0.0000	80.6610	80.6610	0.0210	0.0000	81.1025

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lbm/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.5000e-003	0.0281	0.0342	5.0000e-005	1.2600e-003	5.3000e-004	1.7900e-003	3.6000e-004	4.9000e-004	8.5000e-004	0.0000	4.3526	4.3526	5.0000e-005	0.0000	4.3536
Worker	2.1300e-003	2.6100e-003	0.0272	5.0000e-005	3.9600e-003	3.0000e-005	3.9900e-003	1.0500e-003	3.0000e-005	1.0800e-003	0.0000	3.7486	3.7486	2.0000e-004	0.0000	3.7529
Total	5.6300e-003	0.0287	0.0614	1.0000e-004	5.2200e-003	5.6000e-004	5.7800e-003	1.4100e-003	5.2000e-004	1.9300e-003	0.0000	8.1012	8.1012	2.5000e-004	0.0000	8.1065

4.0 Operational Detail - Mobile

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Land Use	MMBtu/yr	lbm/yr										MT/yr					
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	MWh/yr	MT/yr			
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity**Mitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	MWh/yr	MT/yr			
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

6.0 Area Detail**6.1 Mitigation Measures Area**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lbm/yr										MT/yr					
Mitigated	0.0000	0.0000	2.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	4.0000e-005	4.0000e-005	0.0000	0.0000	4.0000e-005
Unmitigated	0.0000	0.0000	2.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	4.0000e-005	4.0000e-005	0.0000	0.0000	4.0000e-005

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NRBio-CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	2.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	4.0000e-005	4.0000e-005	0.0000	0.0000	4.0000e-005
Total	0.0000	0.0000	2.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	4.0000e-005	4.0000e-005	0.0000	0.0000	4.0000e-005

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NRBio-CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	2.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	4.0000e-005	4.0000e-005	0.0000	0.0000	4.0000e-005
Total	0.0000	0.0000	2.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	4.0000e-005	4.0000e-005	0.0000	0.0000	4.0000e-005

7.0 Water Detail**7.1 Mitigation Measures Water**

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
User Defined Industrial	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
User Defined	0 / 0	0.0000	0.0000	0.0000	0.0000
Industrial					
Total		0.0000	0.0000	0.0000	0.0000

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
User Defined	0	0.0000	0.0000	0.0000	0.0000
Industrial					
Total		0.0000	0.0000	0.0000	0.0000

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
User Defined	0	0.0000	0.0000	0.0000	0.0000
Industrial					
Total		0.0000	0.0000	0.0000	0.0000

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Vegetation

APPENDIX B

MODELING ASSUMPTIONS

Assumptions for Douglas Substation Rebuild Air Quality and GHG Modeling:

- Construction would commence May 2014
- Civil construction for each phase would occur consecutively
- Construction occurs 5 days/week
- Construction worker trips:
 - 18 worker trips per day
 - 7 vendor trips per day
- Phase 1 civil construction:
 - 6 weeks (42 days total)
 - 5/5/13 to 7/1/14

Phase 1 Construction Equipment			
Equipment	Type	Time	Notes
Backhoe/loader	John Deere 310G or similar	32 hours	Would be used for trenching and excavating.
12 Yard Dump Truck	International 7500 or similar	minimal	Would be used to haul off concrete, dirt, and asphalt. Would not be running for longer than needed to enter and exit the site.
200 Pound Plate Tamper	Multiquip MVC-90H or similar	8 hours	Would be used to compact ground in preparation for new foundations.
Skid-steer Loader	John Deere CT322 or similar	40 hours	Would be used to demolish concrete, move construction materials, etc.
10 Yard Concrete Truck	N/A	minimal	Would be used to bring concrete to site for new foundations.
Crane	N/A	2 hours	Would be used to move new switchgear from trailer to new foundation.

- Assumed each piece of equipment operates 8 hours per day throughout phase, except for dump truck and concrete truck with 1 hour per day and crane with 2 hours per day
- Phase 2 civil construction:
 - 3 weeks (21 days total)
 - 7/2/14 to 7/30/14

Phase 2 Construction Equipment			
Equipment	Type	Time	Notes
Backhoe/loader	John Deere 310G or similar	16 hours	Would be used for trenching and excavating.
12 Yard Dump Truck	International 7500 or similar	minimal	Would be used to haul off concrete, dirt, and asphalt. Would not be running for longer than needed to enter and exit the site.
200 Pound Plate Tamper	Multiquip MVC-90H or similar	8 hours	Would be used to compact ground in preparation for new foundations.
Skid-steer Loader	John Deere CT322 or similar	16 hours	Would be used to demolish concrete, move construction materials, etc.
10 Yard Concrete Truck	N/A	minimal	Would be used to bring concrete to site for new foundations.
Crane	N/A	24 hours	Would be used to remove old transformers from the site and to move the new transformer from trailer to new foundation.

- Assumed each piece of equipment operates 8 hours per day throughout phase, except for dump truck and concrete truck with 1 hour per day

- Phase 3 civil construction:
 - 8 weeks (56 days)
 - 7/31/14 to 10/16/14

Phase 3 Construction Equipment			
Equipment	Type	Time	Notes
Backhoe/loader	John Deere 310G or similar	64 hours	Would be used for trenching and excavating.
12 Yard Dump Truck	International 7500 or similar	minimal	Would be used to haul off concrete, dirt, and asphalt. Would not be running for longer than needed to enter and exit the site.
200 Pound Plate Tamper	Multiquip MVC-90H or similar	24 hours	Would be used to compact ground in preparation for new foundations.
Skid-steer Loader	John Deere CT322 or similar	80 hours	Would be used to demolish concrete, move construction materials, etc.
10 Yard Concrete Truck	N/A	minimal	Would be used to bring concrete to site for new foundations.
Crane	N/A	24 hours	Would be used to erect steel structures and place control building on foundation.
Pier Drilling Rig	Komatsu 300 or similar	36 hours	Would be used to drill for new concrete pier foundations.
47-inch Double Drum Diesel Roller	Ingersoll-Rand DD-24 or similar	8 hours	Would be used to compact new asphalt as required.

- Assumed each piece of equipment operates 8 hours per day throughout phase, except for dump truck and concrete truck with 1 hour per day

Appendix B Mitigation Monitoring and Reporting Program

Appendix B: Douglas Boulevard Substation Rebuild Project MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST				
Mitigation Measure/Compliance Standard	Implementing Responsibility	Monitoring Responsibility for Implementing Measure	Timing*	Verification of Compliance (Initials/Date)
Mitigation Measure CR-1 (Previously Unidentified Cultural Resources) The City shall ensure construction specifications include the following information in the grading notes: (a) Construction shall stop if potential cultural resources are encountered. It is possible that previous activities have obscured surface evidence of cultural resources. If signs of an archeological site, such as any unusual amounts of stone, bone, or shell, are uncovered during grading or other construction activities, work shall be halted within 100 feet of the find and the Roseville City Manager's Office shall be notified. A qualified archeologist shall be consulted for an on-site evaluation. If the site is or appears to be eligible for listing in state or federal registers, additional mitigation, such as further testing for evaluation or data recovery, may be necessary. (b) In the event resources are discovered, the City shall request a qualified archaeologist assess the find, and determine whether the resource requires further study. Any previously undiscovered resources found during construction should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance under all applicable regulatory criteria. (c) No further grading shall occur in the area of the discovery until the City approves the measures to protect the resources. Any archaeological artifacts recovered as a result of mitigation shall be donated to a qualified scientific institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study.	City and Contractor	City	plan check and during construction	

Appendix B: Douglas Boulevard Substation Rebuild Project MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST				
Mitigation Measure/Compliance Standard	Implementing Responsibility	Monitoring Responsibility for Implementing Measure	Timing*	Verification of Compliance (Initials/Date)
Mitigation Measure CR-2 (Previously Unidentified Paleontological Resources) a) The City shall ensure construction specifications shall include the following information in the grading notes: If substantial fossil remains (particularly vertebrate remains) are discovered during earth-disturbing activities on the project site, activities will stop immediately until a state-registered professional geologist or qualified professional paleontologist can assess the nature and importance of the find and a qualified professional paleontologist can recommend appropriate treatment. Treatment may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection and may also include preparation of a report for publication describing the finds. The applicant will be responsible for ensuring that recommendations regarding treatment and reporting are implemented.	City and Contractor	City	plan check and during construction	

Appendix B:

Douglas Boulevard Substation Rebuild Project

MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST

Mitigation Measure/Compliance Standard	Implementing Responsibility	Monitoring Responsibility for Implementing Measure	Timing*	Verification of Compliance (Initials/Date)
Mitigation Measure CR-3 (Inadvertent Discovery of Human Remains) a) The City shall ensure 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 Mark Morse, Environmental Coordinator, City of Roseville City Manager's Office. b) (b) 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 (PRC) § 5097.98. • If the remains are determined by the County Coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. It is further recommended that a professional archaeologist with Native American burial experience conduct a field investigation of the specific site and consult with the Most Likely Descendant (MLD), if any, identified by the NAHC. As necessary and appropriate, a professional archaeologist may provide technical assistance to the MLD, including but not limited to, the excavation and removal of the human remains.	City and Contractor	City	plan check and during construction	

* Timing is defined as follows:

Plan Check/Prior to construction: The mitigation activity consists of ensuring that a particular mitigation action has taken place prior to the beginning or any construction or grading and/or at the plan check stage.

During construction: The mitigation activity consists of active monitoring while grading or construction is occurring on the project site.



Roseville Electric

SPECIFICATIONS

FOR

COMMERCIAL CONSTRUCTION

REVISED
07/01/16

Commercial Construction Specifications
Revision List

REVISION

<u>Date</u>	<u>Page No.</u>	<u>Description</u>
03/01/00	4.2-4.3	Changed leveling system & removed knockout window.
03/20/00	3.1	Added note for trenches to be in accordance to Cal OSHA.
	8.1-8.2	Added Armorcast to approved manufacturer list for boxes.
05/15/00	5.1.2	New grounding specifications for Above Ground 3 phase J-Boxes.
06/19/00	4.3.1	Revised bare copper ground from 37 strand to 19 strand.
06/19/00	9.2.1	Correct spelling errors and renumbered from 9.1.1 to 9.2.1.
08/15/00	9.1, 9.2, 9.3	Added alternative grounding for hard soil conditions.
10/17/00	7.1-7.1.6	Revised entire Metering requirements section.
11/21/00	2.1	Revised concrete slump from 7" to 5" and added 3/4" polyester tape.
02/20/01	9.6	Added burn in period for street light circuits.
04/17/01	2.1	Removed Kevlar from approved pull tape.
04/17/01	9.1, 9.2, 9.3, 9.4	Added Shorting Cap & Photo Eye made of UV protected material.commercial
06/19/01	7.1-7.1.7	Revised entire Metering requirements section.
08/27/01	6.1.1,6.2.1,6.3.1 & 6.4.1	Added new specifications on Pre-cast Transformer Pads.
11/20/01	5.1 & 10.3	Added note "For Special Conditions Use Only".
11/20/01	5.1.1,5.1.2	Installation & Grounding Details for Above Ground J-box.
11/20/01	10.1.1	Added clearances for Above Ground J-box.
11/20/01	10.3.2	Removed from Specifications.
12/18/01	2.1-2.1.1	Added Approved Measuring Pull Tape List.
12/18/01	7.1-7.1.5	Revised to make meters and main disconnects directly outside accessible at all times.
12/18/01	9.1, 9.2, 9.3, 9.3.1	Added notes for approval of equipment to be installed.
01/15/02	11.1	New Clearance Requirements for Overhead conductors to Bldgs.
02/13/02	7.1-7.1.6	Corrected to specify 2-pair phone conductor and page 7.1.6.
04/18/02	6.1-6.4.1	Clarify notes for grounding in hard soil conditions.
05/15/02	5.1.2	Revise installation of J-box, set vault 12" below grade & forward.
09/30/02	2.1.1	Added testing standards and another approved manufacturer of pull tape.
10/24/02	7.1-7.1.10	Added verbiage for one handle disconnect, labeling street addresses, and photovoltaic metering.
12/18/02	8.1-8.2	Added one approved manufacturer for #30 box.
02/20/03	9.3	Added Valmont DS32 pole 800A.
03/20/03	10.1.1 & 10.3.1	Revised working clearances for sides and back of Above Ground J-box to 3 feet.
07/23/03	7.1-7.1.10	Added verbiage for marking meter panel and the service disconnects it feeds.
08/28/03	6.1-6.4	Removed poured in-place pads and made grammatical corrections.
12/18/03	7.1-7.1.10	Added verbiage to clarify accessibility by utility.
01/21/04	10.1 & 10.6	Added notes and Table of approved trees for planting under powerlines.
02/11/04	12.1	New Capacitor Bank Pad taken from Construction Standards.

Continued ...

Continued ...
Commercial Construction Specifications
Revision List

REVISION

<u>Date</u>	<u>Page No.</u>	<u>Description</u>
10/27/04	7.1-7.4.2	Revised section 7 to add clearance to meters and pathway to meters. Renumbered the appendices to 7.2 thru 7.4.2
11/19/04	4.8	New Concrete Pad specification for DF5 Switch.
03/23/05	6.3	Correction to Low Voltage Compartment dimension reference point.
	6.1-6.1.1	Removed details on page 6.1 and removed page 6.1.1
	10.4	Revised notes and added non-removable post to detail.
10/26/05	7.1.6-7.1.7	Clarification and clean up of wording.
	5.3-5.4	Use Note added to 12kV Splice Pull Box.
12/6/05	7.1.3	Meter Requirements, item 5 Service Disconnects revised.
12/28/05	1.1-1.1.1	Revised dry utility contacts information.
01/18/06	4.3.1, 5.1.1 & 5.1.2	Clarification of alternative ground wire placement in special conditions.
	9.1.1-9.3.1	Added page 9.1.1 100W decorative street light and update approved models for 150w and 250w decorative lighting.
04/19/06	8.1 & 8.2	Added New Basis to the list of approved secondary boxes.
07/24/06	8.1 & 8.2	Removed New Basis from the list of approved secondary boxes.
10/17/06	9.2.1, 9.3.1	Update to approved vendor list for light poles and clarify conduit note.
	9.5	Note added for wire size, color, and grounding of equipment.
02/05/07	9.2	Add manufacturer and part number to spec.
02/20/07	9.1.1, 9.2.1, 9.3.1	Corrected manufacturer part number.
04/23/07	10.1.1, 10.2, 12.1	Revised door orientation for switchgears and capacitor banks
08/30/07	12.1	Approved poured in place with Pre-cast pad for use with capacitor banks.
02/20/08	2.1	Revised conduit sweeps and bends.
02/20/08	7.1-7.1.8	Revised notes for 3 Phase, 4 wire, 120/240V Delta and 277/480V Wye.
08/12/08	7.4	Added note #7 for additional Photovoltaic metering requirements.
04/23/09	5.3, 5.4	Change Pullbox lid material from steel to aluminum.
08/18/09	7.1-7.1.8 & 7.4-7.4.13	Revised the specifications for Solar Electric metering and tagging.
09/17/10	2.1.0-2.2.0	Revised the Conduit Requirement and Specifications & General Conduit Details to include 6" conduit requirements.
10/21/10	5.4	Modified pullbox detail to include both 4" & 6" conduit terminations.
02/17/11	9.1.1	Modified the 100w HPS Decorative Streetlight Specification to specify a concrete foundation.
07/21/11	7.1 & 7.4	Revised the drawings to better reflect the PV Disconnect locations and rearranged and updated the specification text for PV metering and information on the Roseville Electric Solar Electric Program.
01/19/12	7.4	Revised the drawings to call out line and load side of devices and specify the main and customer breakers. Added statement to specification text requiring visible air gap on disconnect devices.
03/16/12	10.3.1	Revised note for working clearances for sides and back of Above Ground J-box to 3 feet (originally missed in 03/20/03 revision).
05/17/12	7.1	Revised service disconnects to exclude using the switchgear or panel door as the locking provision, more specific information for acceptable panels in the EUSERC requirements, telephone conductor updates for automated meters.

Continued ...
Commercial Construction Specifications
Revision List

REVISION

<u>Date</u>	<u>Page No.</u>	<u>Description</u>
06/21/12	7.4	Added references to panel requirements listed in 7.1, cleaned up out-of-date references on all connection diagrams
06/21/12	4.8 & 4.9	Updated to 4.8 with door side and bell end references and added new spec 4.9 for DF20 standard pad
07/19/12	9.1, 9.2, 9.3	Updated Armeron part number, arm note to include required rise, added baseplate detail with bolt pattern, general updates
06/20/13	4.2.0, 4.3.0, 4.3.1, 4.4.0	Added 6" conduit to mainline excavation vault
09/03/14	9.7.0, 9.7.1, 9.7.2, 9.7.3, 9.7.4, 9.7.5	New Cobrahead LED luminaire section for streetlights
12/16/15	9.7.0, 9.7.1 9.7.2, 9.7.3 9.7.4, 9.7.5	COBRAHEAD revisions, added URL for DLC (Design Lights Consortium)
04/13/16	7.4, 7.4.1, 7.4.2 7.4.3, 7.4.4, 7.4.5 7.4.6, 7.4.7, 7.4.8 7.4.9, 7.4.10, 7.4.11 7.4.12, 7.4.13, 7.4.14	Commercial customer owned interconnected generation requirements
05/03/16	9.8, 9.8.1, 9.8.2 9.8.3, 9.8.4, 9.8.5	Decorative Post Top LED Luminaire Specs
07/01/16	7.1 –	Commercial Low Voltage Meter and Service

ROSEVILLE ELECTRIC SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION

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ADOPTED: 9/07/93

POLICY FOR COMMERCIAL ELECTRIC UTILITY INSTALLATIONS
THIS POLICY COVERS ALL COMMERCIAL ELECTRIC INSTALLATIONS
AND INCLUDES APARTMENTS, CONDOMINIUMS, TOWN HOMES, AND MOBILE
HOME PARKS (See Notes 1 and 2)

DEVELOPER RESPONSIBILITY (See Note 2)

1. Land rights.
2. Trenching, excavation, backfill, grading, and compaction.
3. Furnish and install all materials not installed by Roseville Electric crews which shall include, but not be limited to, transformer vaults or pads, primary junction boxes and covers, conduits for primary conductors and riser poles. These items to be installed per Roseville Electric Specifications for Commercial Construction.
4. Furnish and install all street lighting materials per Roseville Electric Department design and Specifications on public roadways. Developer is responsible for design, installation, and maintenance of the entire street lighting system on private roadways.
5. Furnish and install secondary service conduits and conductors to transformer. No more than 8 service conductors per phase are allowed with a maximum wire size of 1000 MCM (copper or aluminum).
6. Pay for all material attributed to the development as determined by the Electric Utility Director, installed by Roseville Electric Department crews, which shall include, but not be limited to, conductor, transformers, switch enclosures, and meters and applicable electrical fittings.
7. Pay for installation of materials in Item 6 as determined by Roseville Electric.
8. Coordination with other utilities (SureWest, Pacific Gas & Electric, Comcast Cable Communications Inc., and City water/sewer/refuse, etc.), and any extra costs assessed by these other utilities.

9. The Electric Utility Director will require Items 6 and 7 to be paid before the Electric Department will purchase non-stock items or inspect any premises for acceptance and installation of electric facilities.

ROSEVILLE ELECTRIC RESPONSIBILITY

1. Design of electrical system for providing service to the development.
2. Installation of all primary (12kV) conductors and transformers.
3. Installation of meters and current transformers as required.
4. Roseville Electric shall construct the necessary facilities to deliver power to the developers area of responsibility as determined by the Electric Utility Director and outlined in City Ordinance 2407 dated March 20, 1991.

NOTE:

- (1) This policy shall be subject to change by the City Council at any time in accordance with procedure established by the laws of the State of California and the provisions of the City of Roseville Municipal Code.
- (2) All work to be performed by the Developer shall be subject to the approval of the Roseville Electric Utility Director.

POLICY NOTES:

1. The Engineer shall mean the Director of the City of Roseville Electric Department or any of his appointed representatives.
2. The Engineer has sole authority and reserves the right to make on-site inspections and observe the construction of its facilities at any time.
3. The Engineer reserves the right to make minor changes at any phase of the project to insure the proper installation of its facilities.
4. The Engineer has sole authority on the approval of any design or material changes requested by the owner or contractor.
5. Any material or design change made without prior approval by the Engineer is done so at the owners or contractors own risk.
6. Any unapproved material or design change or improperly installed system not meeting set City of Roseville Electric Specifications shall be replaced and properly installed by the contractor or owner at the contractor's or owner's own expense.
7. It is the responsibility of the developer's contractor to provide all the necessary field surveying and staking for the proper location and grade of all utilities. The Electric Department assumes no responsibility for placement of its facilities in or on improperly marked locations.
8. Installation of Electric Department facilities to be done according to Electric Department designed job print and City of Roseville Electric Department Specifications for Commercial Construction.
9. All construction of electrical facilities shall conform to State of California General Order no. 128, "construction of underground electric supply and communication systems" as well as applicable OSHA regulations.
10. Trench details in these specifications and on Electric Department job prints are typical for Electric only. If other utilities request joint occupation, it is the responsibility of the Developer to co-ordinate with the other utilities for their requirements.



**ELECTRIC
DEPARTMENT**

(916) 774-5601

ELECTRIC SUPERINTENDENT <i>James M. Chan</i>		REVIEW COMMITTEE	
POWER ENG. MANAGER <i>Charles J. Condit</i>		DR. MAH <i>W. Michael Rine</i>	DATE 09-27-93
ELECTRONIC SUPERINTENDENT <i>Terry J. Smith</i>		NEW SERVICES MANAGER <i>Don Moore</i>	DR. NO.
		CONSTRUCTION STANDARD	
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POWER CONDUIT RUNS:

The number and size of all conduits to be installed on any project is determined solely by the Roseville Electric Job Print.

CONDUIT TYPES:

All 3", 4" and 6" Conduits shall be PVC - Power and Communications, Type D.B., Rated 90 degrees C., TC-8, DB-120 ASTM F512 - Heavy Wall. Conduits up to 2" shall be minimum Schedule 40 PVC.

COUPLINGS:

Shall be minimum Schedule 40 long type PVC (except for end bell couplings provided on a P&C Conduit)

SOLVENT:

Shall be in accordance with ASTM - 2564 for PVC.

CONDUIT TERMINATORS:

Conduits shall be terminated in all concrete Manholes, Pad Vaults, Pullboxes and J-Boxes with precast termaduct terminators (See Detail C, Page 2.2). For existing structures without precast termaducts, conduits shall be installed with end bells grouted in place flush with interior walls. (See Detail B, Page 2.2).

CONDUIT SWEEPS AND BENDS:

All sweeps with a radius of less than 15' shall be of prefab construction and be a minimum schedule 40. No field bent sweeps with a radius of less than 15' are allowed. The minimum sweep radius shall be per the Roseville Electric job print or the chart below, whichever is greater:

- | | | |
|-----------------------|---|------------|
| • 6" Conduit | = | 60" Radius |
| • 4" Conduit | = | 48" Radius |
| • 3" Conduit | = | 36" Radius |
| • 1" & 1 1/2" Conduit | = | 18" Radius |

All prefab horizontal sweeps 3" or greater shall be encased in concrete. All horizontal and vertical deflections greater than 1' in 100' for mainline duct banks shall be encased in concrete. No conduit run shall have more than a total of 270 degrees of bend unless specified by the Roseville Electric job print.

CONCRETE ENCASEMENT:

Conduits that are to be encased in concrete shall be encased with a 3/8" aggregate concrete mix with a 5" slump and with a nominal compressive strength of 2500 lbs. The encasement shall cover at least 3" on all sides of the Duct bank.

CONDUIT PROVING:

All conduits shall be blown free of water and debris. All 3", 4" and 6" conduits shall be provided with an approved pull tape. All conduits shall be proven with a Roseville Electric Department personnel observing. Use a proving Mandrel equal to 80% of the conduits diameter (Mandrel supplied by Roseville Electric).

CONDUIT MEASURING PULL TAPE:

Pull tape shall:

- Be made from or 3/4" Polyester.
 - Have a minimum strength of 2500 lbs.
 - Be one continuous length (no splices)
 - Be pre-lubricated.
 - Be printed with footage markings.
- Only those pull tape brands listed in this specification are approved for installation by or for Roseville Electric with the following exception. Should an approved pull tape cause physical damage to Roseville Electric equipment, personnel, or infrastructure, the pull tape may be removed from the approved list. See Page 2.1.1 for the approved list.



ENGINEERING MANAGER <i>[Signature]</i>	REVIEW COMMITTEE						
	NEB	CP	Rm	Jon	MOE	EF	☒
OPERATIONS MANAGER <i>[Signature]</i>	DR.		DATE		DR.NO.		
	CORRAL		07-15-10		PAGE 2.1		
ENG. TECH SUPERVISOR <i>[Signature]</i>	CONSTRUCTION STANDARD						

CONDUIT REQUIREMENTS AND SPECIFICATIONS

All approved tapes shall comply with the following Bell Core standard test:

1. Tensile Strength

Tape shall have a minimum tensile strength of 2,500 lb. as determined by Bell Core GR-356-Core-5.3.3.1 testing method.

2. Elongation

Tape shall have a maximum elongation of 4.5% @ 600 lb. as determined by Bell Core GR-356-Core-5.3.4.1 or ASTM D 4268.

3. Print Durability

The print on the tape shall remain legible after installation and adhere to Bell Core GR-356-Core-5.3.5.CR5-19.

4. Duct Cutting

Tape shall not cut through a 50 inch diameter sweep of innerduct under pulling conditions of 300 lbs., as determined by Bell Core GR-356-Core-5.3.2.CR5-14.

APPROVED MEASURING PULL TAPE LIST:

- Arnco Dandy-Line (Lubed A14P2, WP 25, white polyester 7/8" flat pull tape)
- Arnco Bull-Line (Lubed B28K4, WP 25, white polyester 7/8" flat pull tape)
- Neptco Mule tape (Lubed 2500#, white polyester 3/4" flat pull tape)
- Wellington Slick tape (Lubed 2500#, white polyester 3/4" flat pull tape, N303M)
- Herculine Pull tape (Lubed 2500#, white polyester 3/4" flat pull tape, P2500W)

Note: The pulltape shall extend 10' past the vault, pad or manhole opening.

CONDUIT BANKS:

Conduit banks (larger than 2 ducts) shall be constructed with the use of Pre-fab spacers, (See Detail A, Page 2.2), placed at a maximum of 10'-0" O.C. to maintain spacing shown by details on Job Map.

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG. TECH SUPERVISOR

REVIEW COMMITTEE

DR.

DATE

DR.NO.

NEB

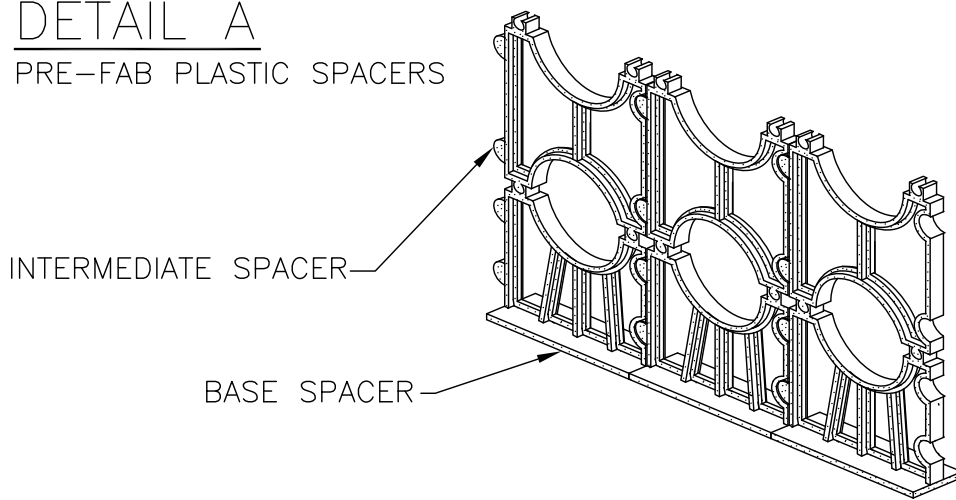
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CONSTRUCTION STANDARD

PAGE 2.11

DETAIL A

PRE-FAB PLASTIC SPACERS



DUCT SIZE

3"
4"
6"

CONDUIT SEPARATION

3"
3"
3"

NOTE:
MAXIMUM DISTANCE BETWEEN
SPACERS = 10'-0"

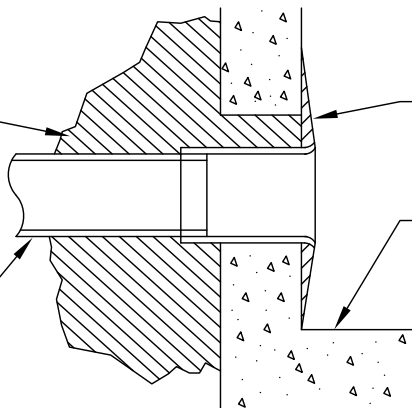
DETAIL B

GROUT AROUND COUPLING
AND FILL ANY VOIDS

GROUT END BELL FLUSH
WITH INTERIOR WALL

3", 4" OR 6" CONDUIT

CONCRETE BOX WALL



DETAIL C

TERMAUCT TERMINATORS

TERMAUCT TERMINATORS TO FIT
O.D. OF FOLLOWING PIPES:
CONDUIT SIZE O.D. OF CONDUIT

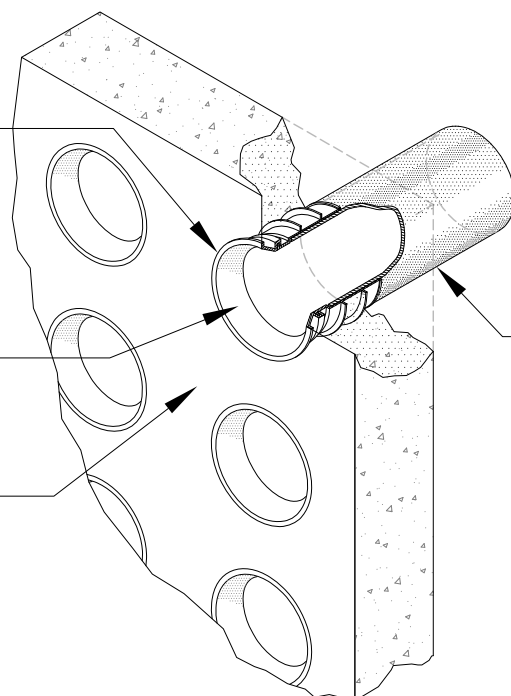
3"	3.500"
4"	4.500"
6"	6.625"

STOP HEIGHT

KNOCK OUT
MEMBRANE

INSIDE WALL

CONDUIT



NOTE:

1. TERMAUCT TERMINATORS ARE
PRECAST INTO VAULTS AND MANHOLES.
2. KNOCK OUT ONLY THOSE MEMBRANES
NEEDED FOR DUCT TERMINATION.



Roseville Electric

ENGINEERING MANAGER

OPERATIONS MANAGER

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DR.

NEB

DATE

07-15-10

DR.NO.

CONSTRUCTION STANDARD

PAGE 2.2

GENERAL CONDUIT DETAILS

DETAIL E

DUCT SYSTEM IN EXISTING STREET - MAINLINE

3' MINIMUM PATCH. USE TYPE 'B' AC
WITH 3/8" MAX. AGGREGATE

- USE PAVEMENT CUTTING TOOL TO OBTAIN A NEAT LINE.

- EXISTING ASPHALT STREET

EXISTING A.B. BASE MATERIAL

24" MIN.

CLASS 2. 1 1/2" MAX. A.B. BASE
MATERIAL COMPACTED IN 6" LIFTS
TO 95%

NOTES:

1. SPECIFIC DIMENSIONS AND DUCT ARRANGEMENT PER TRENCH DETAILS ON JOB MAP. TRENCH SHOWN FOR ELECTRIC ONLY. JOINT OCCUPATION BY OTHER UTILITIES TO BE CO-ORDINATED BY DEVELOPER SUBJECT TO APPROVAL BY ROSEVILLE ELECTRIC
3. ALL TRENCHES MUST BE IN ACCORDANCE WITH Cal OSHA REQUIREMENTS.

6" MIN.

3" MIN.

3" MIN.

← 24" MIN. →
(SEE NOTE 2)

SAND UP TO 24" OF BASE OF STREET
TO BE COMPACTED 85% TO 90%
(CAUTION: TAKE CARE NOT TO
ELONGATE OR COLLAPSE DUCTS
DURING COMPACTION).

DETAIL F

GENERAL TRENCH DETAIL – MAINLINE

NOTES:

1. MAY BE REDUCED TO 48" FOR #1/0 URD DISTRIBUTION CIRCUITS. (1 OR 2-4" CONDUITS).
2. SPECIFIC DIMENSIONS AND DUCT ARRANGEMENT PER TRENCH DETAILS ON JOB MAP. TRENCH SHOWN FOR ELECTRIC ONLY. JOINT OCCUPATION BY OTHER UTILITIES TO BE CO-ORDINATED BY DEVELOPER SUBJECT TO APPROVAL BY ROSEVILLE ELECTRIC
3. ALL TRENCHES MUST BE IN ACCORDANCE WITH Cal OSHA REQUIREMENTS.

60" MIN. (SEE NOTE 1)

MIN.

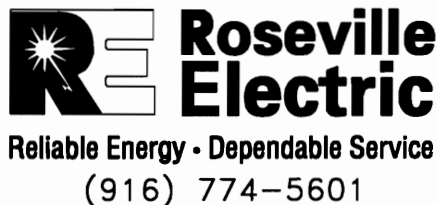
3" MIN.

24 MIN.
(SEE NOTE 3)

NATIVE MATERIAL COMPACTED PER
CITY SPECIFICATIONS. SEE PAGE 3.2

6" MIN.

NATIVE MATERIAL COMPACTED PER
CITY SPECIFICATIONS. SEE PAGE 3.2



ELECTRIC SUPERINTENDENT

POWER ENG. MANAGER

ELECTRONIC SUPERINTENDENT

REVIEW COMMITTEE

7/2/20

DATE	03/20/00
------	----------

DR. NO.

NEW SERVICES MANAGER

CONSTRUCTION STANDARD

PAGE 3.1

GENERAL TRENCH DETAILS - MAINLINE

TRENCH BACKFILL

DUCT BANK SANDING AND BACKFILL :

All conduits not encased in concrete shall be encased in sand to a minimum level of 6" ABOVE CONDUITS AFTER JETTING. Sand shall be screened with a #4 sieve and cleaned of all deleterious matter. (DECOMPOSED GRANITE WILL NOT BE APPROVED). Remainder of trench to be backfilled with native material (also free of all deleterious materials, rocks or boulders) compacted to minimums listed below.

COMPACTION

DUCT BANKS UNDER SIDEWALK OR OUT OF ROADWAY :

Backfill shall be compacted 85% to 90% to within 1 foot of sidewalk subgrade and 95% the last foot.

DUCT BANKS IN NEW STREETS :

Backfill shall be compacted 85% to 90% to within 2 feet of street final grade with sand; then 95% to asphalt level.

DUCT BANKS IN EXISTING STREETS :

Backfill same as for new street. After tack coat, asphalt to be 3" thick with maximum 3/8" aggregate. Patch shall cover 6" on either side of ditch (see Detail E page 3.1).



ELECTRIC
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(916) 774-5601

ELECTRIC SUPERINTENDENT

POWER ENG. MANAGER

ELECTRONIC SUPERINTENDENT

REVIEW COMMITTEE

MR. Ballou

DR. MAH

NEW SERVICES MANAGER

CONSTRUCTION STANDARD

DATE 09-08-93

DR.NO.

PAGE 3.2

TRENCH BACKFILL AND COMPACTION

VAULTS

GENERAL

1. For size and type of vault to be used, see Electric Department Job Map.
2. All joints between sections of vaults shall be provided with pliable gasket seals and interior seams are to be filled with an exterior grade non-shrink latex caulk.
3. All areas around vaults shall be backfilled with either sand or A.B. base material compacted to insure all voids around vaults are filled.
4. There shall be a minimum 50'-0" transition area between vault entrance knock-out configurations and main line trench configurations (see Job Maps). The main line trench shall be made wider and, when necessary, deeper in the transition area to insure that conduits are brought into the vault at 90 degrees with vault wall without the use of prefab elbows.
5. All vaults shall have galvanized pulling irons. For number and location see specific vault detail.
6. For special application vaults ordered without precast duct terminators, all ducts shall be terminated into vaults with duct end bell terminators grouted flush with inside face of vault.
7. Each vault section and extension shall be clearly marked with its gross weight (lbs.) in a highly visible place.

CONCRETE PAD VAULTS

1. Vaults shall be set on undisturbed soil on a minimum base of 6" compacted A.B. material, or 6" of 3/4" crushed rock.
2. Vaults to be set flush with finish grade unless otherwise approved by the Electric Dept. Vaults placed in areas with slopes of 2% or less should be set flush with highest finish grade on vault perimeter. No slopes greater than 2% will be allowed within required clearance area around pad vaults. (See Page 4.4)

12KV CIRCUITS VAULTS (MANHOLES)

1. Vaults shall be set on undisturbed soil on a minimum base of 18" A.B. material compacted in 6" lifts to 95%.
2. Vaults, unless otherwise specified on Job Maps, shall be provided with Unistrut channel inserts on all 4 sides.
3. Vaults shall be provided with one 36" I.D. x 12" concrete riser and one 36" I.D. x 6" concrete riser. A 36" I.D. x 6" steel casting with steel traffic lid marked "Roseville Electric" will be supplied by the City of Roseville for installation by the developer.
4. Concrete risers and steel casting shall be grouted in place with two galvanized ladder rungs inserted in place.
5. Vault riser section shall be encased in a minimum 9" wide concrete ring from the top of the vault to 2" below the top of the lid.
6. Steel lid of the vault riser section to be set flush with final grade. No slopes greater than 2% will be allowed within 4 feet of any portion of the steel lid.



ELECTRIC
DEPARTMENT

(916) 774-5601

ELECTRIC SUPERINTENDENT <i>Sunny McLean</i>		REVIEW COMMITTEE	
POWER ENG. MANAGER <i>Charlene</i>		DR. MAH <i>Mr. Ballard</i>	DATE 11-21-94 <i>DRR</i>
ELECTRONIC SUPERINTENDENT <i>Tom Panto</i>		NEW SERVICES MANAGER <i>Tom Panto</i>	
CONSTRUCTION STANDARD			
VAULT CONSTRUCTION NOTES			

PAGE 4.1

NOTE:

1. VAULT MANUFACTURER TO MARK EACH SECTION WITH GROSS WEIGHT.
2. AN OPTIONAL TOP CAN BE ORDERED WITH A 59"x 65" ACCESS OPENING FOR LARGER SWITCHGEAR. THE TYPICAL TOP SHALL BE USED UNLESS SPECIFIED ON THE JOB PRINT.

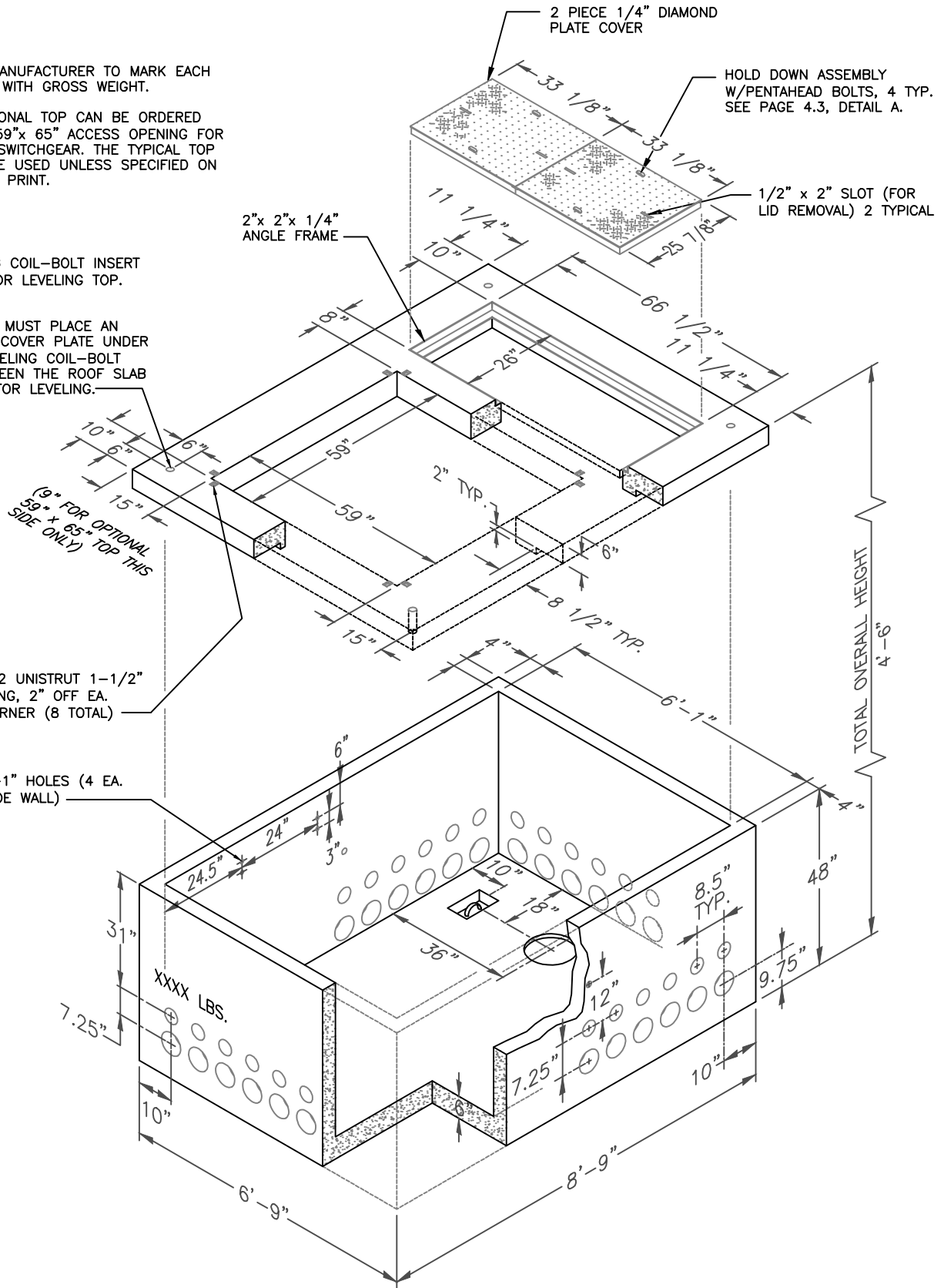
1"Ø LEVELING COIL-BOLT INSERT (4 TOTAL) FOR LEVELING TOP.

NOTE:

CONTRACTOR MUST PLACE AN ADJUSTABLE COVER PLATE UNDER THE 1"Ø LEVELING COIL-BOLT INSERT BETWEEN THE ROOF SLAB AND VAULT FOR LEVELING.

P32 UNISTRUT 1-1/2" LONG, 2" OFF EA. CORNER (8 TOTAL)

4-1" HOLES (4 EA. SIDE WALL)



ENGINEERING MANAGER

OPERATIONS MANAGER

ENGINEERING SUPERVISOR

CONCRETE PAD VAULT FOR CITY OF ROSEVILLE

CITY OF ROSEVILLE
ROSEVILLE ELECTRIC
CONSTRUCTION STANDARD

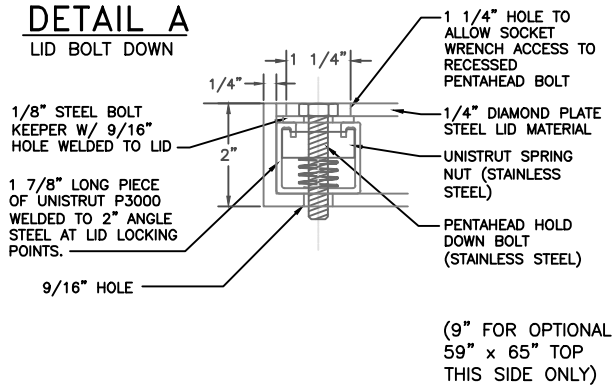
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DATE 06/20/13

DR.NO. PAGE 4.2

DETAIL A

LID BOLT DOWN



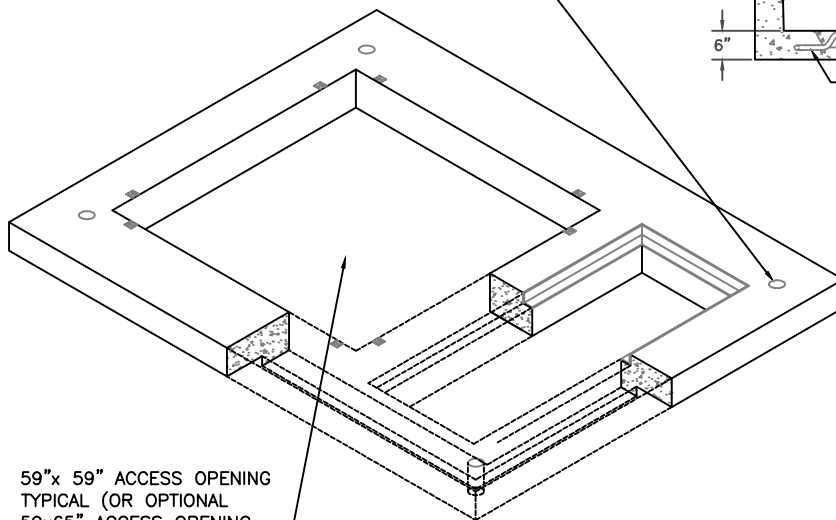
NOTE:

1. VAULT MANUFACTURER TO MARK EACH SECTION WITH GROSS WEIGHT.
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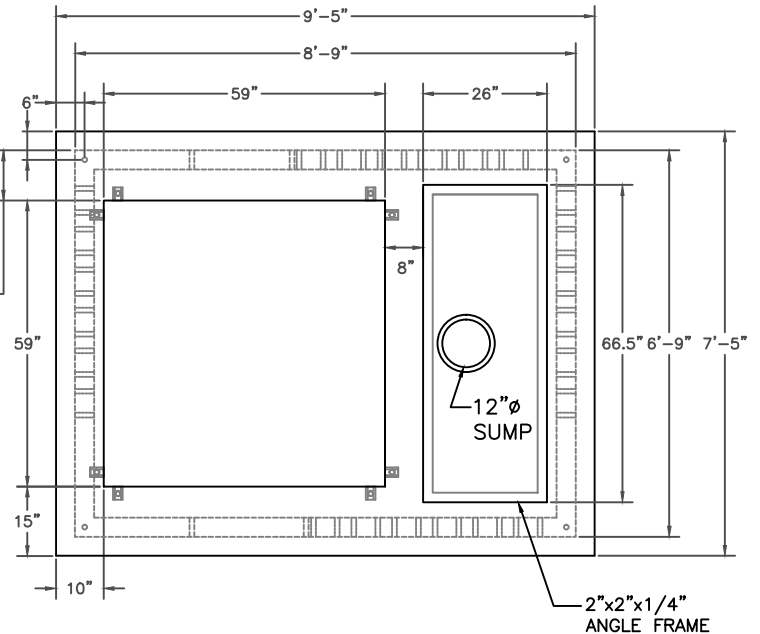
ISOMETRIC VIEW

1"Ø LEVELING COIL-BOLT INSERT (4 TOTAL) FOR LEVELING TOP.

NOTE: CONTRACTOR MUST PLACE AN ADJUSTABLE COVER PLATE UNDER THE 1"Ø LEVELING COIL-BOLT INSERT BETWEEN THE ROOF SLAB AND VAULT FOR LEVELING.

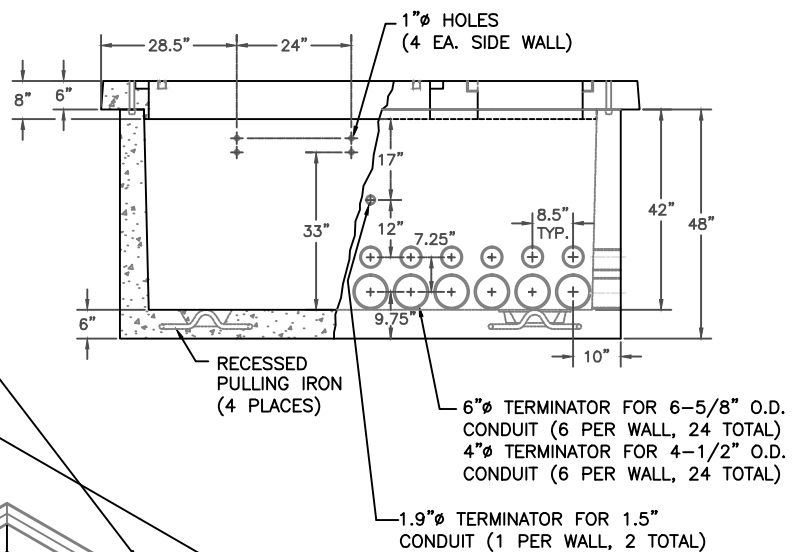


PLAN VIEW



ELEVATION

(CUTAWAY)



ENGINEER MANAGER

OPERATIONS MANAGER

ENG. TECH. SUPERVISOR

CONCRETE PAD VAULT FOR CITY OF ROSEVILLE

CITY OF ROSEVILLE

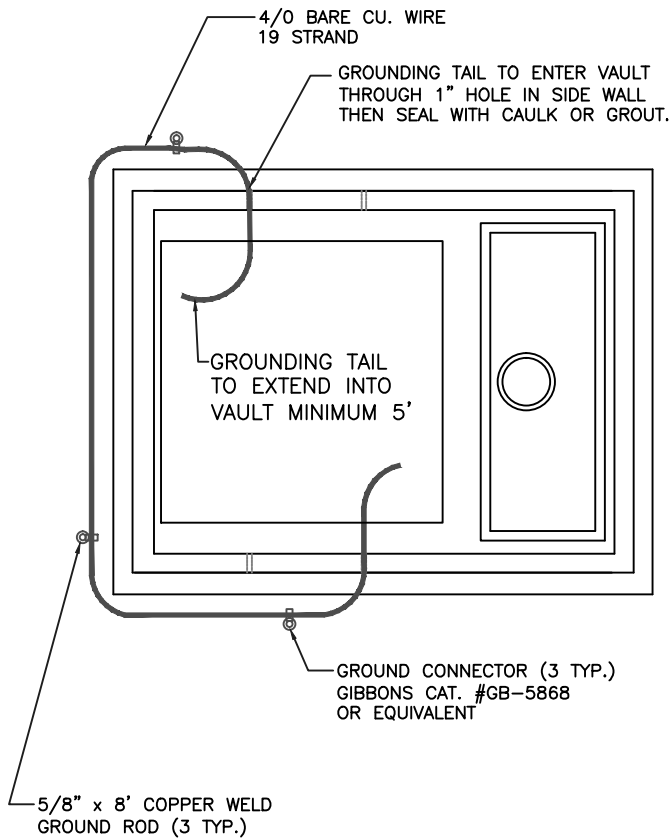
ROSEVILLE ELECTRIC
CONSTRUCTION STANDARD

DR.NO.

PAGE 4.3

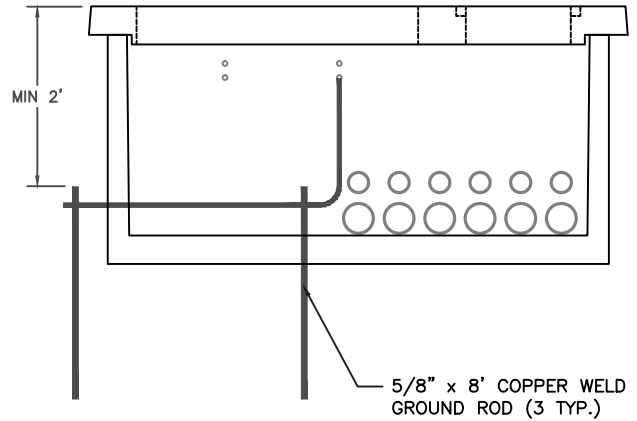
DATE 06/20/13

REVIEW COMMITTEE



NOTE:

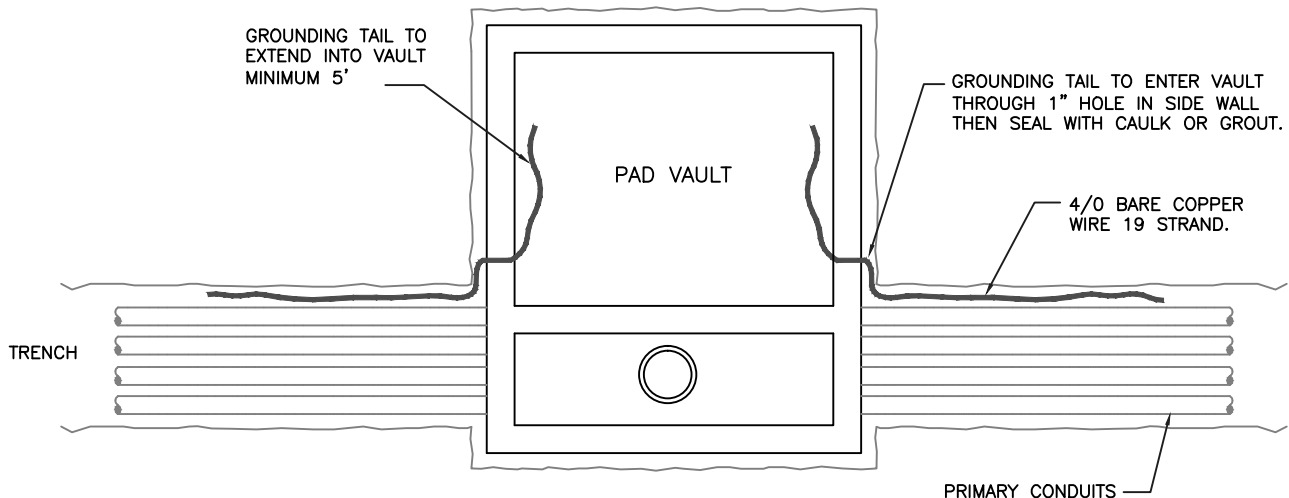
1. 4/0 COPPER WIRE AND GROUND RODS TO BE INSTALLED BY CONTRACTOR AND INSPECTED BY ROSEVILLE ELECTRIC INSPECTORS.



TYPICAL GROUND INSTALLATION

NOTE:

IN HARD SOIL CONDITIONS WHERE THE GROUND RODS CANNOT BE DRIVEN, THE DEVELOPER HAS THE OPTION OF PLACING TWO 35' LENGTHS OF 4/0, 19 STRAND, BARE COPPER WIRE. THE WIRE SHALL EXTEND INTO THE PAD VAULT 5' AND LAY IN THE BOTTOM OF THE TRENCH (MIN. 60" DEPTH) FOR A DISTANCE OF 25' IN DIFFERENT DIRECTIONS. THE WIRE SHALL BE ENCASED IN 3" OF CONCRETE.



ALTERNATIVE GROUND INSTALLATION IN HARD SOIL CONDITIONS

ENGINEERING MANAGER

OPERATIONS MANAGER

ENGINEERING SUPERVISOR

PAD VAULT GROUNDING DETAIL

NEB

CP

Ran

Gon

MBL

RFA

TRM

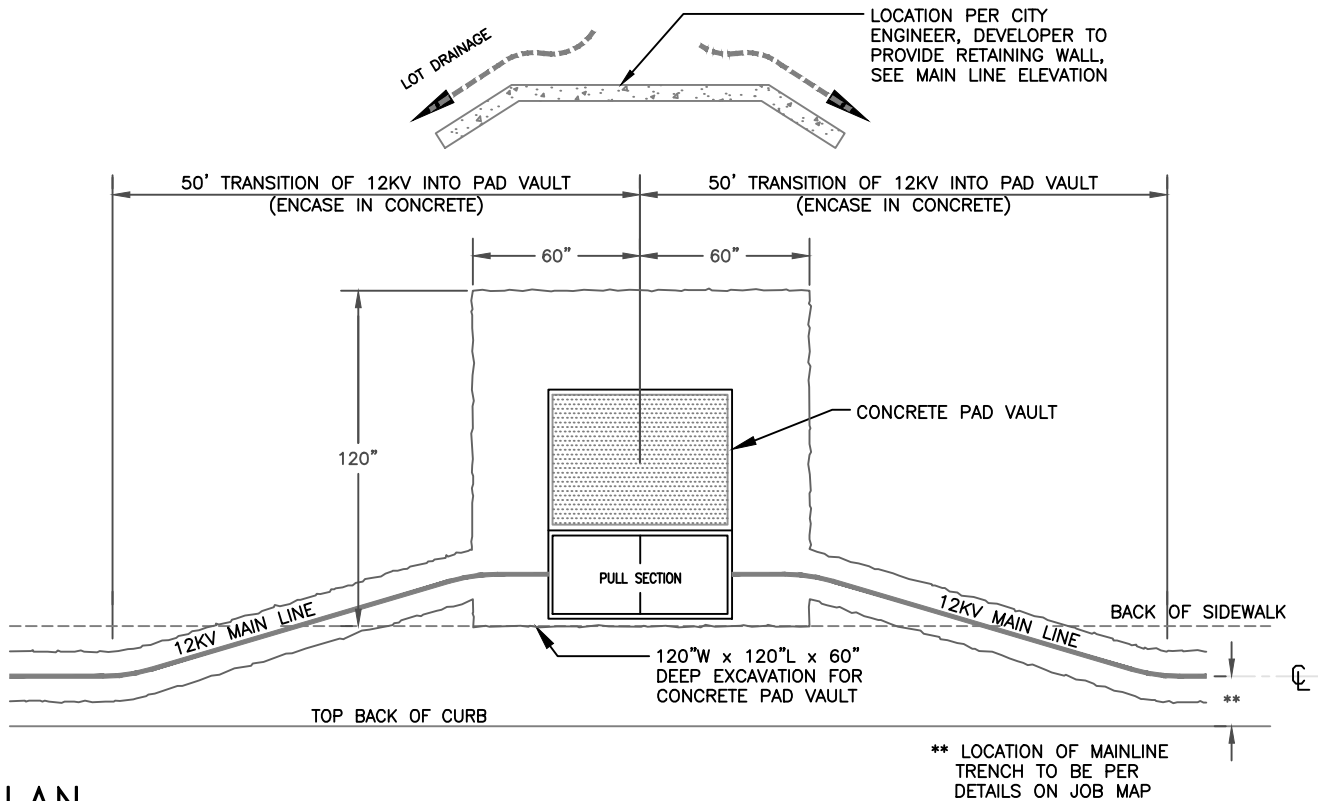
DATE

06/20/13

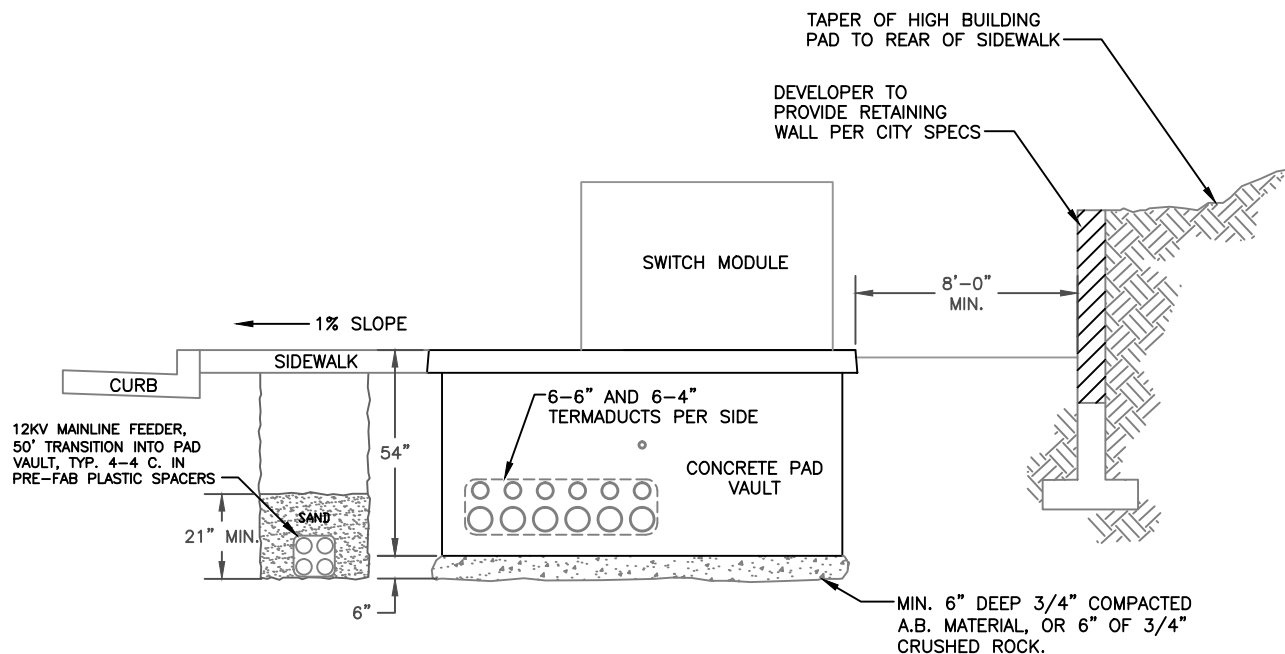
CITY OF ROSEVILLE
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CONSTRUCTION STANDARD

DR.NO.

PAGE 4.3.1



PLAN

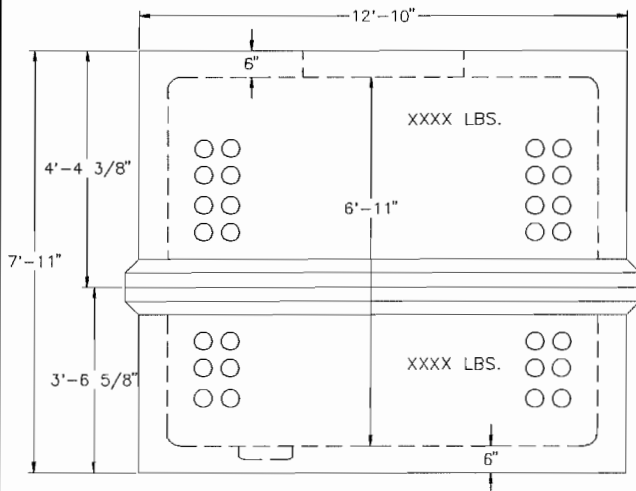
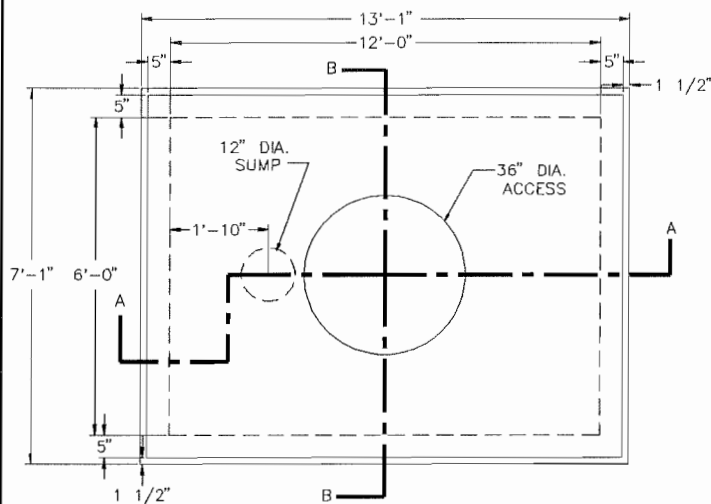


* 8' MIN. CLEARANCE AT SWITCH MODULE DOORS, 4' MIN. CLEARANCE AT SIDES OF SWITCH MODULE FROM WALLS, BUILDINGS, PLANTERS, OR DIRT EMBANKMENTS. SLOPES TO BE 2% MAX. WITHIN THESE AREAS

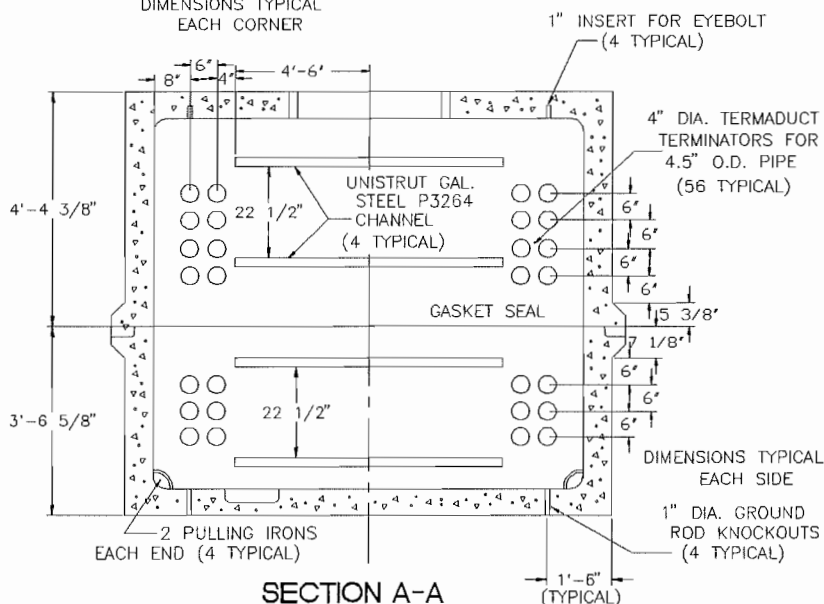
ELEVATION

ENGINEERING MANAGER	CONCRETE PAD VAULT PLACEMENT						CITY OF ROSEVILLE ROSEVILLE ELECTRIC CONSTRUCTION STANDARD	
OPERATIONS MANAGER	WEB	CP	Rm	Jon	MBL	Red	DATE	DR.NO.
ENGINEERING SUPERVISOR	REVIEW COMMITTEE						06/20/13	PAGE 4.4

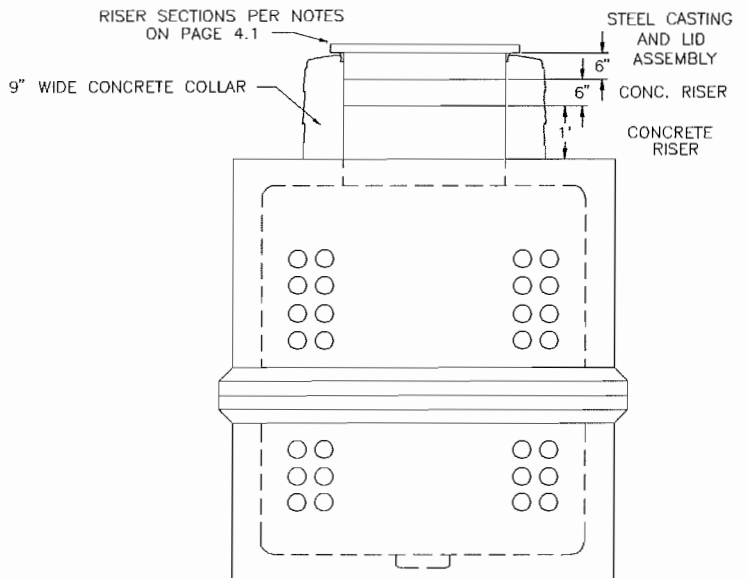
12 Kv SINGLE CIRCUIT VAULT (6'Wx8'Lx7'D)



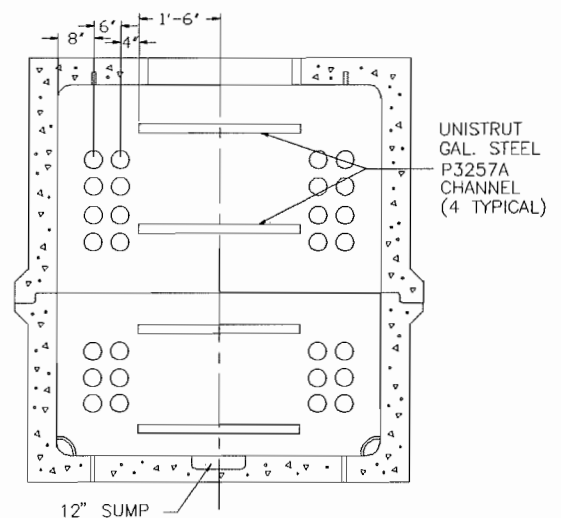
DIMENSIONS TYPICAL
EACH CORNER



SECTION A-A



DIMENSIONS TYPICAL
EACH CORNER



SECTION B-B

DESIGN NOTES:

- THE VAULT SHALL BE DESIGNED USING THE FOLLOWING:
 - OVERBURDEN: 2'-6" (SOIL WEIGHT 120 LBS. FT.³)
 - H-2D-44 BRIDGE LOADING
 - 1 PIECE MONOLITHIC OR 2 PIECE W/ MID-SIDEWALL JOINT
 - WATERPROOF JOINTS
 - PULLING ANCHORS LOADING MAX. 20,000 LBS.
(ONLY 2 ANCHORS IN A VERTICAL LINE BEING USED AT ANY TIME)
 - HEAVY ENOUGH NOT TO FLOAT
- ADMIXTURES- CALCIUM CHLORIDE OR ANY OTHER CHLORIDE ADMIXTURE SHALL NOT BE PERMITTED. A POTENTIALLY GOOD ADMIXTURE IS CALCIUM NITRITE WHICH NEUTRALIZES CL- IN A RATIO OF 2 TO 1
- SURFACE SEALER- 2 COATS OF A PENETRATING EPOXY SEALER SHALL BE APPLIED TO THE EXTERIOR
SEALER EXAMPLE: PEN SEAL 50 FROM AMERICAN METOSEAL CO., SUPER SEAL #35 FROM L & M CONST. CHEMICAL, OR EQUIVALENT
- INTERIOR SHALL BE PAINTED WITH 2 COATS OF APPROVED WHITE MASONARY PAINT
- PROVIDE LIFTING INSERTS AS REQUIRED
- VAULT MANUFACTURER TO MARK EACH SECTION WITH GROSS WEIGHT

RISER SECTIONS PER NOTES
ON PAGE 4.1

9" WIDE CONCRETE COLLAR

STEEL CASTING
AND LID
ASSEMBLY

CONC. RISER

CONCRETE
RISER



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POWER ENG. MANAGER

ELECTRONIC SUPERINTENDENT

CONSTRUCTION STANDARD

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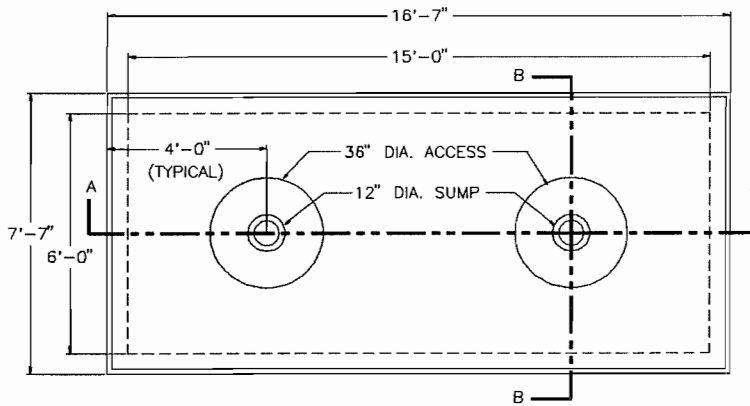
DR. MAH

DATE 09-08-93

DR. NO.

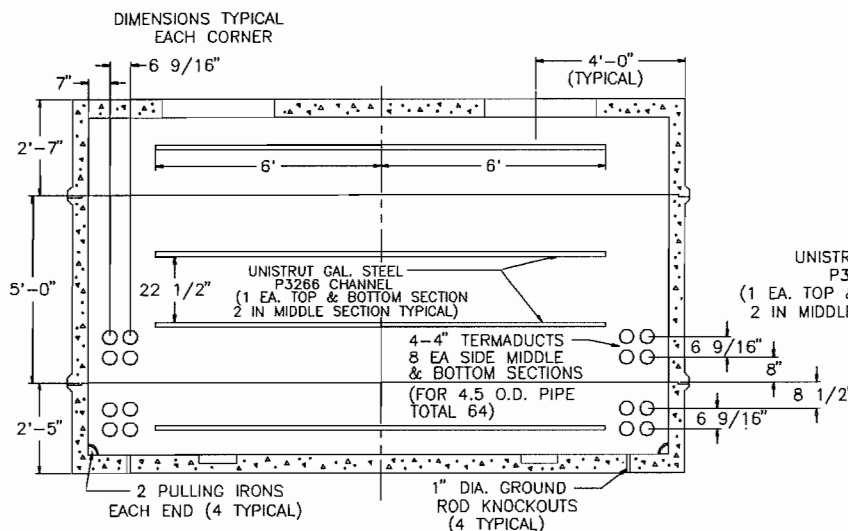
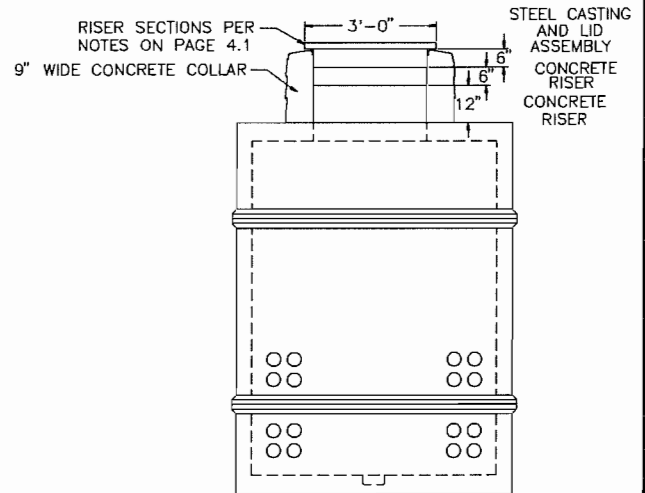
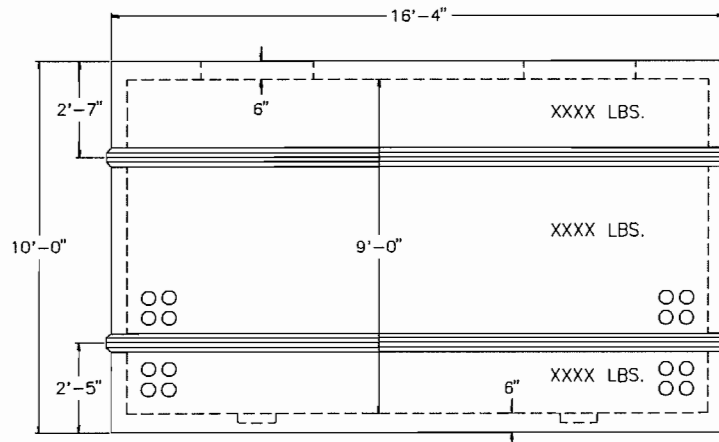
PAGE 4.6

12 kV MULTIPLE CIRCUIT VAULT (6'Wx12'Lx7'D)

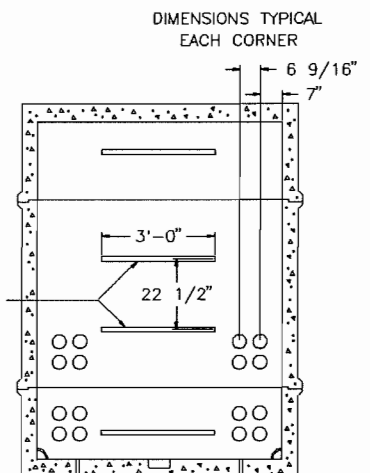


DESIGN NOTES:

1. THE VAULT SHALL BE DESIGNED USING THE FOLLOWING:
 A. OVERBURDEN: 2'-6" (SOIL WEIGHT 120 LBS. FT.³)
 B. H-20-44 BRIDGE LOADING
 C. 1 PIECE MONOLITHIC OR 2 PIECE W/ MID-SIDEWALL JOINT
 D. WATERPROOF JOINTS
 E. PULLING ANCHORS LOADING MAX. 20,000 LBS.
 F. (ONLY 2 ANCHORS IN A VERTICAL LINE BEING USED AT ANY TIME)
 G. HEAVY ENOUGH NOT TO FLOAT
2. ADMIXTURES- CALCIUM CHLORIDE OR ANY OTHER CHLORIDE ADMIXTURE SHALL NOT BE PERMITTED. A POTENTIALLY GOOD ADMIXTURE IS CALCIUM NITRITE WHICH NEUTRALIZES CL- IN A RATIO OF 2 TO 1
3. SURFACE SEALER- 2 COATS OF A PENETRATING EPOXY SEALER SHALL BE APPLIED TO THE EXTERIOR
 SEALER EXAMPLE: PEN SEAL 50 FROM AMERICAN METOSEAL CO., SUPER SEAL #35 FROM L & M CONST. CHEMICAL, OR EQUIVALENT
4. INTERIOR SHALL BE PAINTED WITH 2 COATS OF APPROVED WHITE MASONARY PAINT
5. PROVIDE LIFTING INSERTS AS REQUIRED
6. VAULT MANUFACTURER TO MARK EACH SECTION WITH GROSS WEIGHT



SECTION A-A



SECTION B-B



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ELECTRONIC SUPERINTENDENT

REVIEW COMMITTEE

DR. MAH

NEW SERVICES MANAGER

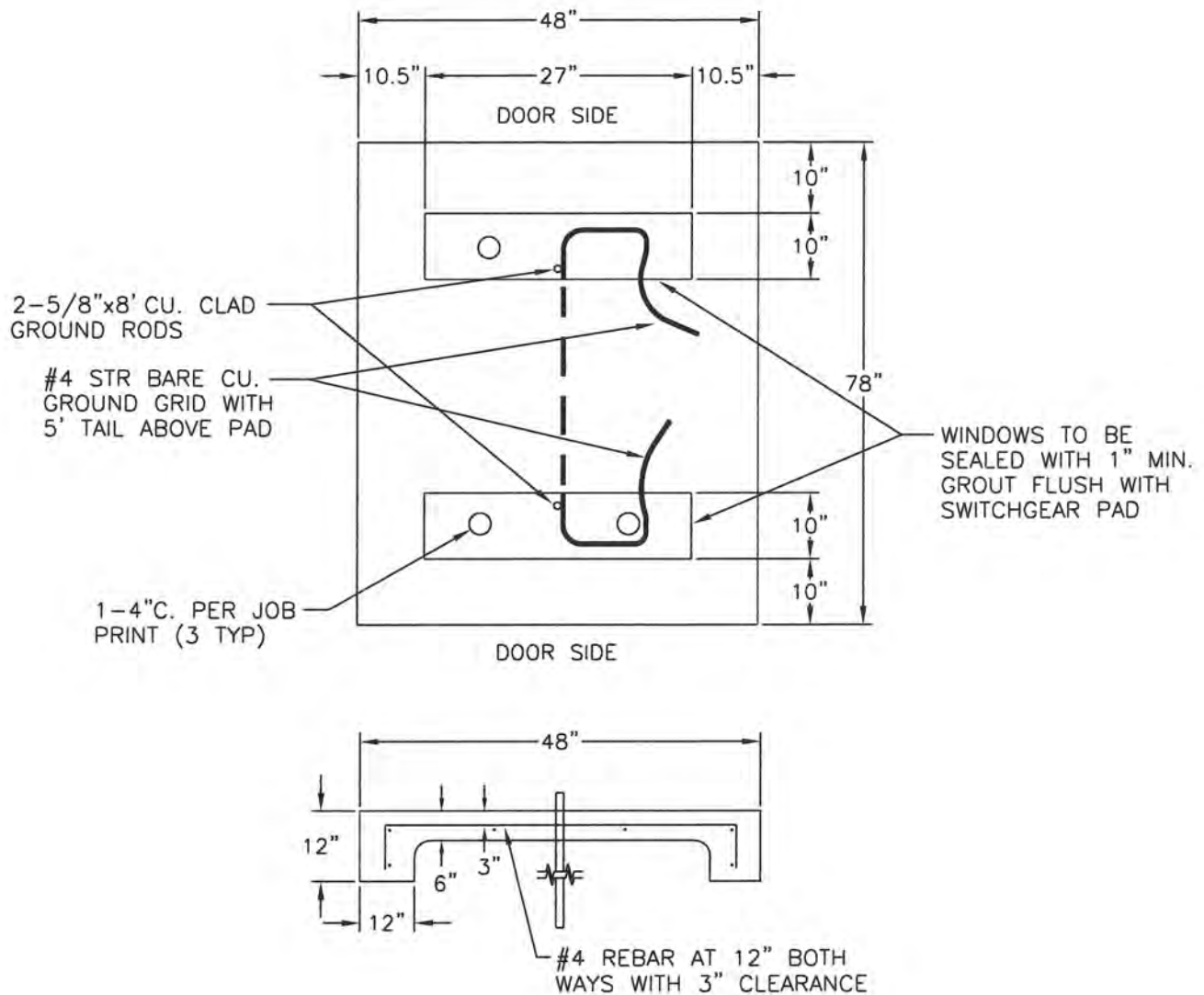
CONSTRUCTION STANDARD

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PAGE 4.7

12 Kv MULTIPLE CIRCUIT EXPANSION
SPLICE VAULT (6'W x 15'L x 9'D)



CONSTRUCTION NOTES:

- Concrete shall be 5-sack mix, 2 1/2" to 4" slump. Wood float finish top. Finish all exposed edges with finishing tool. Chamfer vertical edges. Moist cure concrete for at least 3 days after placing. Do not install switch until 7 days after placing concrete.
- Clearances between rebar and edge of concrete, horizontal = 6", vertical = 3".
- A minimum of 8' clearance shall be maintained at the switch doors and 4' min clearance at sides of switch from walls, buildings, planters, or dirt embankments.
- If the switch cannot be located away from vehicular traffic, a suitable barrier shall be provided for the protection of the switch.
- Disturbed earth under pads shall be well tamped or shall be replaced by sand, or other suitable material to prevent settlement.
- Bell ends to be installed on all primary conduits.
- No. 4 stranded copper wire shall be used for ground connections.
- In hard soil conditions where the ground rods cannot be driven, the developer has the option of placing two 35' lengths of #4 bare Cu. strand wire. The wire shall extend above the pad 5' and lay in the bottom of the trench (min. 48" depth) for a minimum distance of 25', in different directions. Wire shall be encased with a min. 3" of concrete.

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG. TECH. SUPERVISOR

CONCRETE PAD FOR DF5 SWITCH

REVIEW COMMITTEE

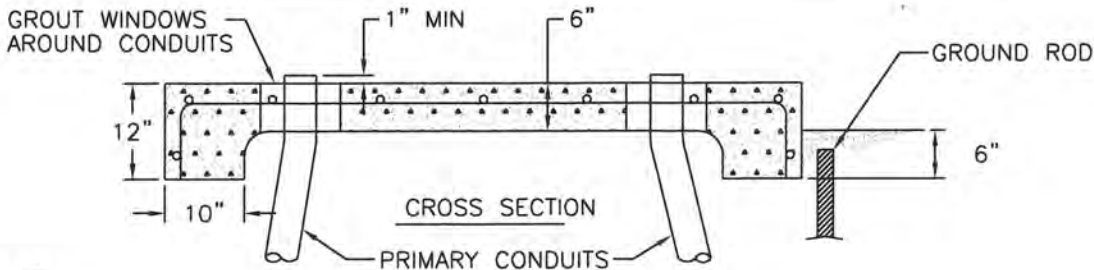
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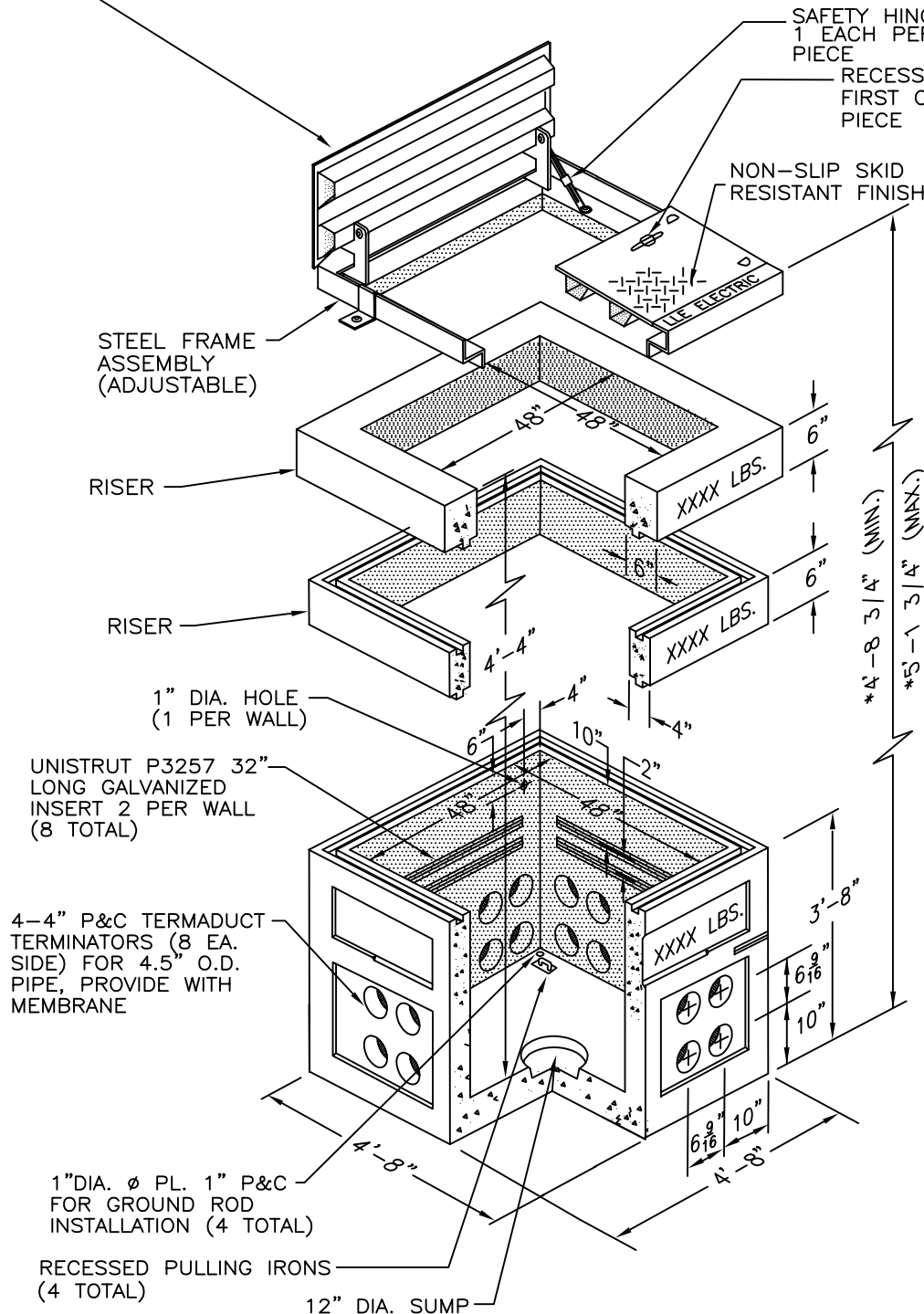
PAGE 4.8



1. Concrete shall be 5-sack mix, 2 1/2" to 4" slump. Wood float finish top. Finish all exposed edges with finishing tool. Chamfer vertical edges. Moist cure concrete for at least 3 days after placing. Do not install switch until 7 days after placing concrete.
2. Clearances between rebar and edge of concrete, horizontal = 6", vertical = 3".
3. A minimum of 8' clearance shall be maintained at the switch doors and 4' min clearance at sides of switch from walls, buildings, planters, or dirt embankments.
4. If the switch cannot be located away from vehicular traffic, a suitable barrier shall be provided for the protection of the switch.
5. Disturbed earth under pads shall be well tamped or shall be replaced by sand, or other suitable material to prevent settlement.
6. Bell ends to be installed on all primary conduits.
7. 4/0 19 strand bare copper wire shall be used for ground connections.
8. In hard soil conditions where the ground rods cannot be driven, the developer has the option of placing two 35' lengths of 4/0 19 strand bare copper wire. The wire shall extend above the pad 5' and lay in the bottom of the trench (min. 48" depth) for a minimum distance of 25', in different directions. Wire shall be encased with a min. 3" of concrete.

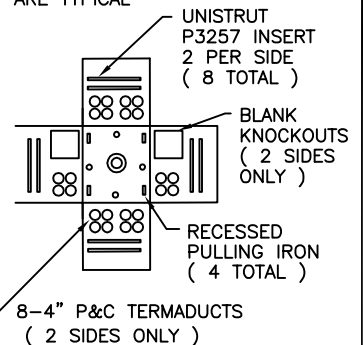
4'x4' (NOMINAL) 2 PIECE HINGED, SPRING OR TORSION ASSISTED, ALUMINUM LID, PENTAHEAD LOCKDOWN** AS PER (W.U.C.) WESTERN UNDERGROUND SPECIFICATIONS, ADJUSTABLE FRAME AND COVER AND 1 EA. HINGE LOCK. MARKED "ROSEVILLE ELECTRIC". (PEDESTRIAN TRAFFIC LOADING) COVER PIECE MUST HAVE THE CAPABILITY OF BEING OPENED TO 180°.

**FOR SPECIAL
CONDITIONS
USE ONLY:
IN AREAS WHERE THERE IS
NOT ENOUGH ROOM FOR AN
ABOVE GROUND J-BOX**



TYPICAL INTERCEPTER BOX

MODIFIED 12KV PRI. JUNCTION BOX (4'W x 4'L x 4'-2"D) AS NOTED BELOW, ALL OTHER DIMENSIONS & SPECIFICATIONS ARE TYPICAL



NOTE:

* Exact height dimension may vary between manufacturers. Verify prior to installations.

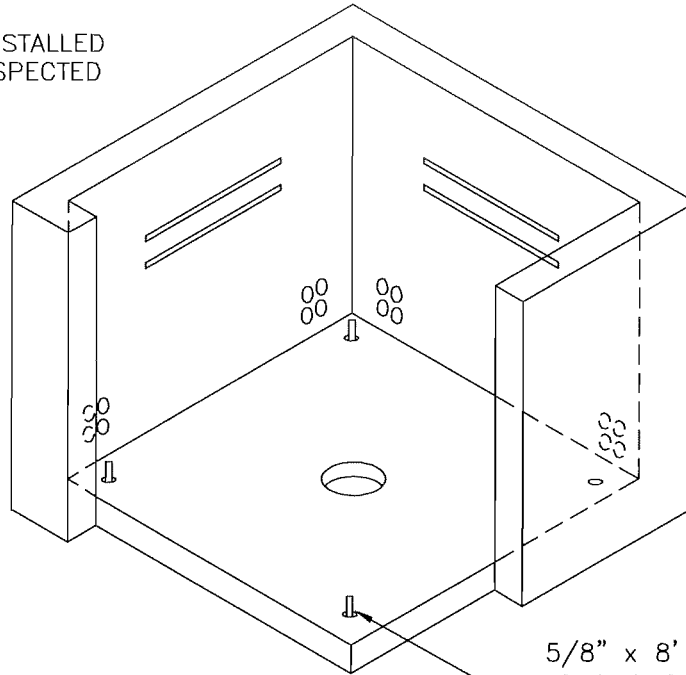
** Pentahead bolt and springnut to be stainless steel material.

DESIGN NOTES:

1. Provide lifting inserts as required for box, lid & riser.
2. Grout all interior seams & lid section after final adjustment.
3. Provide gasket seal at each joint.
4. Vault manufacturer to mark each section with gross weight.

NOTES:

GROUND RODS TO BE INSTALLED
BY CONTRACTOR AND INSPECTED
BY ROSEVILLE ELECTRIC
INSPECTORS.

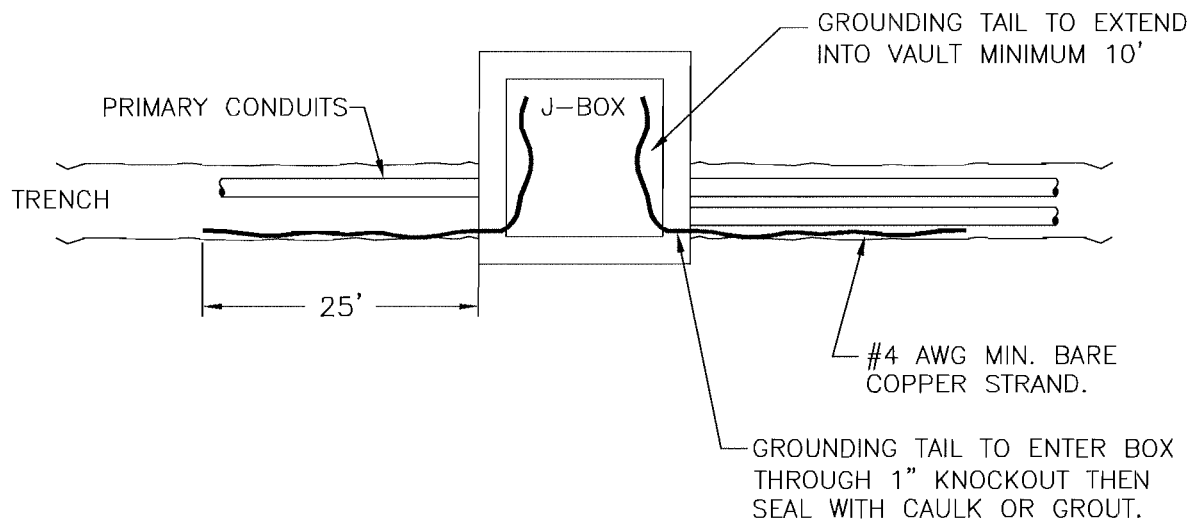


5/8" x 8' COPPER WELD
GROUND ROD (3 TYP.)
LEAVE 3" OF ROD IN VAULT

TYPICAL GROUND INSTALLATION

NOTES:

1. In hard soil conditions where the ground rods cannot be driven, the developer has the option of placing two 35' lengths of #4 bare copper strand wire. The wire shall extend into the vault 10' and lay in the bottom of the trench (min. 48" depth) for a distance of 25' in different directions. The wire shall be encased in 3" of concrete.



ALTERNATIVE GROUND INSTALLATION IN HARD SOIL CONDITIONS



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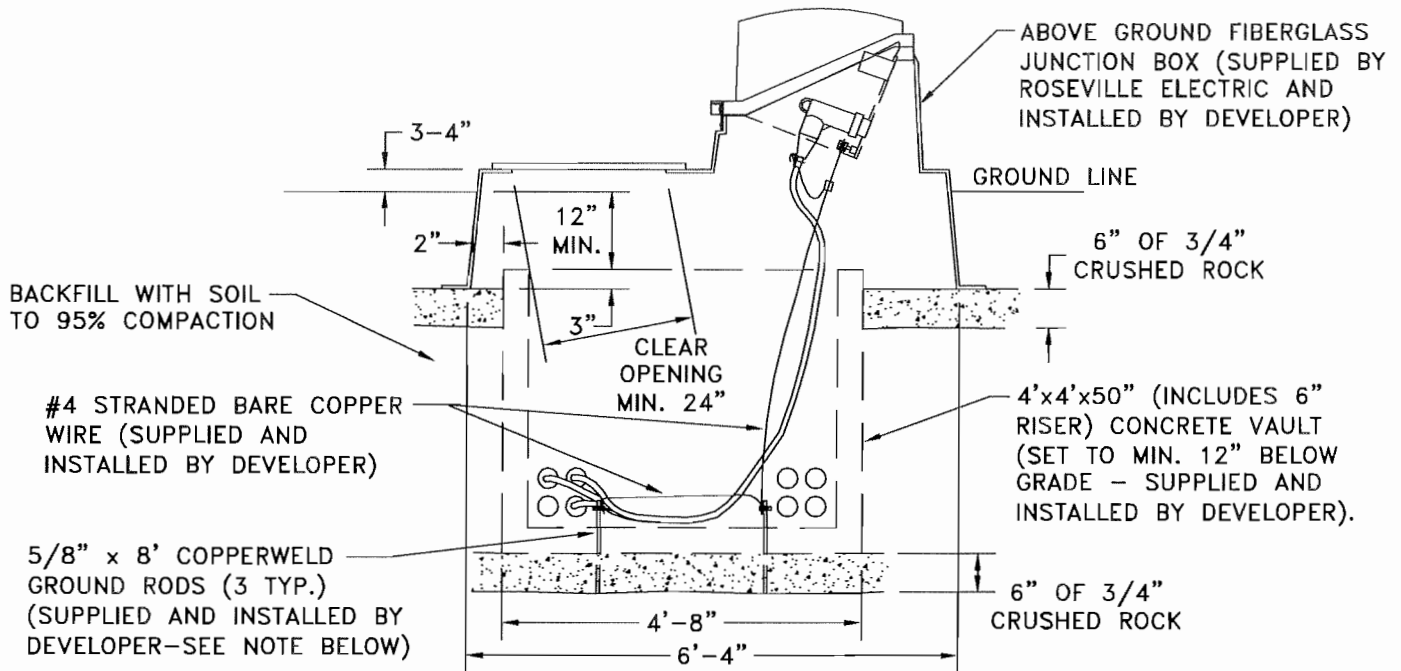
DR. NEB

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CONSTRUCTION STANDARD

DR. NO. **PAGE 5.1.1**

GROUNDING DETAIL FOR BELOW GROUND JUNCTION BOXES

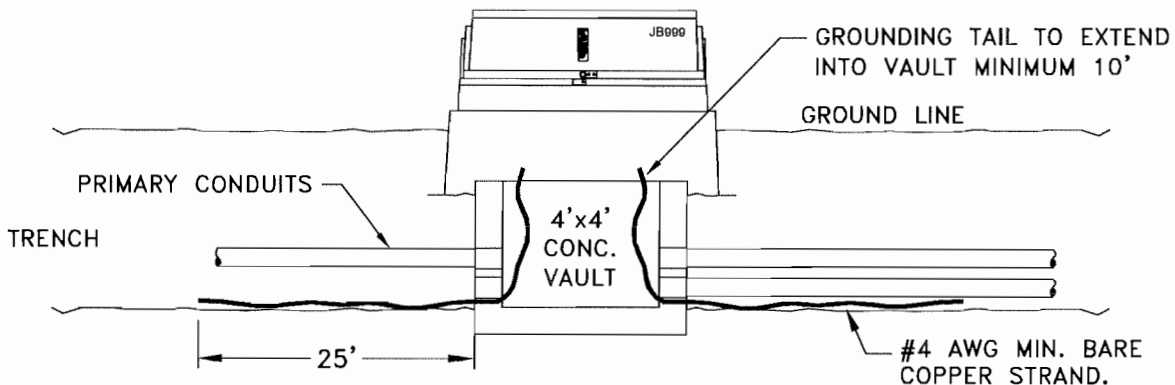


NOTE: IN HARD SOIL CONDITIONS WHERE THE GROUND RODS CANNOT BE DRIVEN, THE DEVELOPER HAS THE OPTION TO USE THE ALTERNATIVE GROUNDING METHOD AS SHOWN BELOW.

TYPICAL INSTALLATION

Notes:

1. In hard soil conditions where the ground rods cannot be driven, the developer has the option of placing two 35' lengths of #4 bare copper strand wire. The wire shall extend into the vault 10' and lay in the bottom of the trench (min. 48" depth) for a distance of 25' in different directions. The wire shall be encased in 3" of concrete.



ALTERNATIVE GROUND INSTALLATION IN HARD SOIL CONDITIONS

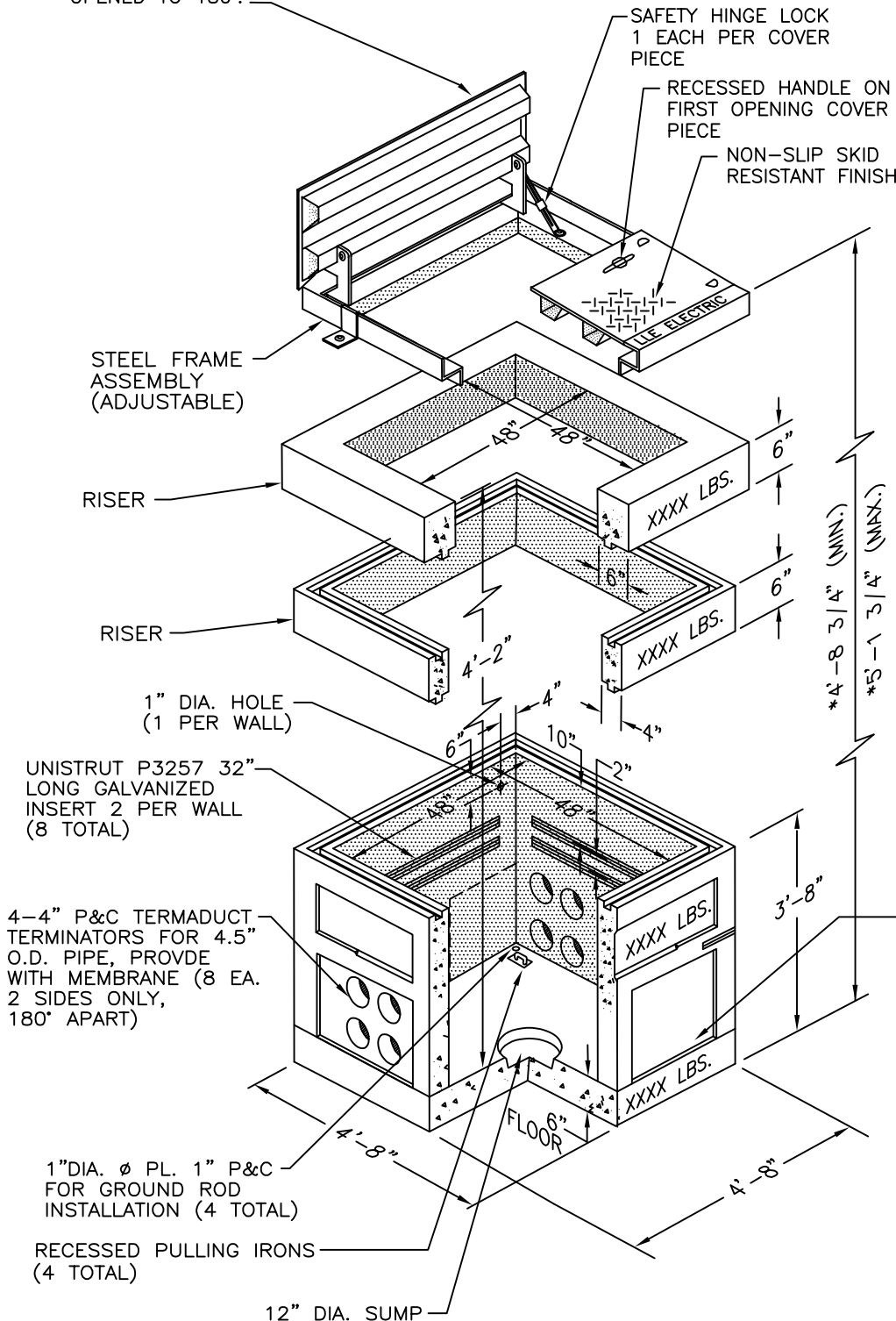
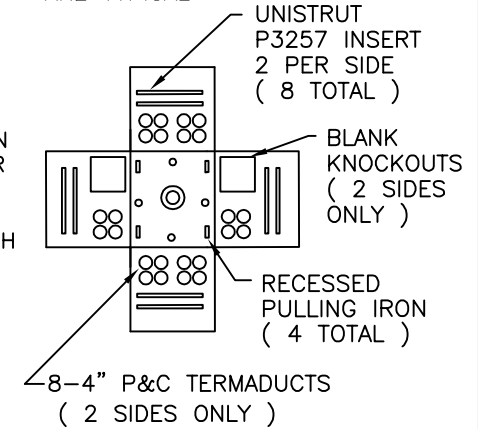
NOTES:

1. Developer to provide clear level pad and retaining wall if necessary around junction box.
2. Above ground fiberglass portion of Junction Box will be supplied by Roseville Electric and installed by the Developer's contractor.

4'X4' (NOMINAL) 2 PIECE HINGED, SPRING OR TORSION ASSISTED, ALUMINUM LID, PENTAHEAD LOCKDOWN** AS PER (W.U.C.) WESTERN UNDERGROUND SPECIFICATIONS, ADJUSTABLE FRAME AND COVER AND 1 EA. HINGE LOCK. MARKED "ROSEVILLE ELECTRIC". (PEDESTRIAN TRAFFIC LOADING) COVER PIECE MUST HAVE THE CAPABILITY OF BEING OPENED TO 180°.

TYPICAL INTERCEPTOR BOX

MODIFIED 12KV PRI. JUNCTION BOX (4'W x 4'L x 4'-2"D) AS NOTED BELOW, ALL OTHER DIMENSIONS & SPECIFICATIONS ARE TYPICAL



NOTE:

* Exact height dimension may vary between manufacturers. Verify prior to installations.

** Pentahead bolt and springnut to be stainless steel material.

2 BLANK KNOCKOUTS IN PLACE OF TERMADUCTS OFFSET TO ONE SIDE (TYPICAL) 2 SIDES ONLY 180° APART

DESIGN NOTES:

1. Provide lifting inserts as required for box, lid & riser.
2. Grout all interior seams & lid section after final adjustment.
3. Provide gasket seal at each joint.
4. Vault manufacturer to mark each section with gross weight.



Roseville Electric

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG./TECH. SUPERVISOR

REVIEW COMMITTEE

VB RAB Km Jon MBK VE me

DATE

10-22-14

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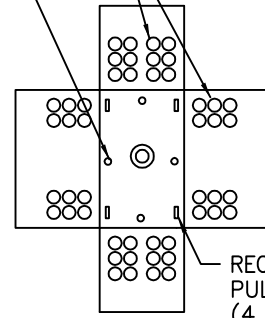
PAGE 5.2

12kV INTERCEPTOR BOX

3'X6' (NOMINAL) 2 PIECE HINGED, SPRING OR TORSION ASSISTED, ALUMINUM LID, PENTAHEAD LOCKDOWN** AS PER (W.U.C.) WESTERN UNDERGROUND SPECIFICATIONS, ADJUSTABLE FRAME AND COVER WITH 2 EA. SAFETY BARS AND 1 EA. HINGE LOCK. MARKED "ROSEVILLE ELECTRIC". (PEDESTRIAN TRAFFIC LOADING) COVER PIECE MUST HAVE THE CAPABILITY OF BEING OPENED TO 180°.

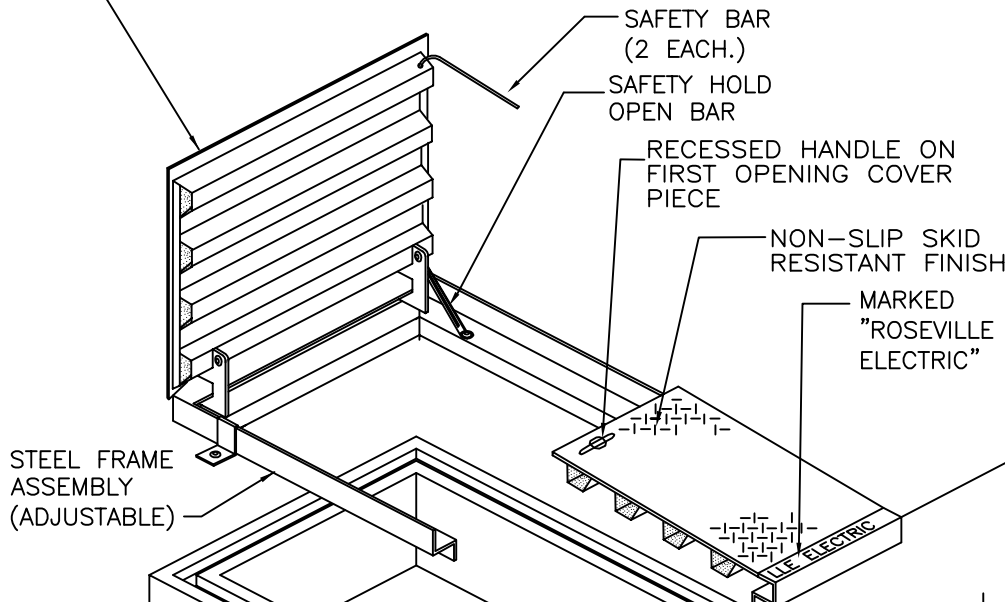
1" DIA. GROUND ROD KNOCKOUTS (4 TYP.) 1-EA. SIDE MID. WALL 6" OFF INSIDE FACE

4" TERMINATORS FOR 4.5" O.D. PIPE (12 EA. SIDE)



RECESSED PULLING IRON (4 total)

TERMA-DUCT ARRANGEMENT



STEEL FRAME ASSEMBLY (ADJUSTABLE)

RISER

RISER

XXXX LBS.

XXXX LBS.

XXXX LBS.

40" LONG UNISTRUT P3258 GALVANIZED (BOTH SIDES) 4 TOTAL

12" DIA. SUMP

NOTE:

* Exact height dimension may vary between manufacturers. Verify prior to installations.
** Pentahead bolt and springnut to be stainless steel material.

DESIGN NOTES:

1. Provide gasket seal at each joint.
2. Grout all interior seams and lid section after final adjustment.
3. Provide lifting inserts as req'd for box & risers.
4. Vault manufacturer to mark each section with gross weight.

USE NOTES:

1. Vault to be used with local distribution circuits only.

4" TERM-A-DUCT FOR 4.5" O.D. PIPE (12 EA. PER WALL) 48 TOTAL

ELECTRIC SUPERINTENDENT

POWER/ENG. MANAGER

ELECTRONICS MANAGER

REVIEW COMMITTEE

VB RAB Km Jon MBK VZ me

DATE

10/22/14

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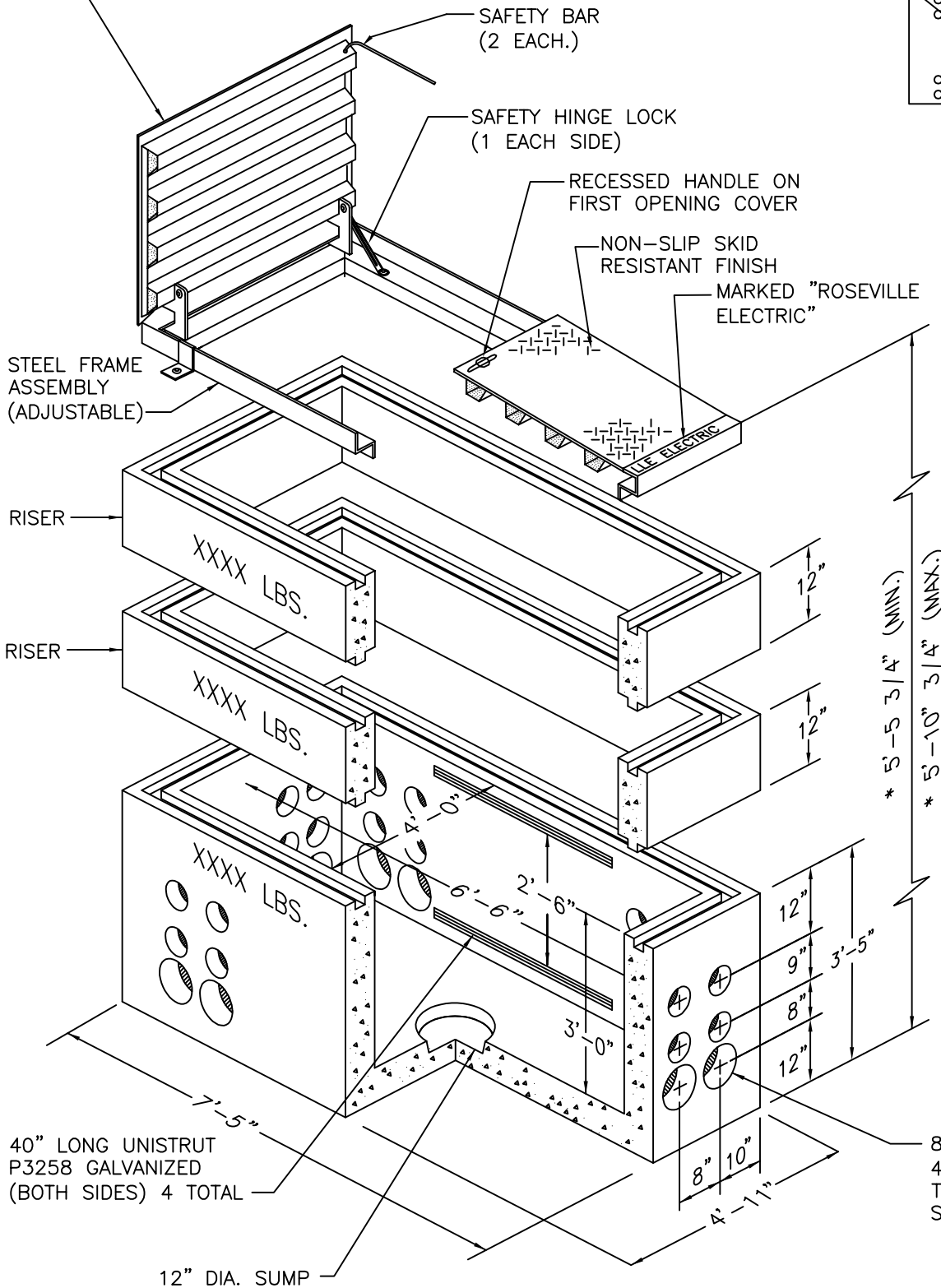
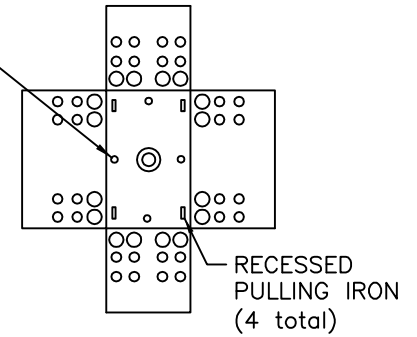
DR.NO.

PAGE 5.3

12KV LOCAL DISTRIBUTION SPLICE PULLBOX (3'Wx6'Lx5'D)

4'x4'-6" (NOMINAL) 2 PIECE HINGED, SPRING OR TORSION ASSISTED, ALUMINUM LID, PENTAHEAD LOCKDOWN** AS PER (W.U.C.) WESTERN UNDERGROUND SPECIFICATIONS, ADJUSTABLE FRAME AND COVER WITH 2 EA. SAFETY BARS AND 1 EA. HINGE LOCK. MARKED "ROSEVILLE ELECTRIC". (PEDESTRIAN TRAFFIC LOADING) COVER PIECE MUST HAVE THE CAPABILITY OF BEING OPENED TO 180°.

1" DIA. GROUND ROD KNOCKOUTS (4 TYP.) 1-EA. SIDE MID. WALL 6" OFF INSIDE FACE



NOTE:

* Exact height dimension may vary between manufacturers. Verify prior to installations.
** Pentahead bolt and springnut to be stainless steel material.

DESIGN NOTES:

1. Provide gasket seal at each joint.
2. Grout all interior seams and lid section after final adjustment.
3. Provide lifting inserts as req'd for box & risers.
4. Vault manufacturer to mark each section with gross weight.

USE NOTES:

1. Vault to be used with either local distribution or mainline circuits.
2. No more than two mainline circuits are allowed per vault.

8 EACH 4" TERMADUCT AND 4 EACH 6" TERMADUCT TERMINATORS ON EACH WALL. SEE DETAIL C PAGE 2.2

1. GENERAL NOTES

- (A) These standards include concrete transformer pad construction notes and location requirements for 1Ø and 3Ø, 12kV, pad-mounted transformers.
- (B) Location and size of pad shall be per the Roseville Electric design for the project.
- (C) Secondary terminal lugs for connection of service conductors at the transformer are provided by Roseville Electric.
- (D) No more than 8 service conductors (maximum wire size of 1000 MCM CU. or AL.) per phase will be allowed to the transformer. Secondary Service conductors shall NOT be installed until Roseville Electric has set the high voltage transformer on the pad. If the secondary wire is installed prior to Roseville Electric setting the transformer, it will be required to be pulled out. Pull rope must be installed prior to transformer placement.
- (E) Poured in-place concrete pads can be used only with prior Roseville Electric approval, using pre-cast pad specifications.

2. CONSTRUCTION NOTES

- (A) Disturbed earth under transformer pads shall be replaced with 12" of 3/4" a.b. material compacted in 6" lifts to prevent settlement. The contractor may be required to provide compaction reports from a certified soils testing firm, if deemed necessary by a Roseville Electric inspector.
- (B) Conduits shall be cut off and bell end terminators installed 8" below transformer pad surface.
- (C) Pad manufacturer to mark pad with gross weight and provide lifting inserts as required.
- (D) Smooth finish surface and sides. concrete shall be designed to attain a strength of 3000 pounds per square inch in 28 days.
- (E) The surface of the transformer pad must be level to $\pm 1/16$ inch in 4 feet when measured with a straight edge. Surfaces not meeting this requirement will be rejected.
- (F) Temporarily plug conduits.
- (G) A minimum distance of 6 feet shall be maintained between ground rods.
- (H) In hard soil conditions where the ground rod cannot be driven, the developer has the option of placing 35' of #4 bare copper strand wire. The #4 wire shall extend 5' above the finish elevation of the transformer pad and lay in the bottom of the trench for a minimum distance of 25' with 3" of concrete encasement. For transformer sizes of 1500 kVA and above, #250 MCM bare copper strand wire shall be used.
- (I) Developer shall have all pull ropes installed prior to Roseville Electric setting High Voltage Transformer.



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DR. MAH

DATE 3-23-05

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DR. NO.

PAGE 6.1

**PRECAST CONCRETE TRANSFORMER PAD CONSTRUCTION
NOTES AND LOCATION REQUIREMENTS**

3. APPLICATION NOTES

- (A) The pad sizes were based on the maximum dimensions, including cooling radiators of the various manufacturers' transformers. A one foot apron (18" for trans. above 1000 kVA) is required in front of the compartment doors. If an oversize pad is used to allow for transformer size increase at a later time, it may be necessary to reduce LV dimension slightly in order to fit initial transformer.
- (B) The concrete pad should be located so that its associated transformer will be three feet minimum from the side of any building wall. If the wall is fireproof, the minimum clearance can be reduced to two feet. At least eight feet of clear space shall be provided in front of pad to allow complete opening of transformer cabinet doors and allow city personnel sufficient working room for hot stick work. Figure No. 1, shows the preferred location of a trans. pad with reference to other construction.
- (C) If a pad-mounted transformer can not be located away from vehicular traffic, the customer shall provide suitable barriers for the protection of the transformer. Roseville Electric shall determine the type, size and number of any such barriers required. A removable type post is shown in Figure No. 2.
- (D) If a pad-mounted transformer is to be installed under a roof, at least 5 feet of head room shall be provided for lifting of the transformer. Contact Roseville Electric for each particular case.
- (E) If a wall or enclosure is installed around the transformer, the wall shall meet the requirements of Note 3(B). Walls are only allowed on 3 sides of the transformer. No gates are allowed. Opening must meet the requirements for clear access as shown in Figure No. 1.

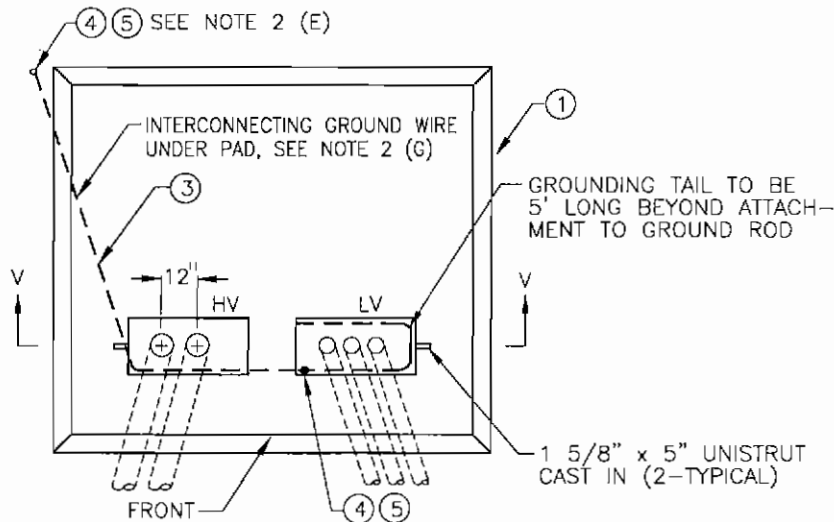


FIGURE NO. 3 - SECTION V - V

LOCATION FOR PRIMARY & SECONDARY CONDUITS

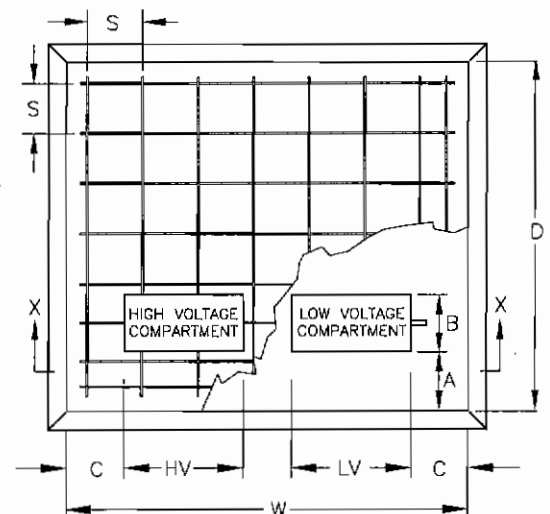
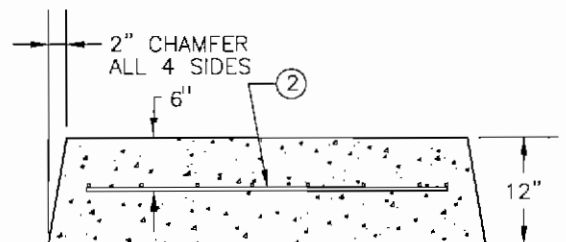
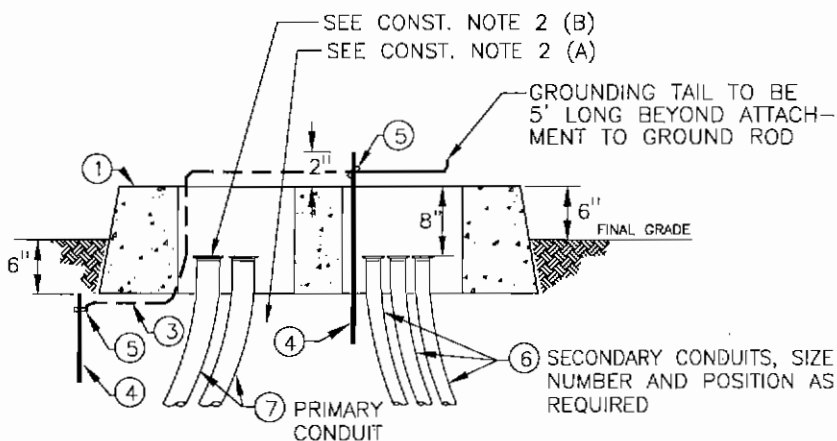


FIGURE NO. 4 - SECTION X - X
CONCRETE PAD DETAILS



ITEM	QUANTITY	DESCRIPTION
1	1	CONCRETE PAD
2	AS REQ.	REINFORCING STEEL, NO.4
3	13' MIN.	WIRE, NO.4 AWG MIN. BARE COPPER STRAND
4	2	GROUND ROD, 5/8" x 8'-0"
5	2	CLAMP, GROUND ROD, FOR ITEM 4
6	AS REQ.	CONDUIT, TYPE & SIZE AS REQUIRED FOR SECONDARY
7	AS REQ.	CONDUIT, PLASTIC 4" DIA. FOR PRIMARY

TABLE NO. 1 - TRANSFORMER PAD COMPONENTS

* FOR HARD SOIL CONDITIONS SEE CONSTRUCTION NOTE 2 (H), PAGE 6.1

TRANSFORMER (KVA)	MAX. TRANS WEIGHT (LBS)	PAD DIMENSIONS (INCHES)							
		A	B	C	D	HV	LV	W	S
45-500	8,000	15	20	13	78	20	20	78	12
750-1000	14,000	21	20	21	96	20	20	96	9

TABLE NO. 2 - CONCRETE PAD DIMENSIONS



Reliable Energy • Dependable Service
(916) 774-5601

ELECTRIC SUPERINTENDENT
Sam McLean
POWER ENG. MANAGER
Charles Gentry
ELECTRONIC SUPERINTENDENT
Mike Dwyer

REVIEW COMMITTEE
Sam McLean
DR. C. MAN. DATE 8-25-03
NEW SERVICES MANAGER
Debra Moore

DR. NO. *one*
PAGE 6.2

PRE-CAST CONCRETE PAD FOR THREE PHASE 12KV
PADMOUNTED TRANSFORMER - 1000 KVA AND BELOW

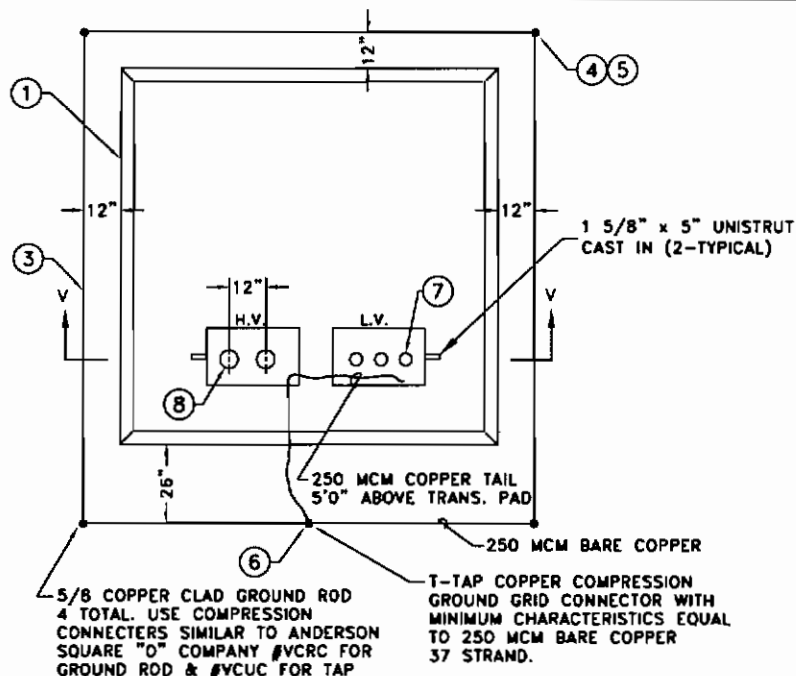


FIGURE NO. 5 - GROUNDING DETAIL

1500 kVA AND ABOVE

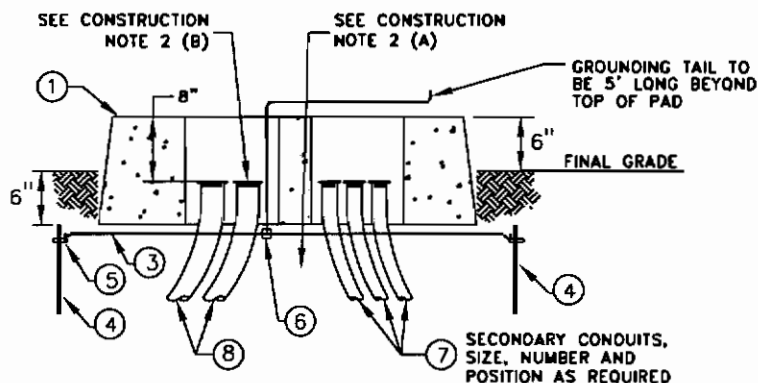


FIGURE NO. 7 - SECTION V - V

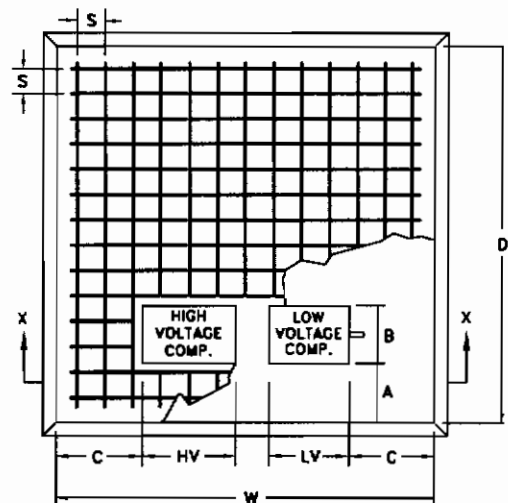
LOCATION FOR PRIMARY & SECONDARY CONDUITS

ITEM	QUANTITY	DESCRIPTION
1	1	CONCRETE PAD
2	AS REQ.	REINFORCING STEEL, NO.4
3	57' MIN.	250 MCM BARE COPPER STRAND
4	4	GROUND ROD, 5/8\"
5	4	COMPRESSION CONNECTORS
6	1	T-TAP COPPER COMPRESSION CONNECTOR
7	AS REQ.	CONDUIT, SIZE & TYPE FOR SECONDARY
8	AS REQ.	CONDUIT, PLASTIC 4\"

TABLE NO. 3 - TRANSFORMER PAD COMPONENTS

1500 kVA AND ABOVE

* FOR HARD SOIL CONDITIONS SEE CONST. NOTE 2 (H), PAGE 6.1



**FIGURE NO. 6 - SECTION X - X
CONCRETE PAD DETAIL**

TRANSFORMER (KVA)	MAX. TRANS WEIGHT (LBS)	PAD DIMENSIONS (INCHES)							
		A	B	C	D	HV	LV	W	S
1500-2500	18,000	24	20	31.5	115	20	20	115	9

TABLE NO. 4 - CONCRETE PAD DIMENSIONS

FOR 3Ø PADMOUNT TRANS 1500 kVA AND ABOVE

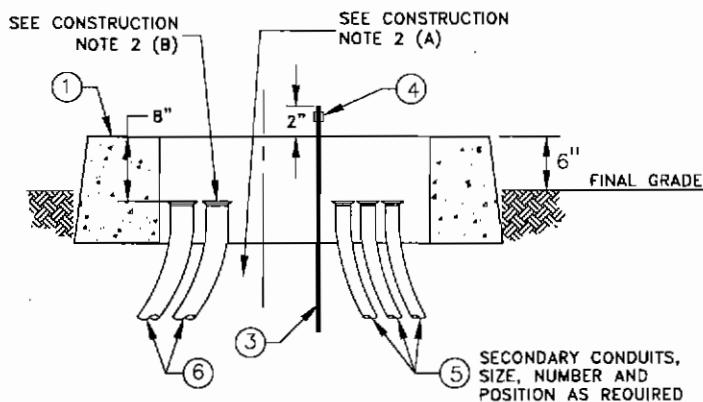
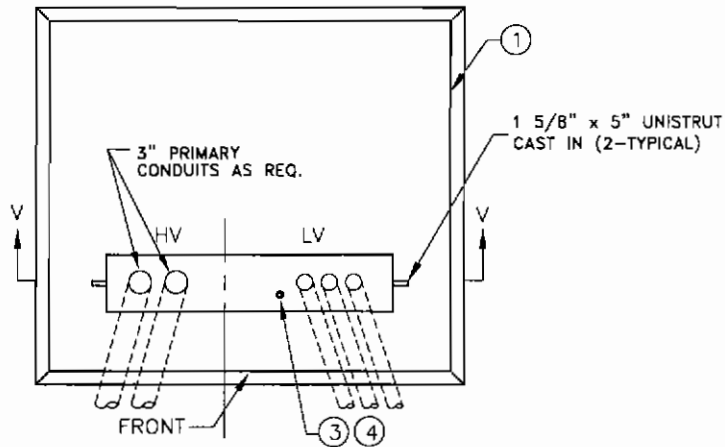


FIGURE NO. 8 - SECTION V - V
LOCATION FOR PRIMARY & SECONDARY CONDUITS

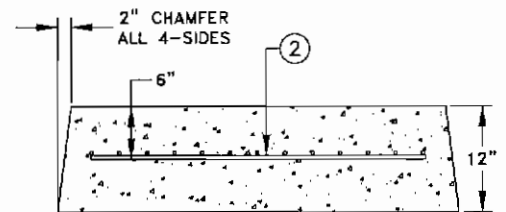
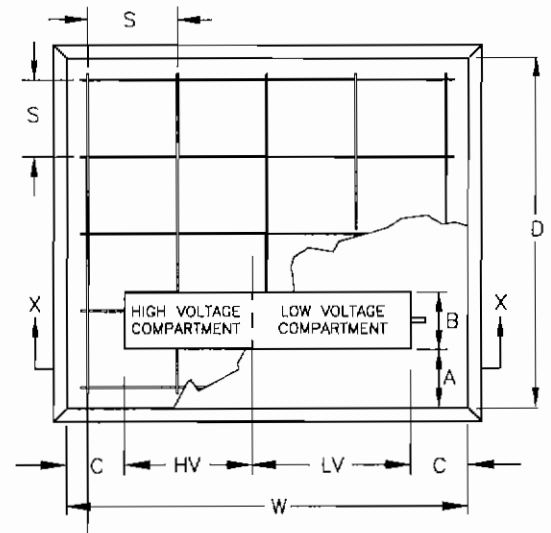


FIGURE NO. 9 - SECTION X - X
CONCRETE PAD DETAILS

ITEM	QUANTITY	DESCRIPTION
1	1	CONCRETE PAD
2	AS REQ.	REINFORCING STEEL, NO.4
3	1	GROUND ROD, 5/8" x 8'-0"
4	1	CLAMP, GROUND ROD, FOR ITEM 4
5	AS REQ.	CONDUIT, TYPE & SIZE AS REQUIRED FOR SECONDARY
6	AS REQ.	CONDUIT, PLASTIC 3" DIA. FOR PRIMARY

TABLE NO. 5 - TRANSFORMER PAD COMPONENTS

* FOR HARD SOIL CONDITIONS SEE CONST. NOTE 2 (H), PAGE 6.1

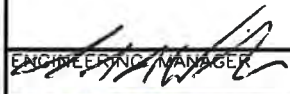
TRANSFORMER (KVA)	MAX. TRANS WEIGHT (LBS)	PAD DIMENSIONS (INCHES)							
		A	B	C	D	HV	LV	W	S
25 - 167	2,500	8	14	9	54	12	17	48	12

TABLE NO. 6 - CONCRETE PAD DIMENSIONS

Roseville Electric
Reliable Energy • Dependable Service
(916) 774-5601

ELECTRIC SUPERINTENDENT <i>[Signature]</i>		REVIEW COMMITTEE <i>[Signature]</i>	
POWER ENG. MANAGER <i>[Signature]</i>		DR. C. MAH DATE 8-23-03	
ELECTRONIC SUPERINTENDENT <i>[Signature]</i>		NEW SERVICES MANAGER <i>[Signature]</i>	
		CONSTRUCTION STANDARD	
PRE-CAST CONCRETE PAD FOR SINGLE PHASE 12KV PADMOUNTED TRANSFORMER - 167KVA AND BELOW			

COMMERCIAL LOW VOLTAGE SERVICE AND METERING REQUIREMENTS (0-600 VOLTS)

 ENGINEERING MANAGER	COMMERCIAL LOW VOLTAGE SERVICE AND METERING REQUIREMENTS (0-600 VOLTS)	CITY OF ROSEVILLE ROSEVILLE ELECTRIC CONSTRUCTION STANDARD
 OPERATIONS MANAGER		
 ENG. TECH. SUPERVISOR	       REVIEW COMMITTEE	DATE 06/23/16 DR. NO. PAGE 7.1

**COMMERCIAL
LOW VOLTAGE SERVICE AND METERING REQUIREMENTS
(0-600 VOLTS)**

I SERVICE VOLTAGES

The following table outlines the service voltages that Roseville Electric can serve and the corresponding meter socket requirements for each. See Page 7.2 for meter connection diagrams.

TYPE OF SERVICE	NUMBER OF CLIPS	
	SELF CONTAINED METER SOCKETS	TRANSFORMER RATED SOCKETS
1 PHASE, 3 WIRE, 120/240 VOLT < 201 Amps	4	N/A
1 PHASE, 3 WIRE, 120/240 VOLT > 201 Amps	N/A	6
1 PHASE, 3 WIRE, 120/208 VOLT	5	N/A
3 PHASE, 4 WIRE, 120/208 VOLT WYE	7	13
3 PHASE, 4 WIRE, 120/240 VOLT DELTA ¹	7	13
3 PHASE, 4 WIRE, 277/480 VOLT WYE ²	7	13
Notes: 1. Non-standard voltage. Contact Roseville Electric for availability. 2. Underground service from pad-mount transformers only.		

For services greater than 480 volts, contact the New Services Section of Roseville Electric for special requirements.

II METERING REQUIREMENTS

GENERAL:

1. **EUSERC - Electric Utility Service Equipment Requirements Committee**

EUSERC is an organization comprised of utility representatives from the western section of the United States that work to promote the standardization of electric service requirements and the design and engineering of metering and service equipment.

All metering and service equipment approved for use in the areas served by Roseville Electric shall be built to the requirements developed by EUSERC. Approved metering and service equipment is available to customers and contractors through electrical wholesale distributors.

2. Approval of Manufacturer's Drawings

All electric service panels shall meet the Roseville Electric approved sections of the EUSERC requirements. The list of acceptable panels can be found at www.euserc.com under "Acceptability Pages" on the "Roseville Electric, City of" page. Purchase or installation of any equipment that does not conform to EUSERC requirements is done at the developer's risk. Any electrical service panels that do not comply with EUSERC will be required to have field modifications completed or be replaced at the developer's expense.

Electric service panel drawings are recommended to be submitted for review prior to purchase and installation. The project developer can submit two (2) copies of the panel manufacturer's drawings to Roseville Electric. One copy will be returned to the sender with approval or corrections as needed. Send submittals to:

Sr. Electric Metering Tech.
Roseville Electric
2090 Hilltop Circle
Roseville, CA 95747
Telephone: (916) 774-5601

3. Electric Metering and Main Disconnect Directly Outside Accessible

All electric meters and Main Disconnects shall be accessible by the utility 24 hours a day, 7 days a week. Fences, gates, alarms, security guards or other means that prohibit direct accessibility are a violation of this requirement. Meters and disconnects originally installed outside the fence shall not be enclosed by a fence in the future. Meeting of this requirement can be accomplished by one of the following means:

- A. Locate the metering service panel on the outside of the building. If the metering service panel is located behind a lockable gate, the developer will be required to provide one (1) key to the gate. A lock box will be supplied and installed by Roseville Electric on the outside of the gate.
- B. Locate the metering service panel inside of an un-alarmed electrical service room with an un-alarmed door that opens directly to the outside. The developer will be required to provide one (1) key to the door for placement in a lock box. The lock box will be supplied and installed by Roseville Electric on the outside of the door. Roseville Electric suggests that any door leading from the electrical service room to other areas of the building be secured by the customer. If this room is located behind a lockable gate, item 3A will apply.

A hard surface pathway must be provided to all metering equipment. This can be accomplished by a concrete or asphalt path or by firmly placed stepping-stones. All landscaping near the pathway shall be designed and installed to not inhibit this pathway at maturity.

4. Automated Meter Reading Provisions

One 3/4-inch conduit with a minimum Cat-5 telephone conductor shall be installed from the building telephone service panel to the electric meter panel. The conduit and conductor shall enter a metering

section within 2" of the corner of the panel. Leave 8' of telephone conductor at each end for termination. For special circumstances, questions or multiple meter panels, contact the Metering Crew Supervisor.

5. Service Disconnects

In multi service applications, there shall be only 1 handle to disconnect the entire switchgear. In addition, each service shall have a disconnect switch. Each individual service disconnect shall have a provision for locking in the OPEN/OFF position. The switchgear or panel door is not to be used as the service disconnect locking device. Service disconnects that are a combination main breaker / transfer switch are not allowed.

In a single service application, 200A or less, the panel door may be used as the OPEN/OFF locking device as long as it only prevents access to a single service main breaker while maintaining access to distribution breakers.

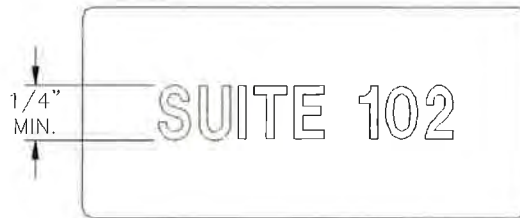
6. Panel Marking Policy

A. Marking of all meters and disconnects shall be required as follows:

1. Where the installation requires more than one meter for service to the premises, each meter panel and service disconnect it feeds shall be permanently marked (NOT PAINTED) by the customer to properly identify the portion of the premises being served. This includes, but is not limited to: residences, offices, retail stores, or any combination of the above.
2. When adding a new meter to an existing service location, all meters and service disconnect(s) they feed shall be identified to properly indicate the portion of the premises being served.
3. Each main service disconnect shall be permanently marked (NOT PAINTED) by the customer to properly identify the street address and the building number (if applicable).
4. If there is more than one main service disconnect for a building, each main service disconnect shall have a tag that clearly references the location of the other main disconnect(s) for that building.

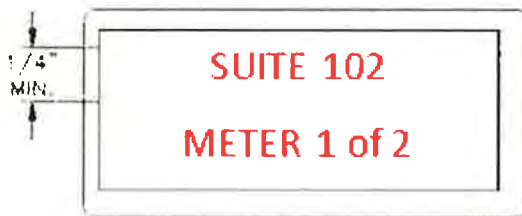
B. The identifying marking for meters and disconnects shall be engraved or raised from a tag of plastic laminate, aluminum, brass or other approved non-ferrous metal with 1/4 inch minimum letters. The impressions shall be deep or raised enough to prevent it from being obscured by subsequent painting of the service sections. The tag shall be attached to a non-removable area of the panel with a high strength, epoxy adhesive, rated with a drying time of not less than five (5) minutes. Other types of adhesives WILL NOT be acceptable. The tag shall not be able to be removed without the use of hand tools. If the main breakers are NOT installed directly adjacent to the meters, BOTH the meter and the main breaker shall be identified with individual labels.

EXAMPLE:



- C. Additional markings or labeling are required when two or more suites are combined/occupied by one tenant. An example: if suites 101 and 102 were combined by one tenant to make a single suite 102, then the "labels", as described below, would be required at the meter and at the disconnects indicating suite 102 is served by 2 meters and associated disconnects.

EXAMPLE:



7. Meter Heights, Clearances and Working Space

Meters shall be located not more than 75 inches and not less than 48 inches above the ground or standing surface when installed outdoors. When installed in a cabinet or indoors in a meter room, the minimum height may be reduced to 36 inches. The meter height is measured to the meter axis (centerline).

3' of clear level working space shall be provided from the face of the meter panel in all meter configurations. If doors are used to provide the 3' working space clearance, they must be able to be secured in the open position.

For clearance and height diagram, see Pages 7.3 and 7.3.1.

III SERVICES 200 AMPS AND BELOW

1. Self-contained Meters Defined

A self-contained meter is capable of carrying the total current and voltage of the electric service supplied to the customer. This type of meter is connected directly to the service entrance conductors when it is plugged into the meter sockets.

2. Self-contained Meter Sockets

Sockets for use with self-contained meters are available in two approved ratings. When connected to properly sized service entrance conductors, the approved standard-duty socket has a nominal capacity of 100 amperes, and the approved heavy-duty socket has a nominal capacity of 200 amperes.

3. Meter Socket Connections

All self-contained meter sockets shall be connected to the service entrance conductors by the contractor. Connection diagrams for the various types of services are shown on Page 7.2.

4. Wire Size Capacity of Self-contained Meter Sockets

Meter sockets shall be equipped with terminals of sufficient size to permit the connection of service entrance conductors without removing any strands of wire.

5. Meter Socket Closing Devices

Meter sockets shall not be equipped with circuit closing or by-pass devices which automatically close when the meter is removed from the socket.

6. Self-Contained Metering Responsibilities

The meter is furnished and installed by Roseville Electric.

Customer's Responsibility	Utility's Responsibility
Purchase and Install EUSERC Approved Enclosure	Purchase and Install Electric Meter *
Purchase and Install Panel Markings	Approve Meter Panel Location
Purchase and Install one 3/4-inch conduit for Automated Meter Reading. (See section II, item 4)	Purchase and Install Automated Meter Reading, if required
Provide one key for Lock Box, if required	Install Lock Box, if required *
Note: * indicates Utility provided items at customer's expense.	

IV SERVICES GREATER THAN 200 AMPS

1. Transformer Rated Meters

When the electrical supply needs of the customer exceed the 200 ampere capacity of the self-contained meter and its heavy duty socket, current transformers which are connected to the service entrance conductors must be used. A transformer rated meter is installed to measure the energy delivered to the

customer. A current transformer capacity multiplier is applied to the billing register on the meter. The current transformers and the meters are furnished and installed by Roseville Electric.

The transformer rated meter, when inserted into its socket, is wired to the current transformer. The current transformers are located in the enclosure behind the meter and test switch panel cover(s).

2. Transformer Rated Meter Sockets

An approved current transformer (C.T.) rated meter socket and enclosure are used with transformer rated meters. The meter sockets and enclosures are furnished and installed by the customer.

3. Dual Meter Socket Required

Panels rated at 1000 amps or above must have a second meter base installed to provide for reactive metering by Roseville Electric in addition to the standard revenue metering base.

4. Transformer Rated Metering Responsibilities

The current transformers, test switches, wiring, and meter are furnished, installed, and connected by Roseville Electric.

Customer's Responsibility	Utility's Responsibility
Purchase and Install EUSERC Approved Enclosure	Purchase and Install Current Transformers *
Purchase and Install Transformer Rated Meter Socket(s)	Purchase and Install Transformer Rated Meter(s) *
Purchase and Install Panel Markings	Purchase and Install Meter Test Block *
Purchase and Install one 3/4-inch conduit for Automated Meter Reading. (See section II, item 4)	Purchase and Install Automated Meter Reading, if required
Provide one key for Lock Box, if required	Install Lock Box, if required *
Note: * indicates Utility provided items at customer's expense.	

V METERING FOR INDIVIDUAL SUITES AND SINGLE (MASTER) METERED BUILDINGS

Each suite shall have a 1) single electric revenue meter with associated main breaker/disconnect or 2) the entire building can be metered with a single meter with associated main beaker/disconnect.

NOTE: Either the whole building is metered with a single meter or the whole building has a minimum of 1 meter for each suite.

Single meter capturing energy consumption of multiple suites shall not be permitted unless the entire building is Master Metered – NO EXCEPTIONS ALLOWED.

The existing meter infrastructure may be used to meter combined suites during a Tenant Improvement project with the following conditions:

1. Developer shall provide and/or pay for all infrastructure and meter upgrade charges to change affected non-modem meters to modem meter.
2. Owner or Property Manager or Tenant shall pay for Phone line infrastructure and monthly phone charges for the duration of the combined suites.
3. The phone line shall be conditioned with no NAT and no LD carrier and must only be for dedicated use by RE for "Totalized" billing.
4. Owner or Property Manager or Tenant shall pay for cost to "Totalize" the energy consumption data for the combined suite meters.
5. Each meter and associated main breaker/disconnect shall be labeled using the following example: if 2 suites (101 and 102) are combined to create a single suite 101, then labels at the meters and associated main breakers/disconnects shall read: "Suite 101 1 of 2" and "2 of 2".
6. All associated main breaker/disconnects of a combined suite shall be adjacent to each other. (NOT separated by other breakers.)

SERVICES RATED 200 AMPS OR LESS - NOTE 2

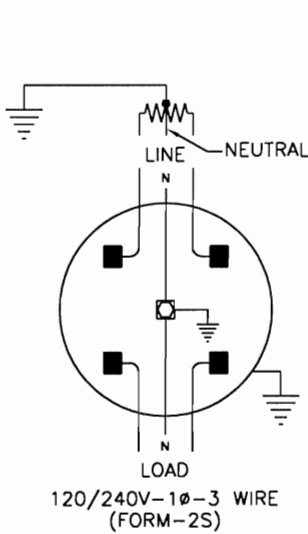


FIG. 1
4 CLIP

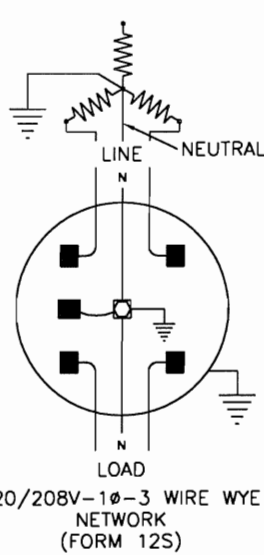


FIG. 2
5 CLIP

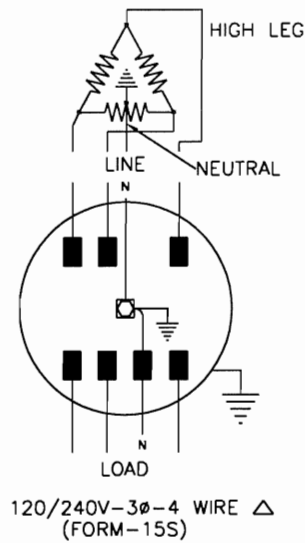


FIG. 3
7 CLIP

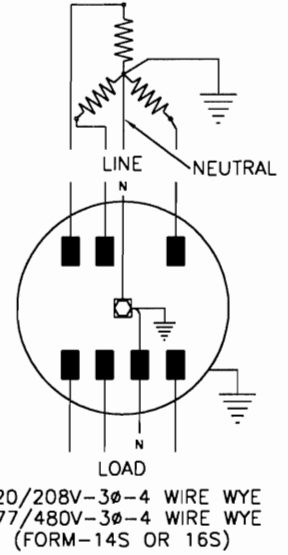


FIG. 4
7 CLIP

SERVICES RATING GREATER THAN 200 AMPS - NOTE 2

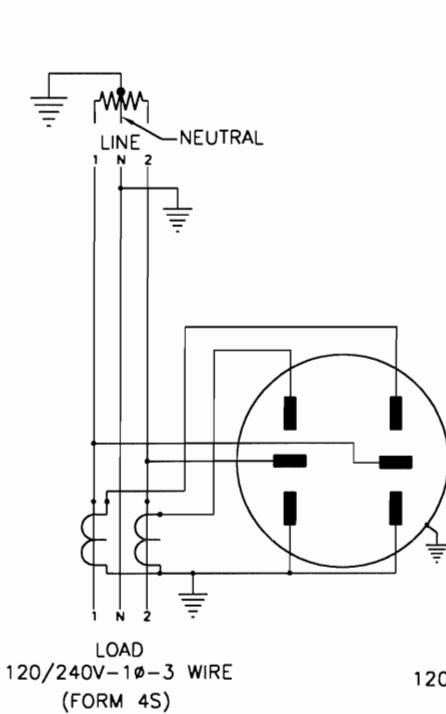


FIG. 5
6 CLIP

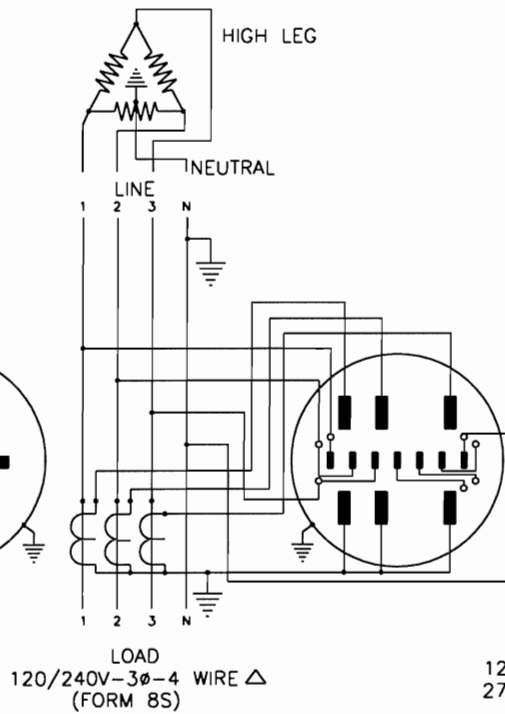


FIG. 6
13 CLIP

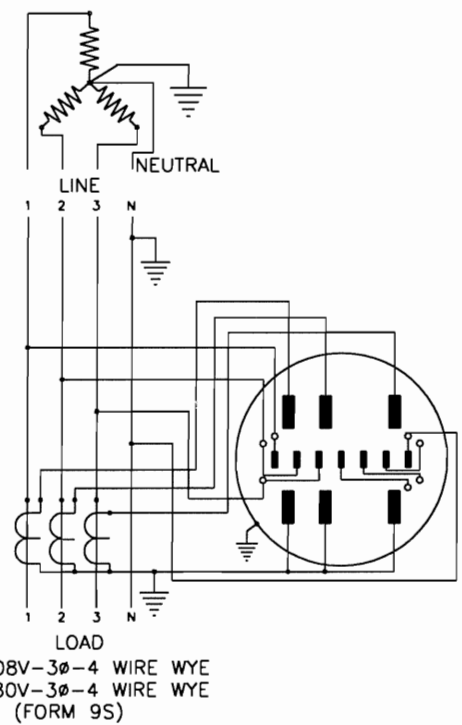
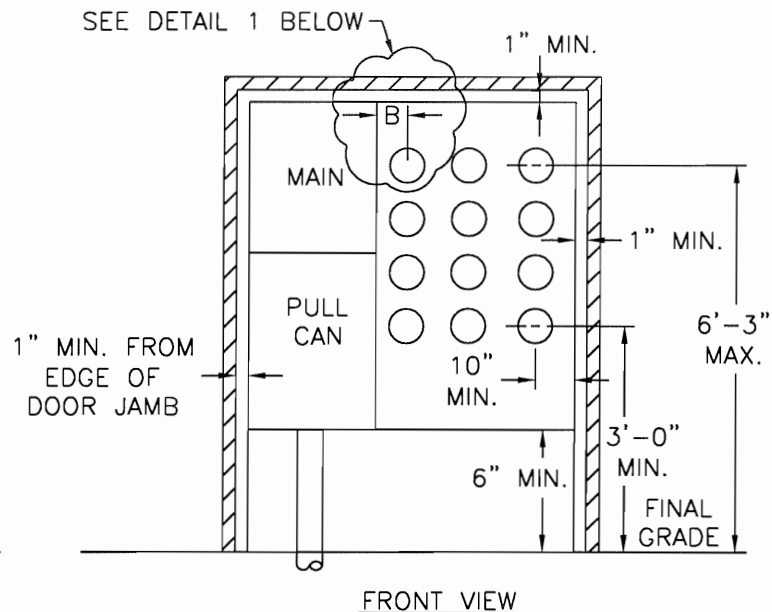
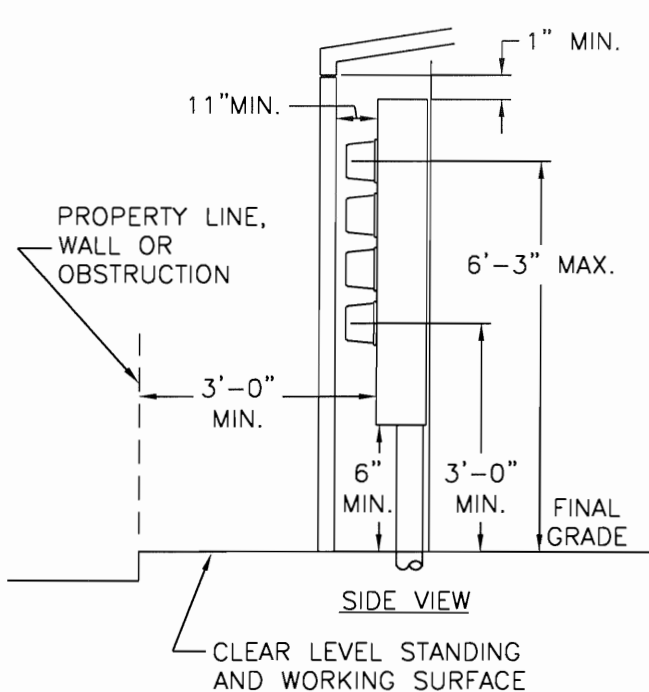
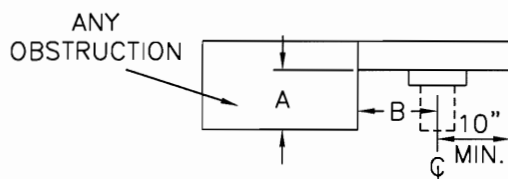
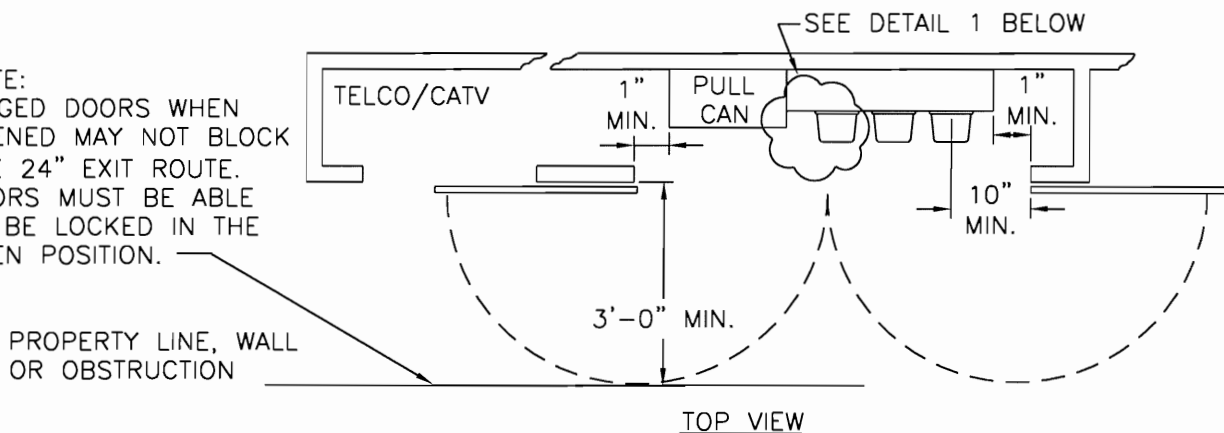


FIG. 7
13 CLIP

- NOTE: 1. ALL COMMERCIAL AND CURRENT TRANSFORMER SERVICES WILL HAVE TEST/BYPASS OR TEST BLOCKS. (NOT SHOWN)
2. A SELF-CONTAINED 320 AMP SERVICE IS PERMITTED FOR RESIDENTIAL ONLY.
3. ALL VIEWS ARE SHOWN FROM THE FRONT.



NOTE:
HINGED DOORS WHEN OPENED MAY NOT BLOCK THE 24" EXIT ROUTE. DOORS MUST BE ABLE TO BE LOCKED IN THE OPEN POSITION.

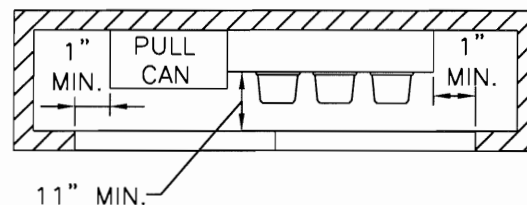


A	B
0" TO LESS THAN 2"	4-1/4" MIN.
2" TO LESS THAN 6"	6-1/4" MIN.
6" OR OVER	10" MIN.

A=DEPTH OF OBSTRUCTION EXTENDING BEYOND FACE OF PANEL

B=DISTANCE FROM Q OF SOCKET TO SIDE OBSTRUCTION

DETAIL 1



HINGED DOORS REQUIRED

TOP VIEW



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(916) 774-5601

ELECTRIC SUPERINTENDENT

POWER ENG. MANAGER

ELECTRONICS MANAGER

REVIEW COMMITTEE

DR. C. MAH

NEW SERVICES MANAGER

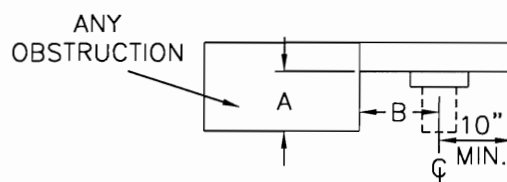
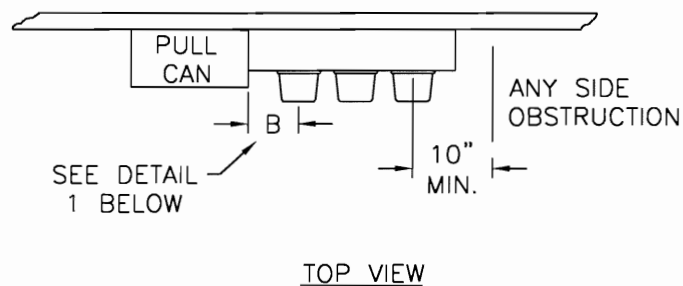
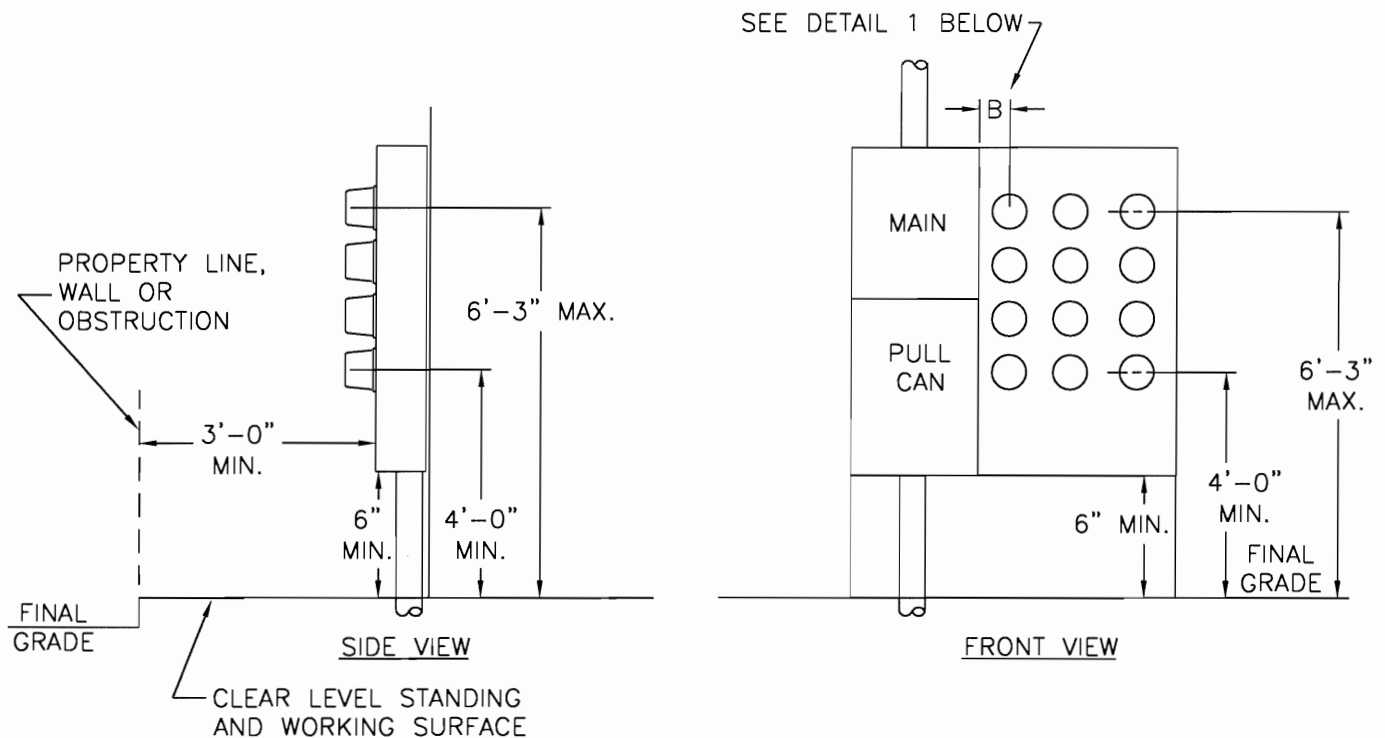
CONSTRUCTION STANDARD

DATE 10-27-04

DR. NO.

PAGE 7.3

ENCLOSED ELECTRIC COMMERCIAL
MULTI-METER INSTALLATIONS



A	B
0" TO LESS THAN 2"	4-1/4" MIN.
2" TO LESS THAN 6"	6-1/4" MIN.
6" OR OVER	10" MIN.

A=DEPTH OF OBSTRUCTION EXTENDING BEYOND FACE OF PANEL

B=DISTANCE FROM ϕ OF SOCKET TO SIDE OBSTRUCTION

DETAIL 1



**Roseville
Electric**

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(916) 774-5601

ELECTRIC SUPERINTENDENT

POWER ENG. MANAGER

ELECTRONICS MANAGER

REVIEW COMMITTEE

DR. C. MAH

NEW SERVICES MANAGER

CONSTRUCTION STANDARD

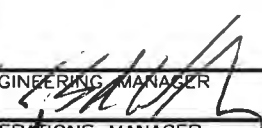
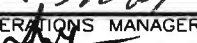
DATE 10-27-04

DR. NO.

PAGE 7.3.1

**OUTDOOR ELECTRIC COMMERCIAL
MULTI-METER INSTALLATIONS**

COMMERCIAL CUSTOMER OWNED INTERCONNECTED GENERATION REQUIREMENTS

ENGINEERING MANAGER 	COMMERCIAL CUSTOMER OWNED INTERCONNECTED GENERATION REQUIREMENTS				CITY OF ROSEVILLE ROSEVILLE ELECTRIC CONSTRUCTION STANDARD	
OPERATIONS MANAGER 						

ROSEVILLE ELECTRIC REQUIREMENTS FOR COMMERCIAL CUSTOMER OWNED INTERCONNECTED GENERATION (COIG)

DEFINITIONS AND ACRONYMS

- COIG Customer Owned Interconnected Generation
- IA Interconnection Agreement
- Customer-Generator The owner/operator of generators interconnected with the electric utility
- COR City of Roseville
- RE “Roseville Electric” is the local public electric utility serving the COR
- BF “Back Feed” which is the flow of electricity from the Customer to RE grid
- PV Photovoltaic (Solar) which is the use of sunlight to generate electricity
- NEM “NET Meter” is a meter that will spin in both directions and display a NET Value
- kWh-DEL Power Delivered to the Customer by RE
- kWh-REC Power Received from the customers COIG by RE
- PM “Production Meter” to measure the total output of the COIG
- PBI Performance based incentive
- MEMP Main Electric Meter Panel
- AC Disconnect Dedicated AC Disconnect to only disconnect the COIG
- BF Breaker Back Feed Breaker is directly connected to the COIG system and is a dedicated AC breaker to only interrupt the COIG
- Sub Panel Load Center
- Combiner Box A junction box used to combine multiple sources of the customer’s power production. No customer load shall be connected to the combiner box.
- ACD Dedicated AC Disconnect is directly connected to the COIG system and is a dedicated AC Breaker to only interrupt the COIG
- NEC National Electric Code
- CEC California Electric Code, the City of Roseville uses the current CEC based on the applicable NEC
- IFC International Fire Code

I. General COIG Requirements

1. COIG is customer owned grid connected electric generator(s) which can have the potential to back feed into the RE power system and can only run in parallel with the Utility if an “Interconnect Agreement” has been signed with RE.
2. All installations of COIG systems must comply, and must be constructed to meet the requirements, terms and conditions listed in the current National, State, RE Rule 21, and RE Construction Standards.
3. Where there is any conflict between the Standards and Rules stated above; the more stringent criteria shall apply.
4. All COIG systems shall be constructed, connected, and labeled as stated/shown below.
5. Examples of COIG are (but not limited to): PV, Wind, Diesel, Gas, Propane, or Biomass.
6. All COIG systems must be connected via BF breaker(s), inside the MEMP. If the MEMP only has room for a Main Breaker, then the generator(s) must be connected to a BF breaker inside a Load

Center (sub panel). The AC BF breaker and/or ACD(s) must NOT be connected to any customer load(s). It must be dedicated to the COIG system only.

7. Line side taps (connections between utility incoming cables and the customer's main breaker) are not allowed. City of Roseville's Roseville Municipal Code Chapter 16.04.410 requires that there is be no more than one disconnect per electrical service.
8. Bus taps (tap connections added to the load side of the main breaker) shall not compromise the Underwriters Laboratory (UL) certification of the existing switchgear, or the ratings and withstand capabilities of the service panel. The customer and installer are fully responsible for any switchgear modifications and potential problems, hazards, or de-ratings that may occur in the future as a result of the modifications. RE may require the customer to provide verification of UL compliance for switchgear modifications by one of the following methods:
 - a. A document from the manufacturer of the existing panel indicating that the proposed modification or connection to the panel does not compromise the UL rating of the panel.
 - b. A Nationally Recognized Testing Laboratory certification of the proposed modification or connection to the switchgear's load side bus.
9. Customer should not lose any load if the BF breaker(s) and/or the ACD(s) are "opened" (turned off).
10. AC combiner boxes shall be dedicated to combining the generators output only and cannot be used as a load center to feed any customer load(s)
11. Maximum rating (amps) of the main breaker cannot exceed the maximum capacity of the Electric Meter on the MEMP.
12. COIG production shall not to exceed 100% of the customer of records previous 12 month kWh consumption or peak kW demand usage.
13. All commercial panels must meet RE acceptability pages as shown at www.EUSERC.com.
14. Devices MEMP, BF Breaker(s), ACD(s) and the PM panel shall be installed within a maximum of 10 feet from MEMP as close to each other as possible within these parameters); and all devices shall be within direct line of sight of the MEMP.
15. All devices shall be reasonably accessible at all times (24 hours a day, 365 days year) to appropriate City of Roseville personnel per the Roseville Municipal Code Chapter 14.24.200 Letter I.
16. Any deviation from these specifications shall be submitted to Roseville Electric and approved prior to construction or installation.
17. Discrepancies between the diagrams and the actual final installation, as built, may be cause for rejection during the final testing, inspection, and net meter installation. A rejection means making the necessary corrections, rescheduling the final testing, inspection, and net meter installation, and possibly resulting in a significant delay in activating the system.

II. Certified Components or Systems

1. All components of the COIG system must be certified by a nationally recognized testing laboratory(s). It is the responsibility of the owner/operator to provide evidence of such compliance.
2. The inverters must meet the requirements of UL 1741.

III. Metering:

1. **"Net" Meter (NEM):** A NEM shall be installed on all qualifying COIG systems. A NEM is able to measure in both directions and will display the "NET" value (kWh-DEL minus any kWh-REC). A NEM read greater than the previous billing cycle means the Customer is a net consumer of electricity from RE. A NEM read less than previous billing cycle means the Customer is a net generator of electricity and delivered more power to RE than they consumed. The NEM meter and NEM panel infrastructure cost is the responsibility of the owner/operator.

2. **“Production” Meter (PM):** RE requires all commercial COIG systems to have a PM panel/infrastructure installed to measure 100% of the generation output. The PM will spin in one direction only. The PM meter cost is the responsibility of the Utility and PM panel infrastructure cost is the responsibility of the owner/operator. For systems over 250kW, the owner/operator must provide to RE, a dedicated IP address and/or a dedicated telephone line (as determined by RE) as long as the Interconnection Agreement (IA) is in effect.

The RE production meter (PM) location shall be located adjacent (a maximum of 10 feet) to the existing RE service meter. All other location requirements, grounding requirements, and clearance requirements for the RE production meter shall meet the same standards for a typical RE service meter installation (RE Commercial Low Voltage Service and Metering Requirements).

RE will consider a request for an alternate PM location in the rare situation where locating adjacent to the existing service meter is truly impractical. The request for an alternate PM location shall be obtained prior to construction.

3. **Performance Based Incentives (PBI) Meter:** An owner/operator applying for Performance Based Incentives (PBI) for electric generation systems covered by AB920 (Solar and Wind) are required to have a meter installed to measure the actual kWh production from all portions of the total solar/wind electric generation(s). RE will require all PBI systems to have a PBI meter panel/infrastructure installed to measure 100% of the output of the generation. PBI meters will spin in one direction only. The PBI meter will be used to capture the PBI data. The PBI meter and associated metering infrastructure costs are the responsibility of the owner/operator. The owner/operator must provide to RE, a dedicated IP address and/or a dedicated telephone line for the term of the incentive agreement to allow a remote read by RE of this PBI meter used to gather PBI data. PBI data/PM meters are required under the following circumstances:
 - a. Where the total capacity of the solar electric generation system installed has a CEC AC capacity rating greater than or equal to 10kW, but no greater than 100kW, and a PBI is requested from RE.
 - b. Where the total capacity of the solar electric generation system installed has a total CEC AC capacity rating greater than 100kW, and the first 100kW must be separately metered for a PBI.
4. **Phone Line:** For all COIG systems 250kW and larger, the owner/operator must provide RE access to a dedicated IP address and/or a dedicated analog phone line. The phone line may not go through a switchboard or be shared with other devices or uses. It must be analogue and conditioned with no NAT and no LD carrier.

IV. Western Area Power Administration (WAPA)

RE receives 100% of its power transmission service from WAPA. As a result, RE is subject to specific regulations and conditions per RE's agreements with WAPA. Based upon these agreements, all owner/operator interconnection requests are subject to the stipulations and requirements of these existing RE/WAPA agreements, and any future agreements. Such conditions may include (but are not limited to):

1. WAPA design and interconnection review of the owner/operator's project
2. WAPA metering standards
3. WAPA metering telemetry and communication standards

An assessment of WAPA oversight will be part of the RE interconnection process. It is highly recommended that owner/operators proposing interconnections in excess of 1 MW contact RE at the earliest possible convenience to begin assessment and discussion.

All systems may require an engineering study by RE as per Rule 21.

V. AC Disconnect(s) (ACD) and Back Feed (BF) Breaker(s)

The ACD and the BF Breakers shall be dedicated to turn off and lock-out the COIG system only (without turning off any other customer loads). The ACD device(s) installed shall be a "visible open" blade type device, meaning that you must be able to see an air gap between the trailing edge of the moving contact and the stationary contact to visually verify the connection has been broken. All ACD devices shall be individually lockable in the OPEN/OFF position and shall be "Load Break" rated.

VI. Labeling

All interconnected generation systems shall have special labels placed on the required panels and disconnects. All labeling requirements shall be based on the individual type of generation systems being installed. Example: A Solar Electric COIG system must have the labels "SOLAR ELECTRIC".

- All Labels must be made per UL 969 specifications with WHITE lettering on RED background. Letters shall be a minimum 1/4" high.

NOTE: Per UL969, labels must be made of a type of material that is durable, adhesive, reflective, weather resistant, and is suitable for its environment. All hand written items on the labels must be as durable and long lasting as the preprinted items on the labels.

COIG Labels are derived from the following Codes and Standards.

The National Electrical Code (NEC), "Interconnected Electric Power Production Sources" has expanded, and contains some significant changes to NEC Articles 690 and 705. All latest codes adopted by the City of Roseville shall apply including the International Fire Code (IFC). These Code Articles apply to any power-production system connected to the utility through an inverter, regardless of the energy source - examples include generators, PV systems, wind turbines, and fuel cells. Some of the general requirements are that interactive systems shall be labeled. It is the responsibility of the owner/contractor to verify all codes, listed or not, are the most current codes applicable.

NEC 690.10: Stand-Alone systems and their labels.

NEC 690.14.C.2. and 690.1(C)(2) and IFC-605: Prefer the word "MAIN"

NEC 690.15 and 705.21: If equipment is energized from more than one source, the disconnecting means must be grouped and identified.

NEC 690.15.A and 705.70: Grid Tied invertors in non-readily accessible locations.

NEC 690.35.F: A power Source shall be labeled at each junction box, combiner box or disconnect, and device where energized circuits may be exposed during service.

NEC 690.53: Must provide system voltages and currents.

NEC 690.54: All Interactive points of interconnection with other sources shall be marked at an accessible location at the disconnecting means as the power source with the rated AC output current and the nominal AC operating voltage.

NEC 690.55: Systems employing energy storage shall also be marked with Maximum operating voltages including any equalization voltage and the polarity of the grounded circuit conductor (NEUTRAL). Place this label on the Battery system Charger AC Disconnect.

NEC 690.64: Systems containing overcurrent devices in circuits supplying power to a buss bar or conductor supplied from multiple sources shall be marked to indicate presence of all sources (back-fed).

NEC 690.64 and 705.10 and 705.12.D.(3)(4): Equipment containing overcurrent devices in circuits supplying power to a buss bar or conductor supplied from multiple sources shall be marked to indicate the presence of all sources. Typically used on breaker panels and can be used on AC Disconnects with multiple sources.

NEC 690.8 and 705.60: Circuit Sizing

NEC 690.9 and 705.65: Overcurrent protection

NEC 705.80: Interactive systems with energy storage.

NEC 705.12.D.7: Labels must be placed to warn against moving or replacing the overcurrent devices to another location or changing the overcurrent device size and/or type.

Other Codes

IFC 605.11.1.4: Caution Label to indicate Solar Circuit. Fire Dept. Requirement.

OSHA 1910.45 and ANSI Z535: The word "WARNING" must be at least 50% taller and the remainder of the letter must be a minimum of 0.12" tall on a warning label.

OSHA 1910.45 and ANSI Z535: The height of the characters must be readable at a safe distance. They also recommend use of safety alert symbols where applicable.

UL 969: Labels must be made of durable, adhesive, reflective, weather resistant, and suitable for the environment type material. All hand written items on the labels must be as durable and last as long the labels without fading.

COR City of Roseville: Requires minimum 1/4" high lettering Example: if the words "ELECTRIC SHOCK HAZARD" would be minimum 1/4" tall, and the word "WARNING" must be at least 1/2" tall.

VII. Equipment Placement and Connection Diagrams for MEMP, NEM, Load Center, ACD(s), PM(s)

1. For all systems the COIG generator will connect to an AC Disconnect which will connect to a PM meter panel and a second AC disconnect before connecting to the BF breaker either in the MEMP or the Load Center, if the MEMP has only room for the Main breaker.
2. All metering shall be done at the service voltage provided by RE to the customer. In extreme cases, RE may allow the PM metering to be accomplished at a different voltage level.
3. A dedicated IP address and/or a dedicated phone line will be required for PM and PBI incentive based COIG Systems and for systems requiring real-time monitoring.
4. For connection diagrams, refer to the pages below.

VIII. Primary Voltage Services (12kV or Greater)

Primary voltage services (12kV or greater) are typically utilized by large customers or by customers that have a campus-style electrical system. For these types of installations, the COIG is typically installed on a panel fed by a customer's stepdown transformer (see page 7.4.13). This becomes extremely difficult to comply with the "one single disconnect at the point of common coupling (PCC)" requirement. Roseville Electric's main intent is to have the ability to remove the generation from its distribution system safely. To this extent, RE and the customer shall agree to use the customer's "**rackable**" main circuit breaker to provide the disconnecting means when it is necessary to remove the generation from RE's distribution system. The following are the requirements:

1. Facility shall have a main circuit breaker that can be opened and racked-out by the customer. RE's clearance policies allows a clearance to be taken at a customer's circuit breaker when RE can take control over that circuit breaker. Control by RE would be accomplished by RE witnessing that the circuit breaker was racked out and RE applying a lock and safety tag.
2. The customer shall agree, when required by RE, to disconnect the COIG by opening and racking out the circuit breaker. As a result, the customer may also experience an outage to their facility. The customer shall provide a letter, on their company letterhead, confirming agreement with these requirements.

Restrictions: For the facilities where the option of using the main breaker for purpose of disconnecting the generating facility COIG is not available or undesirable; therefore, the customer shall install a single visible open and lockable disconnect device as required by Rule 21, and this standard, near the point of common coupling and on a single disconnecting device.

The single-line diagrams shown on pages 7.4.11 through 7.4.14 are typical placement and connections for various types and sizes of the COIG systems approved by RE to be installed in its territory. If a proposed system is not shown in the typical single line diagram(s), contact Roseville Electric for pre-approval prior to submitting for permit or purchasing equipment.

ROSEVILLE ELECTRIC METERING REQUIREMENTS FOR COIG SPECIFIC TO: COMMERCIAL SOLAR ELECTRIC GENERATION

1. GENERAL

Every Commercial Solar Electric installation that will be interconnected in parallel with RE, must meet all of the following requirements:

- a. All the requirements as stated in the RE Construction Standards;
- b. All the requirements as stated in the RE Rule 21;
- c. *RE Solar Energy (PV) Program Guidebook*.
- d. Terms and conditions as listed in the current Standards, such as State and National standards;

Any conflict between the Standards and Rules stated above shall be resolved by Roseville Electric with their interpretation of the Standards and Rules. Where there is any conflict between the Standards and Rules stated above; the more stringent criteria shall apply.

The RE Solar Electric Program Coordinator shall be contacted regarding all proposed solar electric projects. Early and timely contact with the RE Program Coordinator helps facilitate a smooth interconnection process. Some RE distribution feeders have achieved high levels of solar electric system penetration, so early contact with the RE Solar Electric Program Coordinator may also prevent unnecessary solar electric system redesigns requested by RE of the applicant.

California law requires that energy efficiency be addressed as part of some commercial solar electric installations. See the *RE Solar Energy (PV) Program Guidebook* for details.

The *RE Solar Energy (PV) Program Guidebook (Handbook)* can be found at: www.roseville.ca.us/BusinessSolar. System ratings must be calculated through the California Energy Commissions' CSI Standard PV Calculator which can be found at: www.csi-epbb.com.

This calculator must be used to determine the proposed solar electric system's AC watt capacity size and kWh generation output whether or not an incentive is requested.

All systems must be designed, constructed and commissioned per RE Rule 21 and RE Construction Standards and Specifications. Failure to do so may result in RE prohibiting parallel interconnection.

2. Certified Components List for Systems Specific To SOLAR ELECTRIC

A nationally recognized testing laboratory must certify all flat plate solar electric modules and inverters. The modules must meet the requirements of the Underwriters Laboratory (UL) Standard 1703. The inverters must meet the requirements of UL 1741. The solar electric (PV) generation system must use components that are listed on the California Energy Commission's (CEC) list of "Eligible Equipment", as found on the CEC's website, to meet this requirement.

3. Net (NEM) and Production Metering (PM) Specific To SOLAR ELECTRIC

See requirements stated in Section III above and attached drawings.

4. Utility Required Dedicated AC Disconnect(s) and Back-feed Breaker(s) Specific To SOLAR ELECTRIC

See requirements stated in Section V above and attached drawings.

5. Labeling Specific To Solar Electric

All Solar Electric (PV) generation systems must have special labels specific to Solar Electric. See requirements stated above and the labels shown on page 7.4.14.

See codes listed in Section VI above for associated labels and verbiage. Examples of labels can be found at <http://www.hellermanntyton.us/Literature.aspx> Solar Capabilities Catalog; these examples can be adapted to all types of COIG.

6. Interconnection Only Systems

- a. All Solar Electric Systems NOT receiving PBI's from RE: RE requires that a single production meter and associated dedicated PV Breaker and AC Disconnects are required to measure all power produced.
- b. Owner/Operator shall supply and install all infrastructure for the RE supplied production meter.
- c. For any system 250kW and greater, the owner/operator shall provide RE access to a dedicated IP address and/or a dedicated analog phone line. The phone line may not go through a switchboard or be shared with other devices or uses. It must be analogue and conditioned with no NAT and no LD carrier.

7. PBI Systems

RE does not pay commercial solar customer for over kWh production. Customer accounts may receive a credit on a month to month basis for over production throughout their 12 month yearly cycle, but will not be trued up at the end of the calendar year. All over production credits will be voided at the end of the every 12 month cycle.

All commercial Solar Electric System less than 10kW per the CEC-AC Rating and receiving a rebate incentive from RE are required to install an Estimated Production Based Incentive (EPBI) meter. The owner/operator shall be responsible for the EPBI infrastructure and metering cost. The application process for all solar incentives can be found in the RE Solar Energy Programs Guidebook.

All commercial Solar Electric Systems greater than 10kW and less than 100kW per CEC-AC Rating and receiving PBI from RE are required to install a PBI meter. The owner/operator shall be responsible for the PBI infrastructure and metering cost. The application process for all solar incentives can be found in the RE Solar Energy Programs Guidebook.

All commercial Solar Electric Systems greater than 100 kW per the CEC-AC Rating, and receiving a PBI (up to 100kW) from RE, are required to be split into two independent sub-systems. The application process for all new solar electric incentives can be found in the RE Solar Energy Program Guidebook.

Sub-system #1

- a. Will consist of no more than 100 kW CEC-AC Rating
- b. This system receives the PBI, paid over time, per the terms of the interconnection and the *RE Energy (PV) Program Guidebook*.
- c. Shall have a separate CEC-AC Rating for this portion of the installation.

- d. Provide a PBI meter with a dedicated phone line for the transmission of performance kWh data, for the duration of the PBI incentive agreement, to be used in the incentive calculation by Roseville.

Sub-system #2

- a. Will consist of the remaining balance of the installed kW and shall have a separate CEC-AC Rating for this portion of the installation.
- b. Provide a production meter (with a dedicated phone line for systems totaling more than 250kW) for the transmission of performance kWh data for Roseville Electric.

Both Systems

- a. Integrate the design of the meters and phone conduits into the system design, per Roseville Electric Rules and Regulations.
- b. May require additional “totalizing” equipment to measure kWh production from both systems.
- c. Owner/Operator shall pay for all infrastructure costs.
- d. Phone_Line: For business customers requesting PBI for systems rated from 10kW to 100kW per the CEC-AC rating, the owner/operator shall provide RE access to a dedicated IP address and/or a dedicated analog phone line. The phone line may not go through a switchboard or be shared with other devices or uses. It must be analogue and conditioned with no NAT and no LD carrier. The phone line must be available throughout the length of the incentive payment term. It is used for the transmission of production/performance kWh data for the quarterly PBI incentive payment.

WARNING!
DUAL POWER SUPPLY
SOLAR ELECTRIC SYSTEM

L1

THIS TAG TO BE ATTACHED TO METER
PANEL & OPTIONAL LOAD CENTER

WARNING!
DUAL POWER SUPPLY SOLAR
ELECTRIC SYSTEM DISCONNECT
(1 OF _)

L2

THIS TAG TO BE ATTACHED TO ALL
PV DISCONNECT DEVICE(S)

WARNING!
DUAL POWER SUPPLY SOLAR
ELECTRIC SYSTEM DISCONNECT
(2 OF _)

L2

THIS TAG TO BE ATTACHED TO ALL
PV DISCONNECT DEVICE(S)

CAUTION:
SOLAR ELECTRIC CIRCUIT

L3

THIS TAG TO BE ATTACHED TO AC
& DC CIRCUIT EQUIPMENT

CRITICAL
LOAD DISCONNECT

L4

THIS TAG TO BE ATTACHED TO
BATTERY BANK DISCONNECT

WARNING!
DUAL POWER SUPPLY SOLAR
ELECTRIC SYSTEM CRITICAL LOAD
MUST BE DISCONNECTED SEPARATELY

L5

THIS TAG TO BE ATTACHED TO METER PANEL

WARNING!
DUAL POWER SUPPLY
2 - SOLAR ELECTRIC SYSTEMS
2 - DISCONNECT DEVICES

L6

THIS TAG TO BE ATTACHED TO METER PANEL

LABELS L2 AND L4 SHALL BE SUPPLIED AS DESCRIBED BELOW:

- LABELS SHALL BE MADE OF RED PLASTIC MATERIAL WITH ENGRAVED WHITE LETTERS.
- LETTERS SHALL BE A MINIMUM 3/8" IN SIZE.

ALL LABELS:

- THE LABELS SHALL BE PERMANENTLY ATTACHED TO THE APPROPRIATE PANEL.
- AC & DC CONDUIT, RACEWAY, ENCLOSURES, CABLE ASSEMBLIES AND JUNCTION BOXES SHALL BE RED BACKGROUND MATERIAL WITH WHITE LETTERING MADE OF DURABLE ADHESIVE, REFLECTIVE, WEATHER RESISTANT MATERIAL SUITABLE FOR THE ENVIRONMENT PER UL 969; TO ALERT FIRE SERVICE TO AVOID CUTTING THEM OFF.
- LABELS SHALL LIST THE TYPE OF GENERATION INSTALLED, EXAMPLE ABOVE IS SHOWN FOR A SOLAR INSTALLATION. REFER TO TAGGING SPECIFICATION FOR MORE INFORMATION.
- OTHER LABELS REQUIRED SHALL MEET THE CEC/NEC REQUIREMENTS, SEE SECTION IV OF THIS SPECIFICATION.



Roseville Electric

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG. TECH. SUPERVISOR

REVIEW COMMITTEE

DR.

DATE

DR.NO.

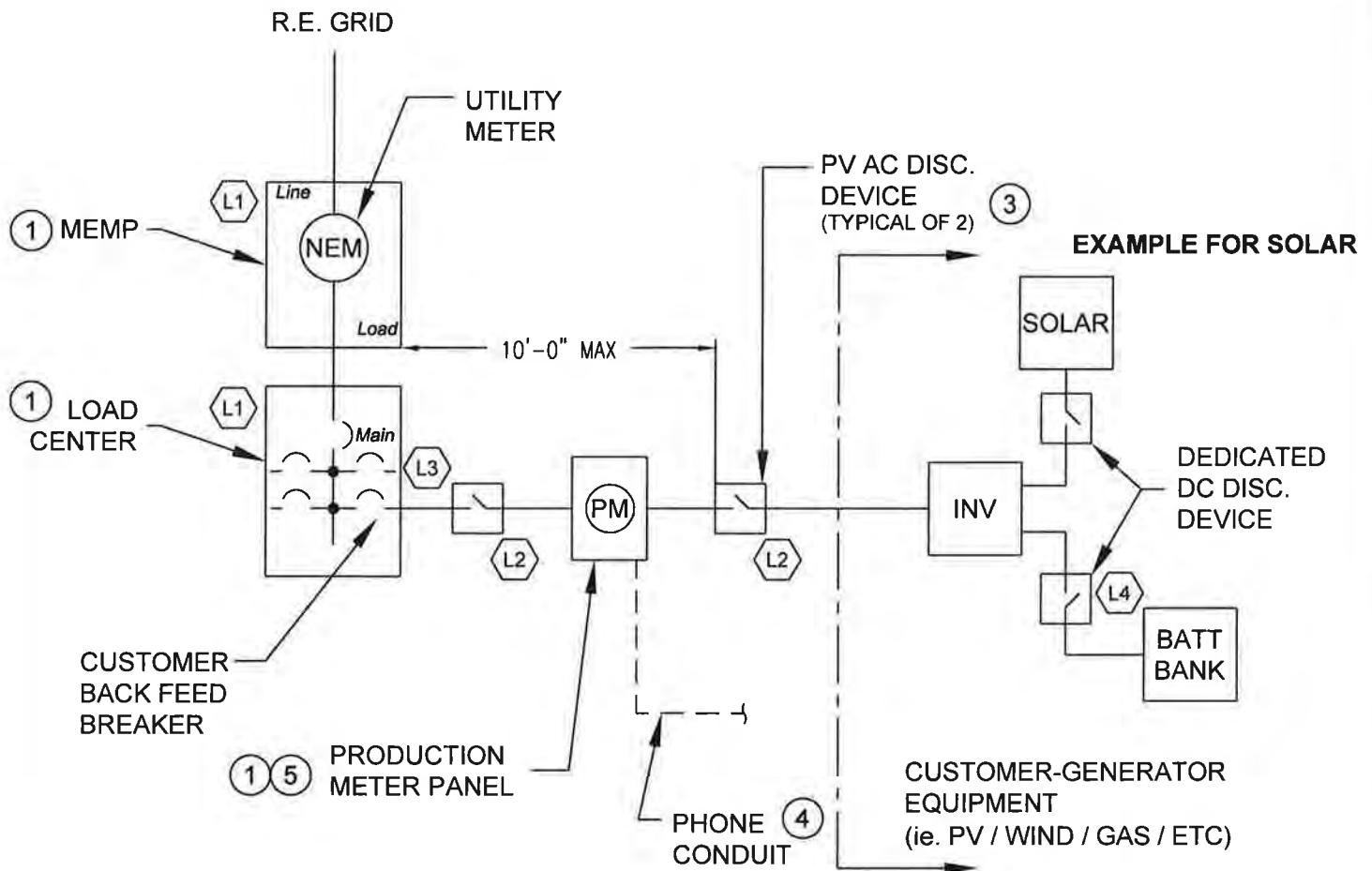
M.L.

04/13/2016

CONSTRUCTION STANDARD

PAGE 7.4.10

COMMERCIAL DISTRIBUTIVE GENERATION
METERING LABEL REQUIREMENTS



NOTES:

1. SERVICE ENTRANCE AND PRODUCTION METER PANELS SHALL MEET CEC/NEC AND THE CITY OF ROSEVILLE ACCEPTABILITY PAGES AS PUBLISHED BY EUSERC AT WWW.EUSERC.COM.
2. ALL ELECTRICAL MUST MEET CITY OF ROSEVILLE BUILDING AND MUNICIPAL CODES.
3. DEDICATED PV AC DISCONNECTS MUST BE ABLE TO BE LOCKED IN OFF POSITION WITH A VISIBLE OPEN. AC DISCONNECTS SHALL BE IN DIRECT LINE OF SIGHT TO THE NEM.
4. 3/4" CONDUIT WITH 2-PAIR PHONE LINE TO MAIN TELEPHONE BACKBOARD, REQUIRED FOR ALL SYSTEMS 250kW AND GREATER.
5. METER SOCKET AND ASSOCIATED EQUIPMENT SHALL BE SUPPLIED AND INSTALLED BY OWNER/OPERATOR FOR ROSEVILLE ELECTRIC SUPPLIED PRODUCTION METER, REQUIRED FOR ALL GENERATION.
6. SEE PAGE 7.4.10 FOR LABEL DESIGNATIONS (L1, L2, ETC).

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG. TECH. SUPERVISOR

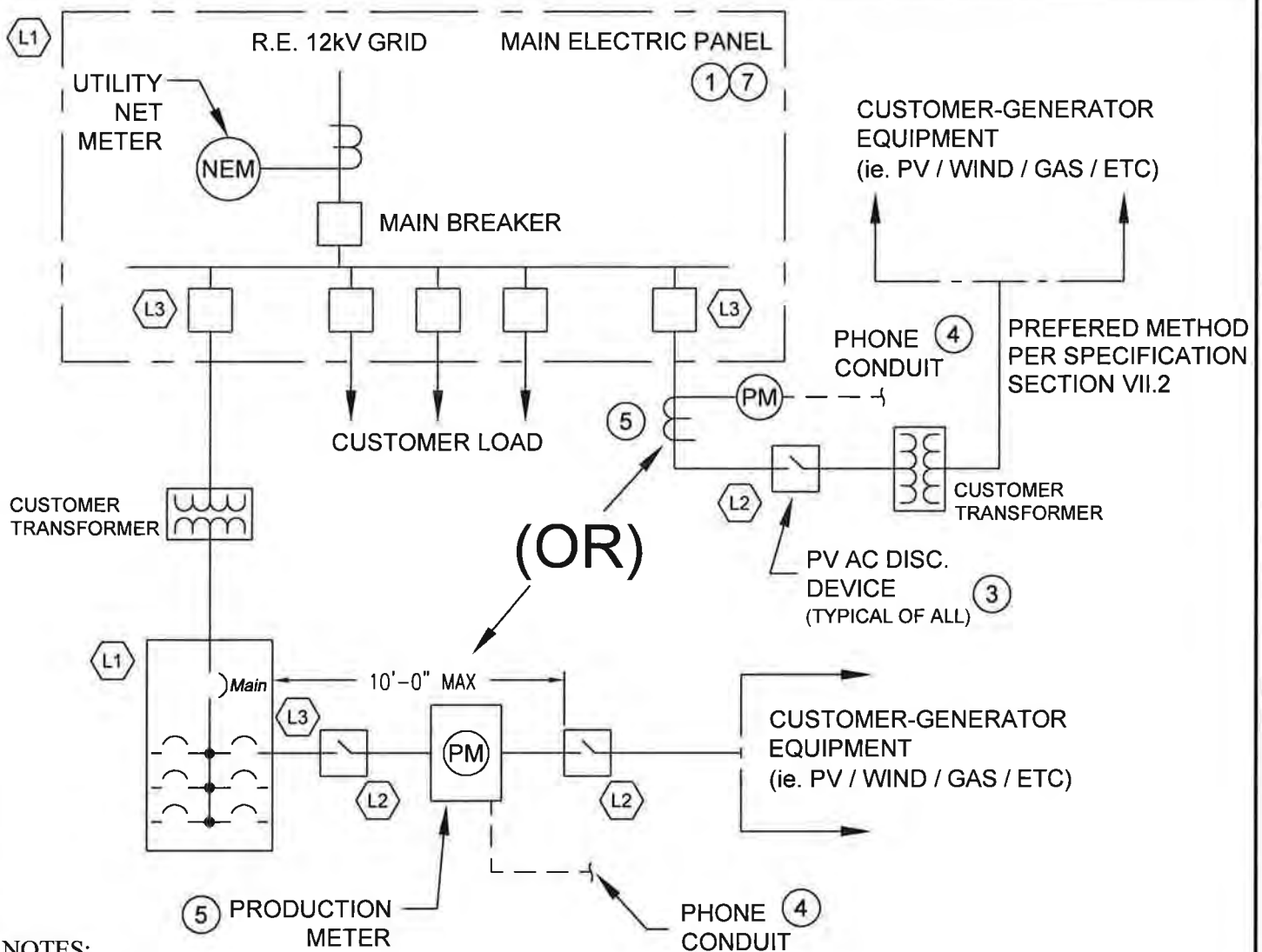
TYPICAL INTERCONNECTION SINGLE LINE FOR COIG SYSTEMS WITH BATTERY BACK-UP

REVIEW COMMITTEE

DATE **04/13/16**

**CITY OF ROSEVILLE
ROSEVILLE ELECTRIC
CONSTRUCTION STANDARD**

DR.NO. **PAGE 7.4.12**



NOTES:

- SERVICE ENTRANCE AND PRODUCTION METER PANEL SHALL MEET CEC/NEC AND THE CITY OF ROSEVILLE ACCEPTABILITY PAGES AS PUBLISHED BY EUSERC AT WWW.EUSERC.COM.
- ALL ELECTRICAL MUST MEET CITY OF ROSEVILLE BUILDING AND MUNICIPAL CODES.
- ALL DEDICATED DISCONNECTS MUST BE ABLE TO BE LOCKED IN OFF POSITION WITH A VISIBLE OPEN.
- 3/4" CONDUIT WITH 2-PAIR PHONE LINE TO MAIN TELEPHONE BACKBOARD, REQUIRED FOR ANY SYSTEM 250kW AND ABOVE.
- METER SOCKET AND ASSOCIATED EQUIPMENT TO BE SUPPLIED AND INSTALLED FOR ROSEVILLE ELECTRIC SUPPLIED PRODUCTION METER, REQUIRED FOR ALL GENERATION.
- FOR INSTALLATIONS OF PBI METER, PLEASE REQUIREMENTS ON PAGE 7.4.14.
- SEE PAGE 7.4.10. FOR LABEL DESIGNATIONS (L1, L2, ETC).
- FOR PRODUCTION METER LOCATED NOT ADJACENT TO UTILITY NET METER, OWNER/OPERATOR SHALL PROVIDE AN AREA MAP AT THE MAIN ELECTRIC PANEL SHOWING THE LOCATION OF THE PRODUCTION METER.

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG. TECH. SUPERVISOR

TYPICAL INTERCONNECTION SINGLE LINE FOR PRIMARY SERVICE VOLTAGE (12KV OR GREATER) CONNECTIONS

VR MSM LN ME HZ CM RW

REVIEW COMMITTEE

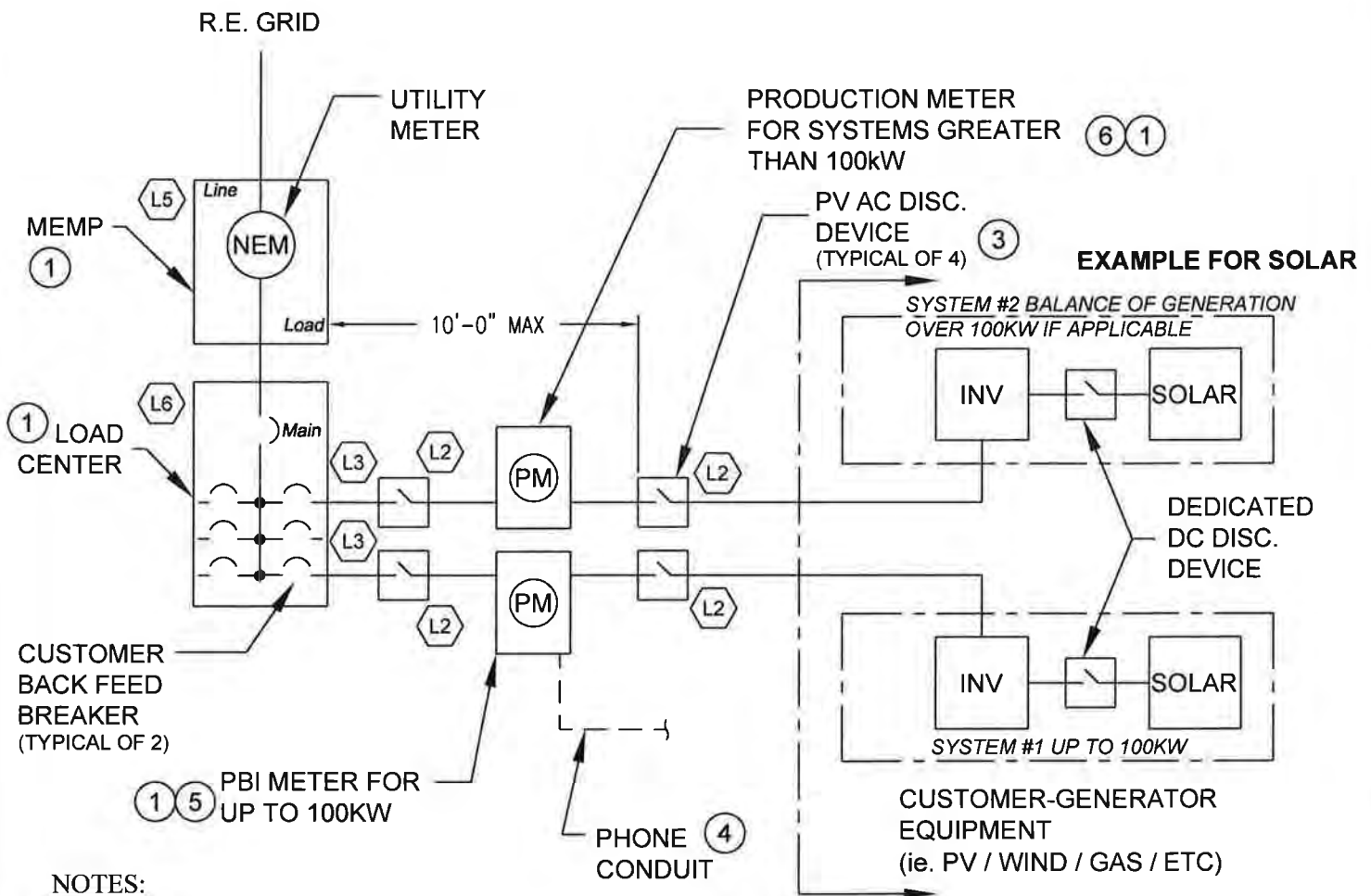
DATE

04/13/16

CITY OF ROSEVILLE
ROSEVILLE ELECTRIC
CONSTRUCTION STANDARD

DR.NO.

PAGE 7.4.13



SECONDARY BOX SPECIFICATIONS

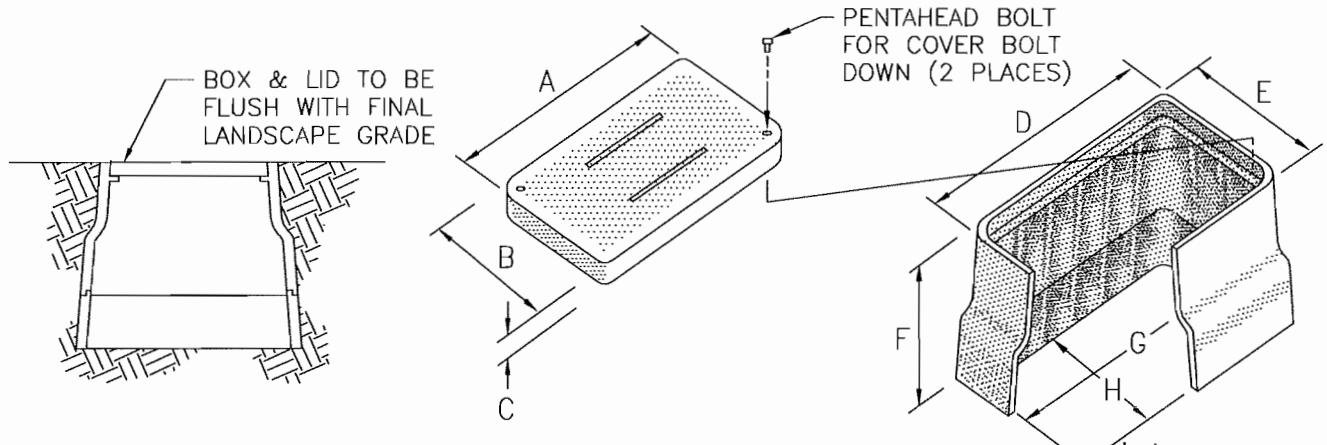
1. LID TO HAVE TWO (2) PENTAHEAD LOCK DOWN BOLTS. BOLTS ARE TO BE #16-3/8" x 2 1/4" x .834 HEAD INCHES OR CORROSION RESISTANT 1/2"-6 x 2 1/2" PENTA HEAD COIL BOLTS.
2. LID TO BE MARKED "ROSEVILLE ELECTRIC".
3. TRAFFIC LID RATED H-20 TO BE USED IN ALL TRAFFIC AREAS.
4. BOX AND LID TO BE FLUSH WITH FINAL GRADE.
5. ONLY THOSE BOXES LISTED IN THIS SPEC ARE APPROVED FOR INSTALLATION BY OR FOR THE CITY OF ROSEVILLE ELECTRIC DEPARTMENT.

13"Wx24"Lx18"D STANDARD #30 BOX AND LID DIMENSIONS

MANUFACTURER	CATALOG NO.	LID DIMENSIONS			BOX DIMENSIONS				
		A	B	C	D	E	F	G	H
CDR SYSTEMS	PB10-1324-18 BOX				25.25	15.75	18.00	29.50	20.00
	PC10-1324-02 ITC LID								
	PC12-1324-02 FTC LID	23.25	13.75	2.00					
REPLACON PRODUCTS	RP1324-18IT BOX				24.50	15.25	18.00	27.75	18.50
	RP1324 ITC LID RP1324								
	FTC LID	23.12	13.75	2.00					
QUAZITE PRODUCTS	PE 1324 Z 505 BOX				24.625	15.125	18.00	29.00	19.50
	& LID ASSEMBLY INCIDENTIAL H-10	23.375	13.875	2.00					
ARMORCAST PRODUCTS	A6001946X18 BOX				25.375	15.875	18.00	27.50	18.125
	A6001866 ITC LID								
	A6001969 FTC LID	23.25	13.75	2.00					

17"Wx30"Lx18"D LARGE #36 BOX AND LID DIMENSIONS

CDR SYSTEMS	PB10-1730-18 BOX				32.50	19.50	18.00	36.75	23.75
	PC10-1730-02 ITC LID								
	PC12-1730-02 FTC LID	30.50	17.50	2.00					
REPLACON PRODUCTS	RP1730-18IT BOX				32.50	19.50	18.00	36.50	23.50
	RP1730 ITC LID RP1730								
	FTC LID	30.37	17.50	2.00					
QUAZITE PRODUCTS	PE 1730 Z 504 BOX &				32.125	19.00	18.00	37.00	24.00
	LID ASSEMBLY INCIDENTAL H-10	30.625	17.625	2.00					
ARMORCAST PRODUCTS	A6001640X18 BOX				32.75	19.625	18.00	37.00	24.00
	A6001643 ITC LID								
	A6001947T FTC LID	30.50	17.50	2.00					



**Roseville
Electric**

Reliable Energy • Dependable Service
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ELECTRIC SUPERINTENDENT

POWER ENGINEER

ELECTRONICS MANAGER

REVIEW COMMITTEE

DR. NEB

NEW SERVICES MANAGER

DATE 7/24/06

DR. NO.

PAGE 8.1

CONSTRUCTION STANDARD

**SECONDARY SERVICE BOX SPECIFICATIONS
STANDARD AND LARGE BOX**

STREET LIGHTING BOX SPECIFICATIONS

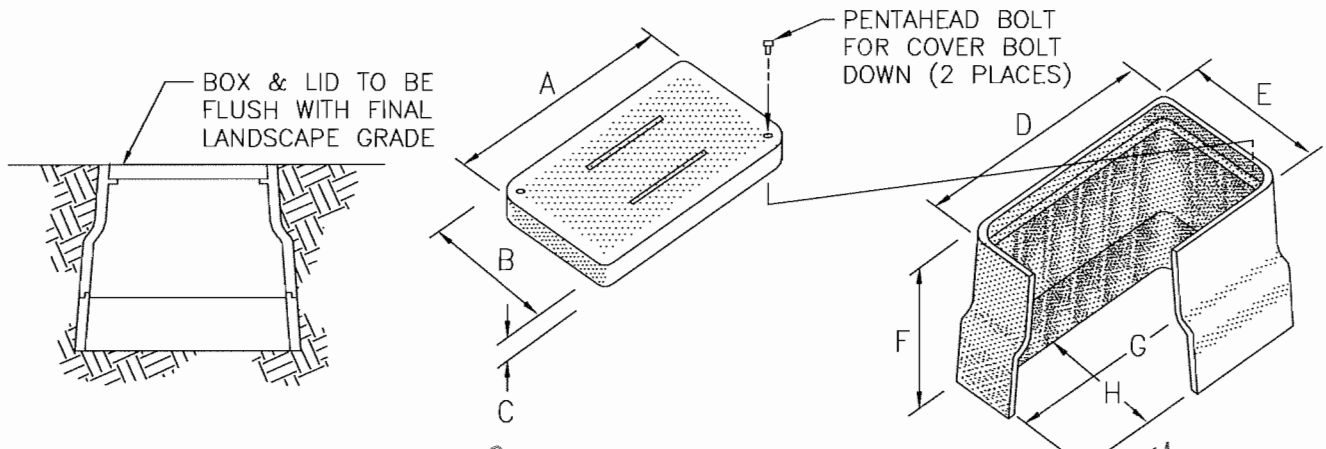
1. LID TO HAVE TWO (2) PENTAHEAD LOCK DOWN BOLTS. BOLTS ARE TO BE #16-3/8" x 2 1/4" x .834 HEAD INCHES OR CORROSION RESISTANT 1/2"-6 x 2 1/2" PENTA HEAD COIL BOLTS.
2. LID TO BE MARKED "STREET LIGHTING".
3. TRAFFIC LID RATED H-20 TO BE USED IN ALL TRAFFIC AREAS.
4. BOX AND LID TO BE FLUSH WITH FINAL GRADE.
5. ONLY THOSE BOXES LISTED IN THIS SPEC ARE APPROVED FOR INSTALLATION BY OR FOR THE CITY OF ROSEVILLE ELECTRIC DEPARTMENT.

10"Wx17"Lx12"D STANDARD #9 BOX AND LID DIMENSIONS

MANUFACTURER	CATALOG NO.	LID DIMENSIONS			BOX DIMENSIONS				
		A	B	C	D	E	F	G	H
CDR SYSTEMS	PB10-1015-12 BOX				17.06	11.81	12.00	21.25	16.00
	PC10-1015-02 ITC LID								
	PC12-1015-02 FTC LID	15.36	10.12	1.75					
REPLACON PRODUCTS	RP1017-12IT BOX				16.00	10.75	12.00	18.00	12.50
	RP1017 ITC LID								
	RP1017 FTC LID	15.25	10.00	1.75					
QUAZITE PRODUCTS	PC 1118 Z 506 BOX & LID ASSEMBLY				20.50	13.50	12.00	17.00	10.00
	INCIDENTIAL H-10	18.50	11.50	0.75					
ARMORCAST PRODUCTS	A6001921X12 BOX				17.50	12.25	12.00	18.00	12.625
	A6001922 ITC LID								
	A6001922T FTC LID	15.375	10.125	1.75					

13"Wx24"Lx18"D LARGE #30 BOX AND LID DIMENSIONS

CDR SYSTEMS	PB10-1324-18 BOX				25.25	15.75	18.00	29.50	20.00
	PC10-1324-02 ITC LID								
	PC12-1324-02 FTC LID	23.25	13.75	2.00					
REPLACON PRODUCTS	RP1324-18IT BOX				24.50	15.25	18.00	27.75	18.50
	RP1324 ITC LID								
	RP1324 FTC LID	23.12	13.75	2.00					
QUAZITE PRODUCTS	PE 1324 Z 505 BOX & LID ASSEMBLY				24.625	15.125	18.00	29.00	19.50
	INCIDENTIAL H-10	23.375	13.875	2.00					
ARMORCAST PRODUCTS	A6001946X18 BOX				25.375	15.875	18.00	27.50	18.125
	A6001866 ITC LID								
	A6001969 FTC LID	23.25	13.75	2.00					



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CONSTRUCTION STANDARD
STREET LIGHTING BOX SPECIFICATIONS
STANDARD AND LARGE BOX

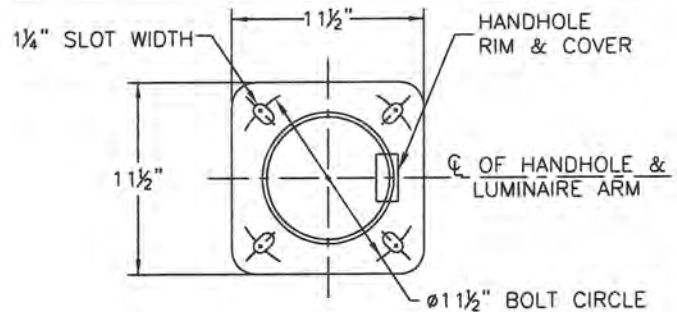
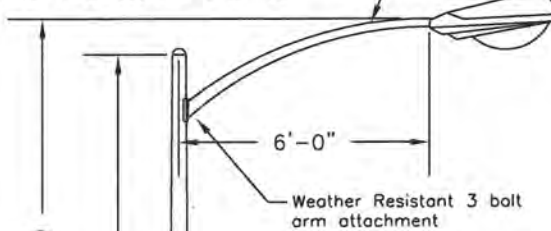
STREET LIGHT LUMINAIRE: All 100 watt HPS lights shall have the following:

1. Ballast to be Lag-Type Magnetic Regulator.
2. Plug in Starter.
3. Medium, semi-cutoff, Type II or III lighting dist (MSII or MSIII).
4. Photo eye receptacle with shorting cap. Shorting cap and/or photo eye shall be constructed out of an UV protected material.
5. Prismatic glass refractor.
6. Polyester fibergasket breathing seal.
7. Leveling Pad.
8. Voltage per Roseville Electric job print.

DEVELOPER RESPONSIBILITY:

1. Developer to provide a 100 watt diffused HPS lamp for each fixture installed. Luminaire is to be mounted on a galvanized steel pole similar to Ameron N-236-ROSVIL801.
2. Developer to provide 2 sets of submittals showing type of luminaire, pole, lamp, photo eye, or shorting cap to be used for approval by Roseville Electric.
3. Any developer or contractor installing non-approved equipment does so at his own risk and may face future expenses in correcting any non-approved materials to meet Roseville Electric standards.

Leveling pad for luminaire. Level luminaire in air w/bucket truck
2-3/8" End O.D. X 3-5/16" Base O.D.
X .120" Thickness with a 2' rise



BASEPLATE DETAIL

- Install 12-2 w/Ground UF cable from base of pole to Luminaire. For controller type circuit add an additional 12-3 w/Ground UF cable at Photo-Eye pole location only.
- Tapered Galvanized Steel Pole to have minimum yield strength of 40,000 PSI after fabrication. Pole to be designed to a minimum of A.A.S.H.T.O. 80 using an E.P.A. of 3.3 sq. ft. & 60 Lbs.. Luminaire welding and inspection to conform to A.W.S. specifications.
- 4" x 6 1/2" Handhole w/removable cover. Place 30A, 600V fuse holder w/20 Amp fuse. Use 1 fuse per hot leg.
- Removable 2-piece base-cover.
- Grout w/non-shrink grout between base of pole & concrete after erection and leveling.
- 1" dia. x 36" x 4" galvanized anchor bolts w/2 galvanized hex nuts & 2 flat washers required per bolt.
- 1 1/2" Sch. 40 conduit(s) per job print. See page 9.5 for wire size and qty.
- 5/8" x 8' copper ground rod bonded to pole w/#6 solid bare copper wire. Where the ground rod cannot be driven, the developer may place 8' of #6 solid copper wire in the bottom of the trench (minimum 30" deep). The wire will be encased in a minimum of 3" of concrete and be of length to bond to the street light pole.
- Concrete shall obtain 5000 P.S.I. in 28 days.

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG. TECH. SUPERVISOR

100 WATT HPS STREET LIGHT AND STANDARD

CITY OF ROSEVILLE
ROSEVILLE ELECTRIC
CONSTRUCTION STANDARD

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100W (ACORN TYPE) DECORATIVE STREET LIGHT LUMINAIRE:

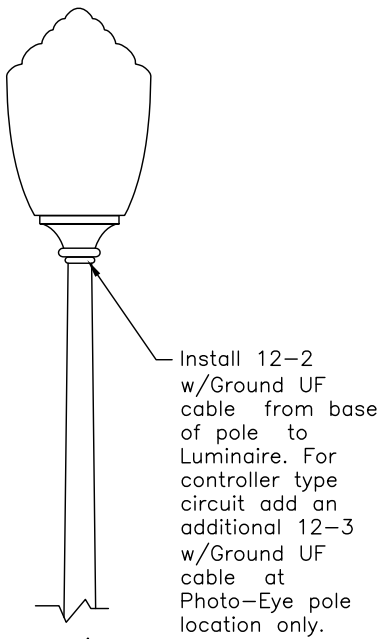
1. Fixture shall be one of the following Hadco models:
R34BBNN1AGBG100SG (240 Volts w/ Photo Eye)
R34BBNN1AGNG100SG (240 Volts w/o Photo Eye)
R34BBNN1AGBG100SF (208 Volts w/ Photo Eye)
R34BBNN1AGNG100SF (208 Volts w/o Photo Eye)
OR shall be one of the following Environmental Lighting models:
L91706B100HS24CLST2-VCP (240 Volts w/ Photo Eye)
L91706B100HS24CLST2 (240 Volts w/o Photo Eye)
L91706B100HS208CLST2-VCP (208 Volts w/ Photo Eye)
L91706B100HS208CLST2 (208 Volts w/o Photo Eye)
2. To be supplied with a regulating ballast with a minimum power factor of 90%.
3. Fixture shall include full top reflector with house side shield.
4. Poly-Acrylic wide globe with type III lighting distribution.
5. Twist-lock type photo eye receptacle or Button type photo control to be mounted inside pod.
6. Mogul type lamp socket.
7. All hardware to be black in color.
8. Voltage to be specified on the Roseville Electric job print.

100W DECORATIVE STREET LIGHT POLE STANDARD:

1. Antique Street Lamp, Inc. model: PZNY1718ANBK, New York Series, 17'6" standard height with a 17" diameter base, Cast iron/steel, and Black in color.
- OR
2. Spring City Electrical Mfg. Co. model: IWBNT-16.6-TBD, North Hampton Iron/steel Post Series, 17'6" standard height with a 16.5" diameter base, Cast iron/steel, and Black in color.
- OR
3. Union Metal Corporation model: P1571-70-B123-Y1, Ornamental Lighting Standard, Steel Pole with Cast Iron Base, 17'6" standard height with a 16.5" diameter base, Cast iron/steel, and Black in color.

DEVELOPER RESPONSIBILITY:

1. Developer to provide the approved 100W HPS fixture.
2. Developer to provide the approved steel pole.
3. Lighting system shall be completely functional and tested by Roseville Electric.
4. Developer to provide 2 sets of submittals showing type of luminaire, pole, lamp, photo eye, or shorting cap to be used for approval by Roseville Electric. Any developer or contractor installing non-approved equipment does so at his own risk and may face future expenses in correcting any non-approved materials to meet City standards.
5. Developer shall install lighting system per the Roseville Electric job print.



Handhole w/removable cover.
Pl. 1-30A 600V fuse holder
w/20 Amp fuse. Use 1 fuse
per hot leg.

1/2"x 6' Cu.
Ground Rod. Bond
to pole w/#6 Solid
Bare Copper.

Concrete shall
obtain 5000 P.S.I.
in 28 days.

Grout w/non-shrink grout
between base of pole &
concrete after erection and
leveling.

3/4"x 24" Hot Dip
Galvanized L-type Anchor
Bolts (4 per post)

1" or 1-1/2"
Sch. 40 conduit.
(Qty. per job
print) See page
9.5 for wire size
and qty.

12" Dia. Bolt Circle



Roseville Electric

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG. TECH SUPERVISOR

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CONSTRUCTION STANDARD

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**100W HPS
DECORATIVE STREET LIGHT**

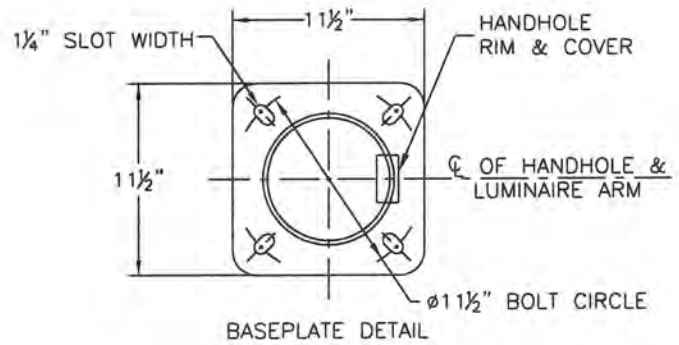
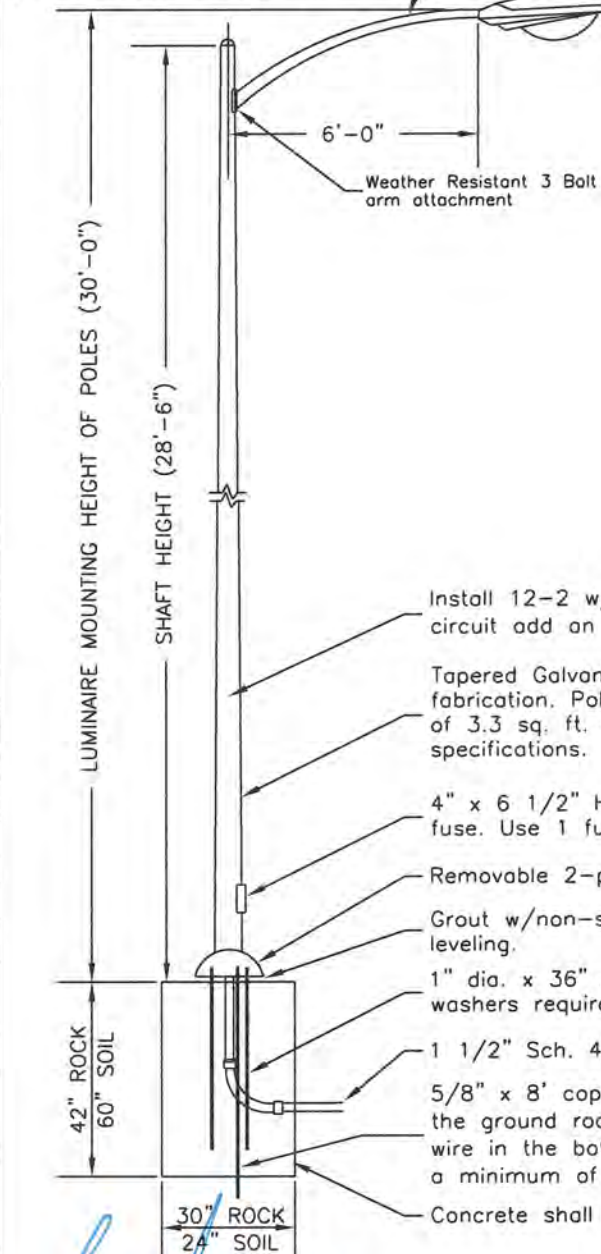
STREET LIGHT LUMINAIRE: All 150 watt HPS lights shall have the following:

1. Ballast to be Autoreg type.
2. Plug in Starter.
3. Medium, semi-cutoff, Type II or III lighting dist (MSII or MSIII).
4. Photo eye receptacle with shorting cap. Shorting cap and/or photo eye shall be constructed out of an UV protected material.
5. Prismatic glass refractor.
6. Polyester fibergasket breathing seal.
7. Leveling Pad.
8. Voltage per Roseville Electric Job Print.

DEVELOPER RESPONSIBILITY:

1. Fixture shall be a GE model M2RR15S0A2GMS2 or equivalent.
2. Developer to provide 2 sets of submittals showing type of luminaire, pole, lamp, photo eye, or shorting cap to be used for approval by Roseville Electric.
3. Developer to provide a 150 watt clear HPS lamp for each fixture installed. Luminaire is to be mounted on a galvanized steel pole similar to Ameron N-286-ROSVIL801.
4. Any developer or contractor installing non-approved equipment does so at his own risk and may face future expenses in correcting any non-approved materials to meet Roseville Electric standards.

Leveling pad for luminaire. Level luminaire in air w/bucket truck
2-3/8" End O.D. X 3-5/16" Base O.D.
X .120" Thickness with a 2' rise



Install 12-2 w/Ground UF cable from base of pole to Luminaire. For controller type circuit add an additional 12-3 w/Ground UF cable at Photo-Eye pole location only.

Tapered Galvanized Steel Pole to have minimum yield strength of 40,000 PSI after fabrication. Pole to be designed to a minimum of A.A.S.H.T.O. 80 using an E.P.A. of 3.3 sq. ft. & 60 Lbs.. Luminaire welding and inspection to conform to A.W.S. specifications.

4" x 6 1/2" Handhole w/removable cover. Place 30A, 600V fuse holder w/20 Amp fuse. Use 1 fuse per hot leg.

Removable 2-piece base-cover.

Grout w/non-shrink grout between base of pole & concrete after erection and leveling.

1" dia. x 36" x 4" galvanized anchor bolts w/2 galvanized hex nuts & 2 flat washers required per bolt.

1 1/2" Sch. 40 conduit(s) per job print. See page 9.5 for wire size and qty.

5/8" x 8' copper ground rod bonded to pole w/#6 solid bare copper wire. Where the ground rod cannot be driven, the developer may place 8' of #6 solid copper wire in the bottom of the trench (minimum 30" deep). The wire will be encased in a minimum of 3" of concrete and be of length to bond to the street light pole.

Concrete shall obtain 5000 P.S.I. in 28 days.

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG. TECH. SUPERVISOR

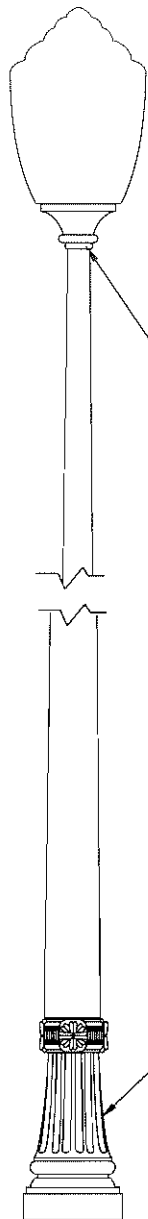
150 WATT HPS STREET LIGHT AND STANDARD

CITY OF ROSEVILLE
ROSEVILLE ELECTRIC
CONSTRUCTION STANDARD

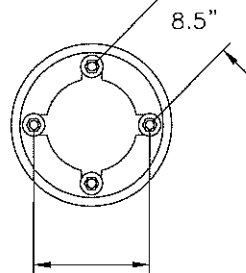
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Install 12-2
w/Ground UF
cable from base
of pole to
Luminaire. For
controller type
circuit add an
additional 12-3
w/Ground UF
cable at
Photo-Eye pole
location only.

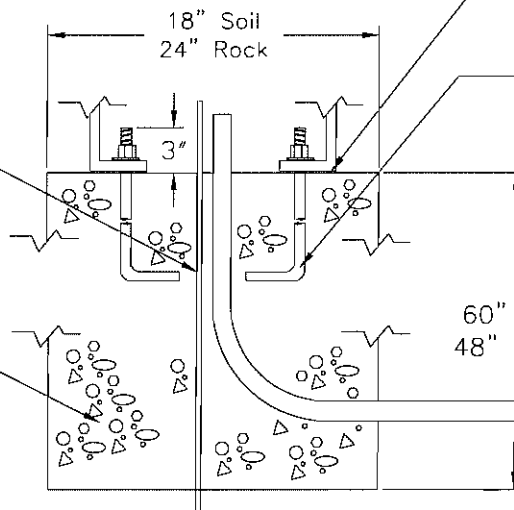


12" Dia. Bolt Circle

Handhole w/removable cover.
Pl. 1-30A 600V fuse holder
w/20 Amp fuse. Use 1 fuse
per hot leg.

1/2"x 6' Cu.
Ground Rod. Bond
to pole w/#6 Solid
Bare Copper.

Concrete shall
obtain 5000 P.S.I.
in 28 days.



Grout w/non-shrink grout
between base of pole &
concrete after erection and
leveling.

3/4"x 24" Hot Dip
Galvanized L-type Anchor
Bolts (4 per post)

1" or 1-1/2"
Sch. 40
conduit. (Qty.
per job print)
See page 9.5
for wire size
and qty.

150W (ACORN TYPE) DECORATIVE STREET LIGHT LUMINAIRE.

1. Fixture shall be one of the following Hadco models:
R34BBNN1AGBG150SG (240 Volts w/ Photo Eye)
R34BBNN1AGNG150SG (240 Volts w/o Photo Eye)
R34BBNN1AGBG150SF (208 Volts w/ Photo Eye)
R34BBNN1AGNG150SF (208 Volts w/o Photo Eye)
OR shall be one of the following Environmental Lighting models:
L91706B150HS24CLST2-VCP (240 Volts w/ Photo Eye)
L91706B150HS24CLST2 (240 Volts w/o Photo Eye)
L91706B150HS208CLST2-VCP (208 Volts w/ Photo Eye)
L91706B150HS208CLST2 (208 Volts w/o Photo Eye)
2. To be supplied with a regulating ballast with a minimum power factor of 90%.
3. Fixture shall include full top reflector with house side shield.
4. Poly-Acrylic wide globe with type III lighting distribution.
5. Twist-lock type photo eye receptacle or Button type photo control to be mounted inside pod.
6. Mogul type lamp socket.
7. All hardware to be black in color.
8. Voltage to be specified on the Roseville Electric job print.

150W DECORATIVE STREET LIGHT POLE STANDARD:

1. Pole shall be Antique Street Lamp, Inc. model: PZNY1718ANBK, New York Series, 17'6" standard height with a 17" diameter base, Cast iron/steel, and Black in color.
- OR
2. Pole shall be Spring City Electrical Mfg. Co. model: IWBNT-16.6-TBD, North Hampton Iron/steel Post Series, 17'6" standard height with a 16.5" diameter base, Cast iron/steel, and Black in color.
- OR
3. Pole shall be Union Metal Corporation model: P1571-70-B123-Y1, Ornamental Lighting Standard, Steel Pole with Cast Iron Base, 17'6" standard height with a 16.5" diameter base, Cast iron/steel, and Black in color.

DEVELOPER RESPONSIBILITY:

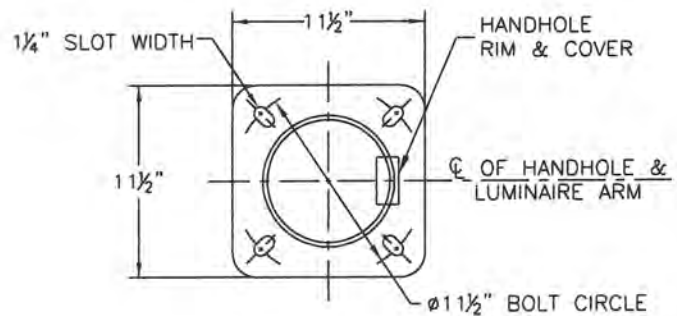
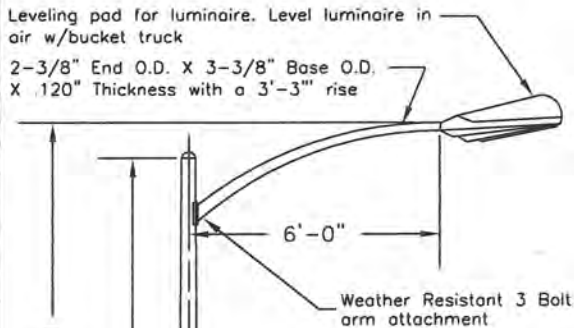
1. Developer to provide the approved 150W HPS fixture.
2. Developer to provide the approved steel pole.
3. Lighting system shall be completely functional and tested by Roseville Electric.
4. Developer to provide 2 sets of submittals showing type of luminaire, pole, lamp, photo eye, or shorting cap to be used for approval by Roseville Electric. Any developer or contractor installing non-approved equipment does so at his own risk and may face future expenses in correcting any non-approved materials to meet City standards.
5. Developer shall install lighting system per the Roseville Electric job print.

STREET LIGHT LUMINAIRE: All 250 watt HPS lights shall have the following:

1. Ballast to be Lag-Type Magnetic Regulator, Multi-Volt (120/208/240/277).
2. Power door Ballast Assembly & plug in Starter.
3. Medium, cutoff, Type II or III lighting dist (MSII or MSIII).
4. Photo eye receptacle with shorting cap. Shorting cap and/or photo eye shall be constructed out of an UV protected material.
5. Flat Glass Lens.
6. Polyester fibergasket breathing seal.
7. Leveling Pad.
8. Voltage Tap connection per Roseville Electric job print.

DEVELOPER RESPONSIBILITY:

1. Developer to provide a 250 watt HPS clear lamp. Luminaire is to be mounted on a 33' galvanized steel pole similar to Ameron N-336-ROSVIL801 or Valmont DS32 pole 800A.
2. Developer to provide 2 sets of submittals showing type of luminaire, pole, lamp, photo eye, or shorting cap to be used for approval by Roseville Electric.
3. Any developer or contractor installing non-approved equipment does so at his own risk and may face future expenses in correcting any non-approved materials to meet Roseville Electric standards.



BASEPLATE DETAIL

- Install 12-2 w/Ground UF cable from base of pole to Luminaire. For controller type circuit add an additional 12-3 w/Ground UF cable at Photo-Eye pole location only.
- Tapered Galvanized Steel Pole to have minimum yield strength of 40,000 PSI after fabrication. Pole to be designed to a minimum of A.A.S.H.T.O. 80 using an E.P.A. of 3.3 sq. ft. & 60 Lbs.. Luminaire welding and inspection to conform to A.W.S. specifications.
- 4" x 6 1/2" Handhole w/removable cover. Place 30A, 600V fuse holder w/20 Amp fuse. Use 1 fuse per hot leg.
- Removable 2-piece base-cover.
- Grout w/non-shrink grout between base of pole & concrete after erection and leveling.
- 1" dia. x 36" x 4" galvanized anchor bolts w/2 galvanized hex nuts & 2 flat washers required per bolt.
- 1 1/2" Sch. 40 conduit(s) per job print. See page 9.5 for wire size and qty.
- 5/8" x 8' copper ground rod bonded to pole w/#6 solid bare copper wire. Where the ground rod cannot be driven, the developer may place 8' of #6 solid copper wire in the bottom of the trench (minimum 30" deep). The wire will be encased in a minimum of 3" of concrete and be of length to bond to the street light pole.
- Concrete shall obtain 5000 P.S.I. in 28 days.

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG. TECH SUPERVISOR

250 WATT HPS STREET LIGHT AND STANDARD

CITY OF ROSEVILLE
ROSEVILLE ELECTRIC
CONSTRUCTION STANDARD

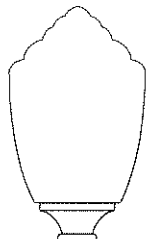
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Install 12-2 w/Ground UF cable from base of pole to Luminaire. For controller type circuit add an additional 12-3 w/Ground UF cable at Photo-Eye pole location only.

250W (ACORN TYPE) DECORATIVE STREET LIGHT LUMINAIRE:

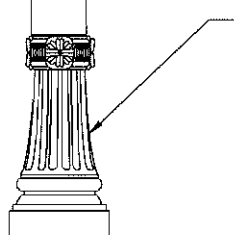
1. Fixture shall be one of the following Hadco models:
R34BBNN1AGBG250SG (240 Volts w/ Photo Eye)
R34BBNN1AGNG250SG (240 Volts w/o Photo Eye)
R34BBNN1AGBG250SF (208 Volts w/ Photo Eye)
R34BBNN1AGNG250SF (208 Volts w/o Photo Eye)
2. To be supplied with a regulating ballast with a minimum power factor of 90%.
3. Fixture shall include full top reflector with house side shield.
4. Poly-Acrylic wide globe with type III lighting distribution.
5. Button type photo eye receptacle mounted inside pod.
6. Mogul type lamp socket.
7. All hardware to be black in color.
8. Voltage to be specified on the Roseville Electric job print.

250W DECORATIVE STREET LIGHT POLE STANDARD:

1. Pole shall be Antique Street Lamp, Inc. model: PZNY1718ANBK, New York Series, 17'6" standard height with a 17" diameter base, Cast iron/steel, and Black in color.
- OR
2. Pole shall be Spring City Electrical Mfg. Co. model: IWBNT-16.6-TBD, North Hampton Iron/steel Post Series, 17'6" standard height with a 16.5" diameter base, Cast iron/steel, and Black in color.
- OR
3. Pole shall be Union Metal Corporation model: P1571-70-B123-Y1, Ornamental Lighting Standard, Steel Pole with Cast Iron Base, 17'6" standard height with a 16.5" diameter base, Cast iron/steel, and Black in color

DEVELOPER RESPONSIBILITY:

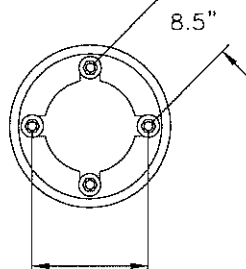
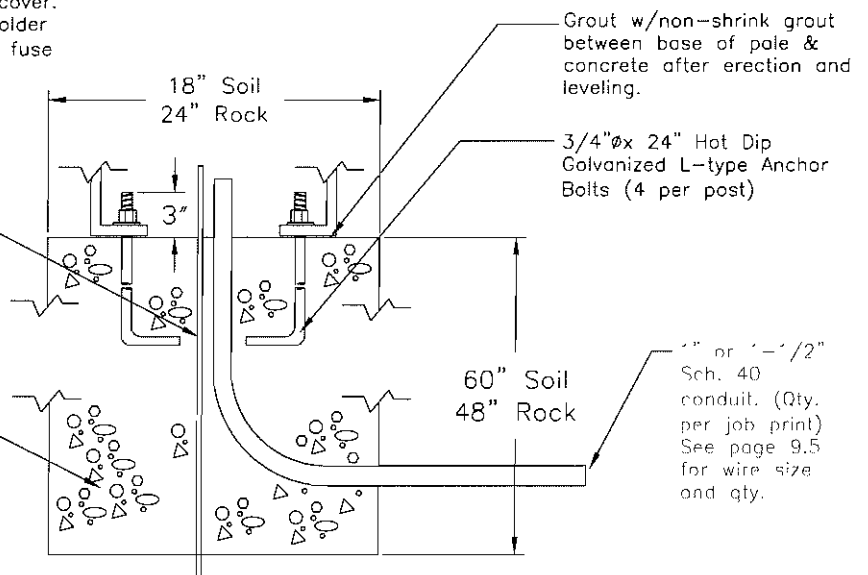
1. Developer to provide the approved 250W HPS fixture.
2. Developer to provide the approved steel pole.
3. Lighting system shall be completely functional and tested by Roseville Electric.
4. Developer to provide 2 sets of submittals showing type of luminaire, pole, lamp, photo eye, or shorting cap to be used for approval by Roseville Electric. Any developer or contractor installing non-approved equipment does so at his own risk and may face future expenses in correcting any non-approved materials to meet City standards.
5. Developer shall install lighting system per the Roseville Electric job print.



Handhole w/removable cover. Pl. 1-30A 600V fuse holder w/20 Amp fuse. Use 1 fuse per hot leg.

1/2" x 6' Cu. Ground Rod. Bond to pole w/#6 Solid Bare Copper.

Concrete shall obtain 5000 P.S.I. in 28 days.



12" Dia. Bolt Circle

STREET LIGHT LUMINAIRE: All 250 watt HPS I.T.T. 185 series Interstate Luminaires (or approved equals) shall have the following:

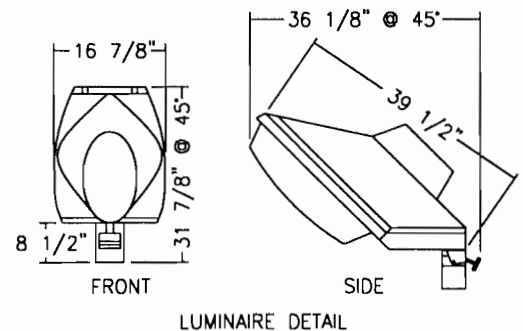
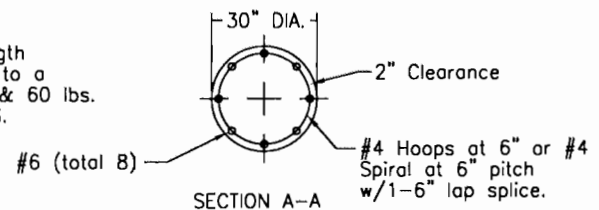
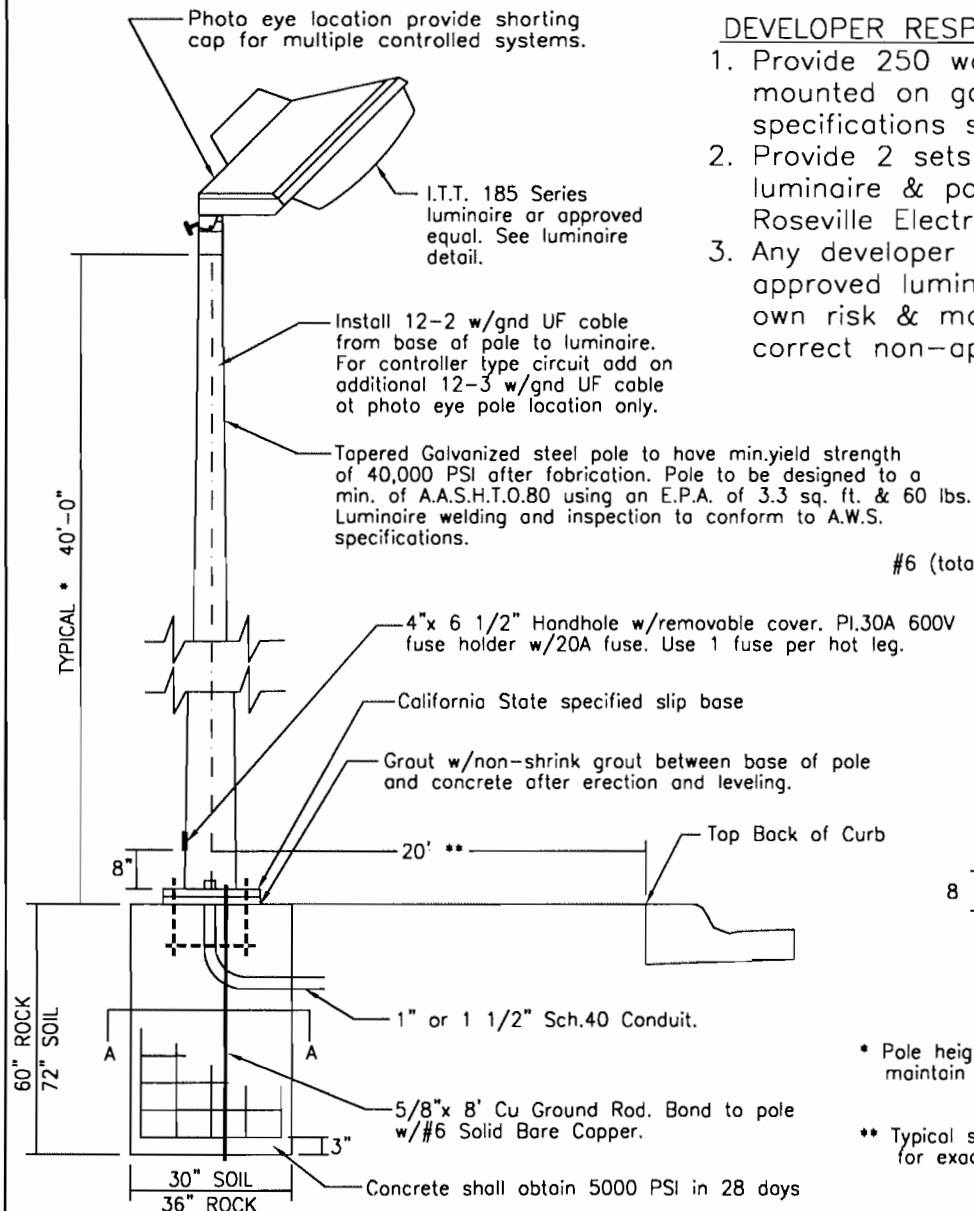
1. Regulated Ballast, Multi-Volt (120/208/240/277)
2. Power Pad for quick and easy ballast replacement & plug in Starter.
3. Photo eye receptacle with shorting cap. Shorting cap and/or photo eye shall be constructed out of a UV protected material.
4. Polyester Fiberglass breathing seal.
5. External leveling both horizontal and vertical adjustments.

STREET LIGHT POLE: Height as shown below.

1. Tapered Steel (Maximum taper .14" per foot)
2. Top to be 2 3/8" min. to a 3" max O.D.
3. Minimum wall thickness .1345".
4. See below for additional pole specifications.

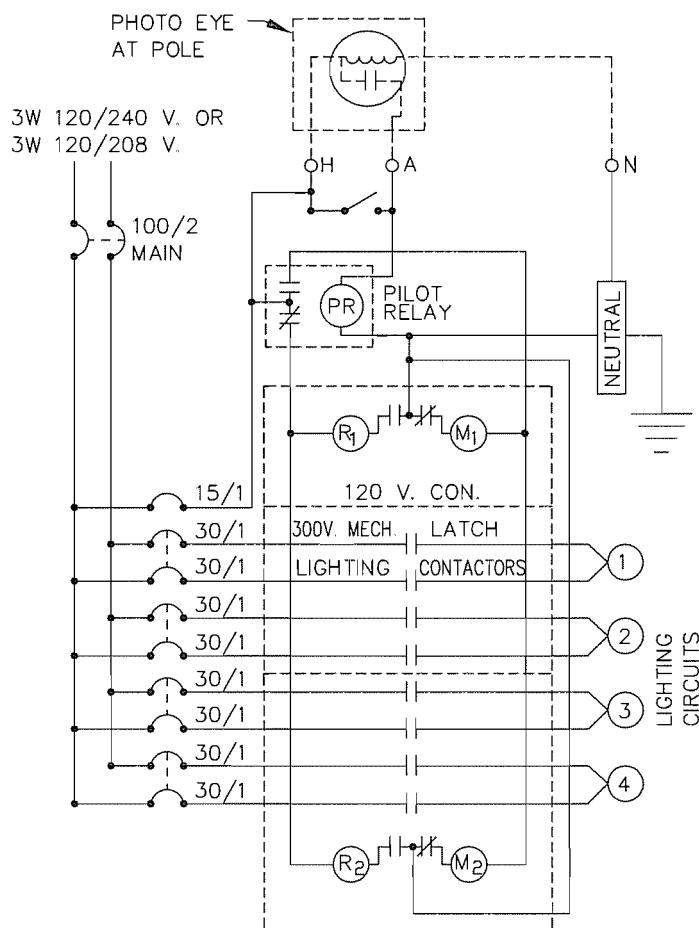
DEVELOPER RESPONSIBILITY:

1. Provide 250 watt clear lamp luminaire to be mounted on galvanized steel pole to meet specifications shown.
2. Provide 2 sets of submittals showing type of luminaire & pole to be used for approval by Roseville Electric.
3. Any developer or contractor installing non-approved luminaires or poles does so at his own risk & may face future expenses to correct non-approved materials.



* Pole height may have to be adjusted in order to maintain mounting height in relationship to T.B.C.

** Typical setback, consult Roseville Electric job map for exact location.



FOR 240 VOLT OR 208 VOLT
LUMINAIRE SYSTEM

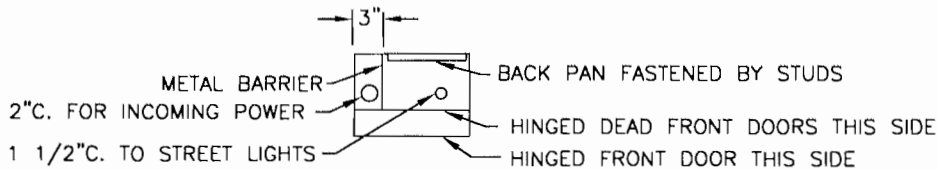
THE GROUND WIRE SHALL BE CONNECTED BETWEEN ALL POLES AND BACK TO THE CONTROLLER OR POINT OF CONNECTION.



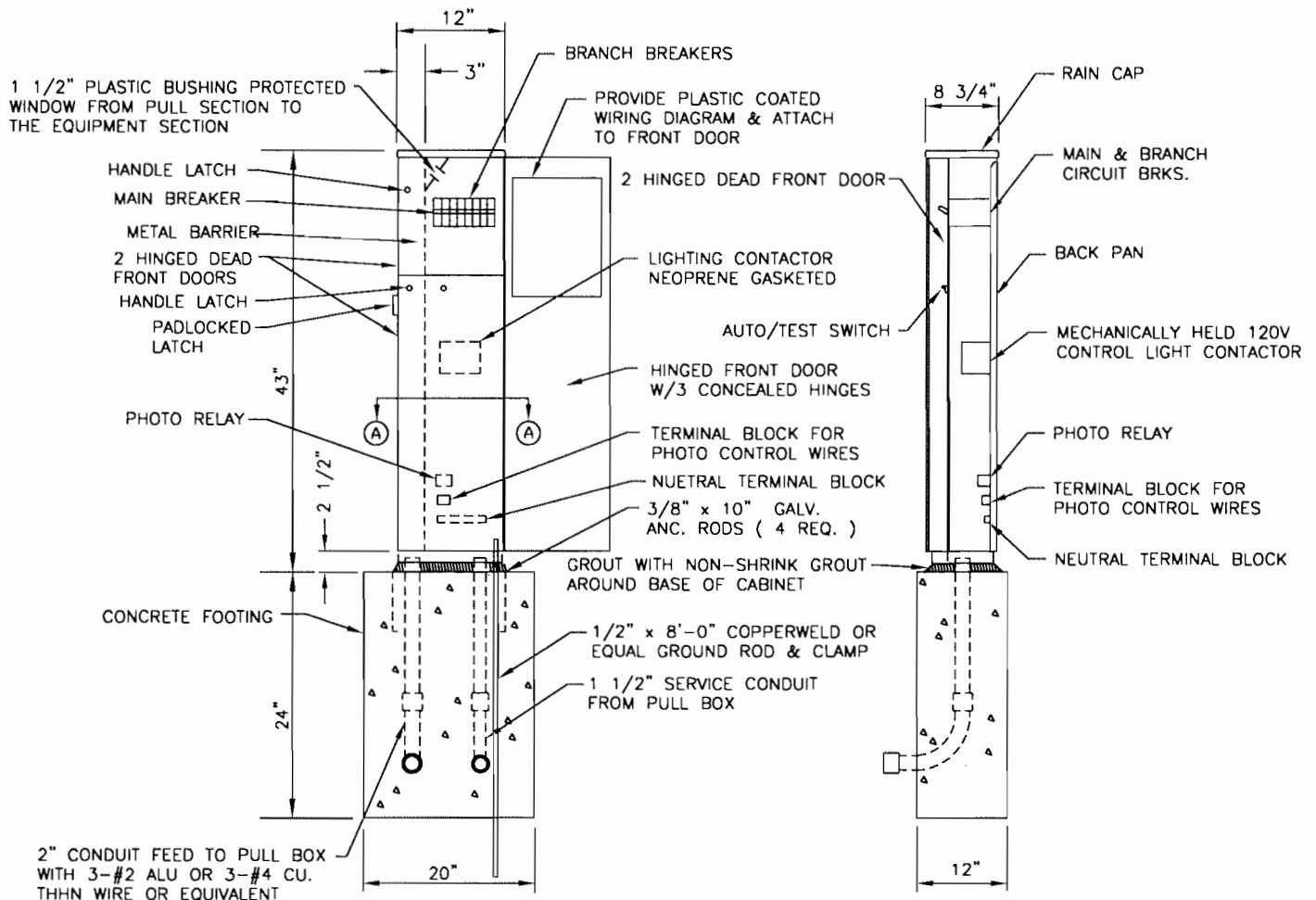
ONE LINE DIAGRAMS, STREET LIGHT CONTROL PANEL FOR 120, 240, OR 208 V. LIGHTING

STREET LIGHTING CONTROL PANEL NOTES :

1. EQUIPMENT CABINET SHALL BE PRE-WIRED AND SHALL CONFORM TO NEMA STANDARDS.
2. ALL CONTROL WIRING SHALL BE AWG-14-THW STRAND CU. WIRE.
3. EQUIPMENT SHALL BE PAINTED FOREST GREEN, BE OF NEMA 3R CONSTRUCTION AND PROVIDED WITH DEAD FRONT PANELS.
4. ALL EQUIPMENT SHALL BE CURRENTLY MANUFACTURED ITEMS.
5. ALL STREET LIGHTS FED FROM A CONTROLLER SHALL BE PLACED IN THE TEST POSITION FOR A SEVEN DAY BURN IN PERIOD TO TEST THE LIGHTS, BALLASTS, CIRCUITS, ETC. BEFORE BEING PLACED IN NORMAL OPERATION.



SECTION A-A



FRONT VIEW

SIDE VIEW



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ELECTRIC SUPERINTENDENT
Donny McLean
POWER ENG. MANAGER
Charles Lewis
ELECTRONIC SUPERINTENDENT
John

REVIEW COMMITTEE

DR. MAH *DR* DATE 2-20-01
NEW SERVICES MANAGER
John
(CONSTRUCTION STANDARD)

DR. NO. *DR*

PAGE 9.6

STREET LIGHTING CONTROL PANEL

COBRAHEAD LED LUMINAIRE SPECIFICATIONS

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG. TECH. SUPERVISOR

COBRAHEAD LED LUMINAIRE SPECIFICATIONS

REVIEW COMMITTEE

DATE

12/16/15

CITY OF ROSEVILLE
ROSEVILLE ELECTRIC
CONSTRUCTION STANDARD

DR. NO.

9.7

LED LUMINAIRE SPECIFICATIONS (Mast Arm Mounted)

This specification is for the purchase of light emitting diode (LED) street lighting luminaires (herein referred to as luminaires) mast arm applications. This includes general lighting luminaires for residential, collector, and arterial roadways.

1.0 HOUSING

- 1.1 The housing shall be manufactured from aluminum, gray in color, powder coated, and rust resistant.
- 1.2 Driver must be mounted internally and be replaceable, and must be accessible without tools via a door with spring latches and hinges (no screws).
- 1.3 All screws shall be stainless steel.
- 1.4 Any parts constructed of polycarbonates shall be UV stabilized. Discoloration of any optical assemblies shall be considered a failure under warranty.
- 1.5 Each luminaire shall have the manufacturer's name, trademark, model number, serial number, date of manufacturing (month and year), and a lot number as identification permanently marked in each unit. The following operating characteristics shall also be permanently marked inside the unit: rated voltage and rated power in watts and volt-ampere.

2.0 THERMAL MANAGEMENT

- 2.1 Thermal management of the heat generated by the LED's shall be of sufficient capacity to assure proper operation of the luminaire over the expected useful life of more than 50,000 hours. IESNA LM-80-08 test report to be provided with submittal.
- 2.2 Thermal management shall consist of a heat sink with no fans, pumps, or liquids and shall be resistant to contamination and debris buildup.

3.0 OPERATING ENVIRONMENT

- 3.1 Luminaire shall operate within normal tolerance in ambient temperatures from -40 °C to +50 °C.
- 3.2 Each luminaire shall be designed to operate at an ambient nighttime temperature of 25 °C.

4.0 HOUSE SHIELD

- 4.1 Luminaire shall provide option for house side light control.

5.0 LUMINAIRE CLASSIFICATION

- 5.1 The luminaire shall be International Dark-Sky Association (IDA) compliant.

6.0 MOUNTING ARM CONNECTION

- 6.1 Luminaires shall mount on 1.675" O.D. through 2.375" O.D. horizontal bracket with no more than four bolts and a two piece clamp.

7.0 WEIGHT

- 7.1 Luminaire shall not weigh more than 30 pounds.

8.0 DIMENSIONS

- 8.1 Maximum 45" Long x 15" Wide x 6.75" High.

9.0 PHOTOCELL RECEPTACLE

- 9.1 Luminaire shall have a locking ANSI C136.41 photocell receptacle.
- 9.2 The photocell shall not be provided with the luminaire.

10.0 OPTICS

- 10.1 Luminaire shall have IP66 sealed optics.
- 10.2 Each LED shall have its own individual optical system.

11.0 LIGHT DISTRIBUTION

- 11.1 Distribution shall be Type II or Type III.

12.0 CORRELATED COLOR TEMPERATURE (CCT)

- 12.1 The CCT shall be in the range 4000K-5000K.

13.0 COLOR RENDERING INDEX (CRI)

- 13.1 Luminaires shall have a Minimum CRI of 70

14.0 MINIMUM EFFICACY

- 14.1 80 Lumens per Watt (IESNA LM-79-08 to be provided with submittal)

15.0 MINIMUM LIGHT OUTPUT (ILLUMINANCE)

- 15.1 Residential street type to have a minimum of 0.1fc for the physical layout, provide AGi32 photometric fc levels with point by point measurements for verification. Uniformity (Avg/Min Ratio) shall be 4.0 or better.
- 15.2 Collector street type to have a minimum of 0.2fc for the physical layout, provide AGi32 photometric fc levels with point by point measurements for verification. Uniformity (Avg/Min Ratio) shall be 3.5 or better.
- 15.3 Arterial street type to have a minimum of 0.25fc for the physical layout, provide AGi32 photometric fc levels with point by point measurements for verification. Uniformity (Avg/Min Ratio) shall be 3.0 or better

16.0 LEDS

- 16.1 Luminaire shall not use 5mm (indicator type) LED's

17.0 LUMEN DEPRECIATION

- 17.1 Please provide IESNA LM-80-08 test data showing predicted lumen output at a minimum of 50,000 hours of life in a 25 deg. C environment.

18.0 POWER CONSUMPTION

- 18.1 The power draw of the luminaire shall not exceed 0.50 Watts when in the off state.
- 18.2 The power draw of the luminaire (not including optional monitoring and control devices) shall not exceed the following:

Application	Residential	Collector	Arterial
Replaces	100W HPS mounted at 25 feet	150W HPS mounted at 35 feet 9 inches	250W HPS mounted at 35 feet 9 inches
Max LED System Wattage	60W	80W	150W

19.0 WARRANTY

- 19.1 A warranty must be provided for the full replacement value of the luminaire due to any failure for ten years.
- 19.2 Each luminaire is expected to have a minimum operation life of 180 months (15 years)
- 19.3 All electrical components including LED's, optical systems, heat sinks and power supply/driver must be RoHS compliant

20.0 APPROVED MANUFACTURERS

- 20.1 Luminaire manufacturer shall be one of the following below or equivalent,(equivalent shall meet criteria on the Design Lights Consortium approved product list).
- Cree
 - EOI E-Lite
 - Phillips Lumec
 - Leotek
 - GE Lighting
- 20.2 Fixture should be on the approved products list by the Design Lights Consortium,
<http://www.designlights.org>

Power Supply/Driver Requirements

1.0 Power Factor

- 1.1 Power supply shall have a minimum Power Factor of 0.90

2.0 Transient Protection

- 2.1 The luminaire on board circuitry shall include surge protection devices (SPD) to withstand high repetition noise transients as a result of utility line switching or other interference
- 2.2 Per IEEE C.62.41-1991 or latest revision, Class A operation. The line transient shall consist of seven strikes of a 100k HZ ring wave, 2.5 kV level, for both common mode and differential mode

3.0 Operating Temperature

- 3.1 Power Supply shall operate between -40°C and +50°C

4.0 Interference

- 4.1 Power Supply shall meet FCC 47 CFR Part 15/18

5.0 Noise

- 5.1 Power Supply shall have a Class A sound rating

6.0 Operating Voltages

- 6.1 120 V to 277 V, with no internal switching or wiring changes required

7.0 Total Harmonic Distortion

- 7.1 Less than 20% at full load

9.0 Life of Power Supply/Driver

- 9.1 Power Supply shall have a minimum life of 100,000 hours

10.0 Surge Suppression

- 10.2 The SPD shall protect the luminaire from damage and failure for transient peak voltages up to 10kV (minimum) and transient peak currents up to 5kA (minimum)
- 10.3 SPD shall conform to UL 1449, or UL 1283, depending of the components used in the design

All luminaries provided must comply with the Measurement/Performance/Safety Standards listed below:

ANSI C78.377.2008	Specifications for the Chromaticity of Solid State Lighting Products.
IESNA LM-79-08	IESNA Approved method for the Electrical and Photometric Measurements of Solid-State Lighting Products. To be provided with submittal.
IESNA LM-80-08	IESNA Approved method for Measuring Lumen Maintenance of LED Lighting Sources. To be provided with submittal.
UL Standards (latest approved)	• 8750 Light-Emitting Diode (LED) Light Sources for Use in Lighting Products • 1598 Luminaires • 1012 Power Units other than Class 2 • 1310 Class 2 Power Units • 2108 Low Voltage Lighting Systems

ENGINEERING MANAGER

OPERATIONS MANAGER

ENG. TECH SUPERVISOR

DECORATIVE POST TOP LED LUMINAIRE SPECIFICATIONS

CITY OF ROSEVILLE
ROSEVILLE ELECTRIC
CONSTRUCTION STANDARD

DATE _____

04/28/16

DR.NO.

9.8

LED LUMINAIRE SPECIFICATIONS

(Acorn Post Top Mounted)

This specification is for the purchase of acorn type, post top, decorative, light emitting diode (LED) street lighting luminaires (herein referred to as luminaires). This includes general lighting luminaires for minor residential roadways.

1.0 HOUSING

- 1.1 The housing shall be traditional acorn style fixture provided with a decorative cast aluminum fitter, black in color, powder coated, and rust resistant with a DR acrylic clear globe.
- 1.2 Driver must be mounted internally and be replaceable, and must be accessible without tools via a door with spring latches and hinges.
- 1.3 All screws shall be stainless steel
- 1.4 Discoloration of any optical assemblies shall be considered a failure under warranty
- 1.5 Each luminaire shall have the manufacturer's name, trademark, model number, serial number, date of manufacturing (month and year), and a lot number as identification permanently marked in each unit. The following operating characteristics shall also be permanently marked inside the unit: rated voltage and rated power in watts and volt-ampere

2.0 THERMAL MANAGEMENT

- 2.1 Thermal management of the heat generated by the LED's shall be of sufficient capacity to assure proper operation of the luminaire over the expected useful life of more than 70,000 hours. IESNA LM-80-08 test report to be provided with submittal or bid.
- 2.2 Thermal management shall consist of a heat sink with no fans, pumps, or liquids and shall be resistant to contamination and debris buildup

3.0 OPERATING ENVIRONMENT

- 3.1 Luminaire shall operate within normal tolerance in ambient temperatures from -40°C to +50°C
- 3.2 Each luminaire shall be designed to operate at an ambient nighttime temperature of 25°C

4.0 HOUSE SHIELD

- 4.1 Luminaire shall include full top reflector and house side light control

5.0 LUMINAIRE CLASSIFICATION

- 5.1 The luminaire shall have a Backlit, Up light, and Glare (BUG) rating of B2 U3 G2.

6.0 POST TOP CONNECTION

- 6.1 Luminaires shall mount on 3.0" O.D. X 3" tenon with no more than six hex bolts

7.0 WEIGHT

- 7.1 Luminaire shall not weigh more than 60 pounds

8.0 DIMENSIONS

- 8.1 Maximum 50" High x 18" Wide

9.0 PHOTOCELL RECEPTACLE

- 9.1 Luminaire shall have a 7-pin locking ANSI C136.42 photocell receptacle to be mounted inside the fixture.
- 9.2 The photocell shall not be provided with the luminaire

10.0 OPTICS

- 10.1 Luminaire shall have IP65 or IP66 sealed optics.
- 10.2 Each LED shall have its own individual optic system.

11.0 LIGHT DISTRIBUTION

- 11.1 Type III.

12.0 CORRELATED COLOR TEMPERATURE (CCT)

- 12.1 The CCT shall be in the range 4000K-5000K nominal.

13.0 COLOR RENDERING INDEX (CRI)

- 13.1 Luminaires shall have a Minimum CRI of 70.

14.0 MINIMUM EFFICACY

- 14.1 80 Lumens per Watt (IESNA LM-79-08 to be provided with submittal or bid)

15.0 MINIMUM LIGHT OUTPUT (Illuminance)

- 15.1 Residential street type to have a minimum range of 0.06 for the physical layout, provide AGi32 photometric fc levels with point by point measurements. Uniformity (Avg/Min Ratio) shall be 6.0 or better.
- 15.2 Collector street type to have a minimum range of 0.1 for the physical layout, provide AGi32 photometric fc levels with point by point measurements. Uniformity (Avg/Min Ratio) shall be 4.0 or better.

16.0 LEDS

- 16.1 Luminaire shall not use 5mm (indicator type) LED's

17.0 LUMEN DEPRECIATION

- 17.1 Please provide IESNA LM-80-08 test data showing predicted lumen output at a minimum of 50,000 hours of life in a 25 degrees C environment

18.0 POWER CONSUMPTION

- 18.1 The power draw of the luminaire shall not exceed 0.50 Watts when in the off state
- 18.2 The power draw of the luminaire (not including optional monitoring and control devices) shall not exceed the following:

Application	Residential	Collector
Replaces	100W HPS	150W HPS
Max LED System Wattage	60W	70W

19.0 WARRANTY

- 19.1 A warranty must be provided for the full replacement value of the luminaire due to any failure for seven years.
- 19.2 Each luminaire is expected to have a minimum operation life of 180 months (15 years)
- 19.3 All electrical components including LED's, optical systems, heat sinks and power supply/driver must be RoHS compliant

20.0 APPROVED MANUFACTURERS

- 20.1 Luminaire manufacturer shall be per the pre-qualified LED street light fixtures as stated below:
 - Philips Lumec
 - Sternberg
- 20.2 Fixture shall be on the approved products list by the Design Lights Consortium,
<http://www.designlights.org>

Power Supply/Driver Requirements

1.0 POWER FACTOR

- 1.1 Power supply shall have a minimum Power Factor of 0.90.

2.0 DRIVER

- 2.1 Driver amperage shall be determined by vendor. Vendor shall supply documentation showing which driver amperage will provide the best system performance with submittal or bid.
- 2.2 The LED driver shall be supplied with a quick disconnect electrical connector on the power supply, providing easy connections and fixture installations.

3.0 TRANSIENT PROTECTION

- 3.1 The luminaire on board circuitry shall include surge protection devices (SPD) to withstand high repetition noise transients as a result of utility line switching or other interference.
- 3.2 Per IEEE C.62.41-1991 (or latest version), Class A operation. The line transient shall consist of seven strikes of a 100k HZ ring wave, 2.5 kV level, for both common mode and differential mode.

4.0 OPERATING TEMPERATURE

- 4.1 Power Supply shall operate between -40°C and +50°C.

5.0 INTERFERENCE

- 5.1 Power Supply shall meet FCC 47 CFR Part 15/18.

6.0 NOISE

- 6.1 Power Supply shall have a Class A sound rating.

7.0 OPERATING VOLTAGES

- 7.1 Auto sensing voltage of 120 V to 277 V, with no internal switching or wiring changes required.

8.0 TOTAL HARMONIC DISTORTION

- 8.1 Total harmonic distortion shall be less than 20% at full load.

9.0 LIFE OF POWER SUPPLY/DRIVER

- 9.1 Power Supply shall have a minimum life of 100,000 hours.

10.0 SURGE SUPPRESSION

- 10.1 The SPD shall protect the luminaire from damage and failure for transient peak voltages up to 10kV (minimum) and transient peak currents up to 5kA (minimum).
- 10.2 SPD shall conform to UL 1449, or UL 1283, depending of the components used in the design.

All luminaries provided must comply with the Measurement/Performance/Safety Standards listed below:

ANSI C78.377.2008	Specifications for the Chromaticity of Solid State Lighting Products.
IESNA LM-79-08	IESNA Approved method for the Electrical and Photometric Measurements of Solid-State Lighting Products. To be provided with submittal or bid.
IESNA LM-80-08	IESNA Approved method for Measuring Lumen Maintenance of LED Lighting Sources. To be provided with bid.
UL Standards (latest approved)	• 8750 Light-Emitting Diode (LED) Light Sources for Use in Lighting Products • 1598 Luminaires • 1012 Power Units other than Class 2 • 1310 Class 2 Power Units • 2108 Low Voltage Lighting Systems

CITY OF ROSEVILLE ELECTRIC DEPARTMENT
REQUIREMENTS FOR LANDSCAPE DESIGNS

The following items will need to be addressed within your landscape design:

1. All plans submitted to the City of Roseville Electric Department shall include existing and proposed electric facilities, roadway centerline and roadway stationing. The landscape architect shall contact the Electric Department for locations of existing and proposed facilities.
2. Electric service point for irrigation controllers and landscape lighting must originate from a metered service point at a location to be determined by the Electric Department. The developer is responsible for the installation of all service facilities from the service point to the metered pedestal and it's associated circuits. All installations shall conform to the National Electric Code as adopted by the City of Roseville.
3. Sidewalks shall be installed to avoid all electric facilities with the exception of secondary service and street light splice boxes (#9, #30 and #36 boxes). When placing sidewalk over these facilities, it is the developer's responsibility to set these boxes flush with the sidewalk surface.
4. Sidewalks, grass, ground covers or similar landscaping may be placed above utility trenches where required as long as they do not interfere with access to enclosures or above ground equipment.
5. No trees shall be planted directly over an underground joint utility trench. The typical trench centerline is located behind back of curb along roadway frontages.
6. Trees placed within P.U.E.'s that contain overhead electric lines will be restricted to a maximum height of 15 feet at maturity and may be prohibited in some locations due to safety. In all cases, adequate access shall be maintained for personnel and equipment to provide routine maintenance to existing electric facilities as determined by the Electric Department. See page 10.6 for a list of approved trees. Developers wishing to install trees not on the approved list must submit a request in writing for approval prior to installation.
7. Trees being planted along public roadways where street lights are installed must be located so as to provide minimum clearance from light standards and maximum lighting to roadways. See electric department "Specification for Commercial Construction", Page 10.5, for minimum street light clear areas.

8. When placing trees, shrubs, walls, or any other above ground facilities near existing or proposed electric equipment, the following clearances must be maintained:

<u>EQUIPMENT</u>	<u>MINIMUM CLEARANCES REQUIRED (IN FEET)</u>		
	<u>FRONT</u>	<u>SIDES</u>	<u>BACK</u>
12kv Padmount Switchgear (See Page 10.2)	4 non-door	8 door	4 non-door
12kv Padmount Capacitor Bank (See Page 10.2)	4 non-door	8 door	4 non-door
12kv Junction Box (Below Ground Type - See Page 10.3) (Above Ground Type - See Page 10.3.1)	4 8	4 3	4 3
Padmount Transformer (See Page 10.4)	8	3	3
Manhole Entry	8	8	8
Pull Box, Splice Box (4'x4', 3'x6', 4'x6')	4	4	4
Metered Pedestal	3	3	3

All minimum clearances shown above shall be flat and level surfaces with a slope no greater than 2% to provide a safe working area for field personnel.

Only turf or low growth ground covers less than 4 inches in height and suitable for walking on are permitted within the clear area. Where retaining walls are required to provide minimum clearances in areas with severe grade changes, contact the Electric Department for approval prior to installation.

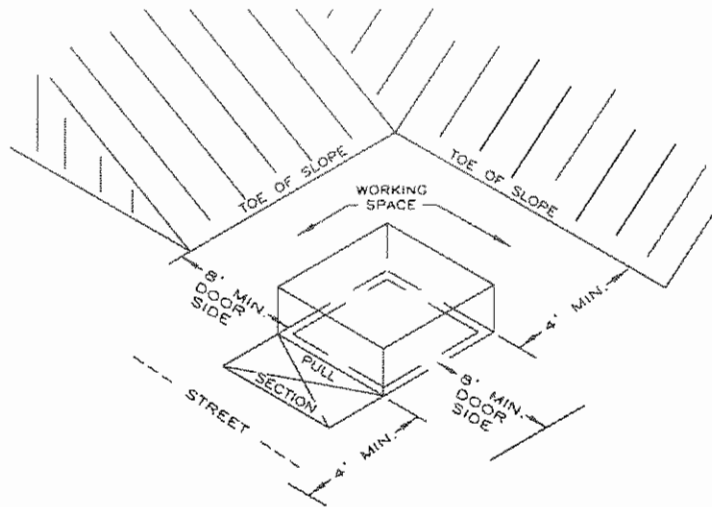
9. Landscaping being installed around electrical equipment shall be installed to meet the existing equipment grades with the following exceptions:
- A. Street light bases may be raised a maximum of 2 feet from existing grade. Beyond 2 feet, pole heights must be adjusted.
 - B. Manhole risers may be raised a maximum of 12 inches.

Any changes to electric equipment grades are the developer's responsibility and shall be completed at the developer's expense to electric department specifications.

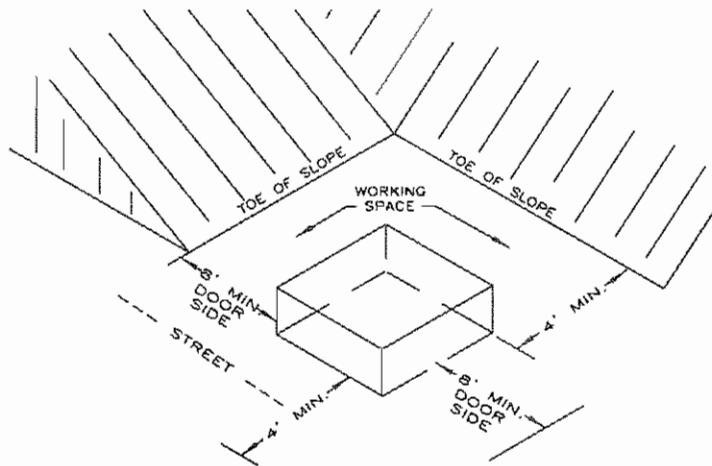
10. Any conflicts between existing electric facilities and landscaping installed will be resolved by the developer at his expense to the satisfaction of the Electric Department.



ELECTRIC SUPERINTENDENT <i>[Signature]</i>		REVIEW COMMITTEE			
POWER ENGINEER MANAGER <i>[Signature]</i>		DR. <i>[Signature]</i>	DATE 04/18/07	DR. NO. <i>[Signature]</i>	
ELECTRONICS MANAGER <i>[Signature]</i>		NEW SERVICES MANAGER <i>[Signature]</i>		PAGE 10.1.1	
CONSTRUCTION STANDARD ELECTRIC DEPARTMENT LANDSCAPE DESIGN REQUIREMENTS					



SWITCHGEAR MOUNTED ON PAD VAULT



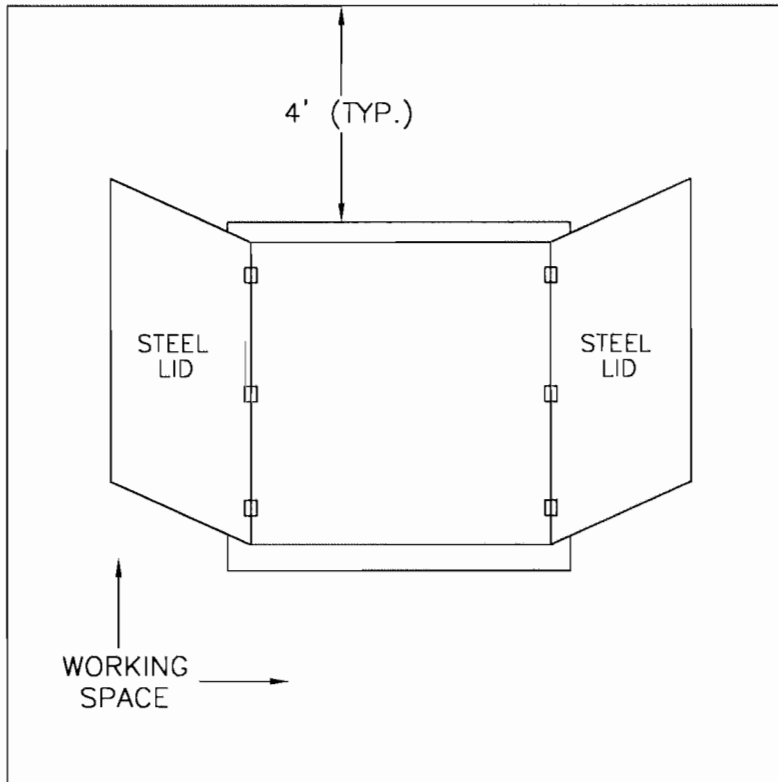
SWITCHGEAR OR CAPACITOR BANK MOUNTED ON CONCRETE PAD

NOTES:

1. Maintain an 8' clear and level working space to the door sides and 4' clear level space to the non-door sides of switchgear and capacitor banks. Typical switch and capacitor bank orientation shown. See job prints for specific orientation.
2. No slopes greater than 2% sloping away from switchgear or capacitor bank will be allowed within the required minimum clear working space shown. A retaining wall may be required to maintain the 2% maximum grade.
3. Vehicular access from street, parking lot or other hard drivable surface shall be maintained.
4. Parking barriers shall be installed whenever switchgear or capacitor banks are not protected from vehicular traffic.

4'x4' J-BOX WORKING CLEARANCE DETAIL

N.T.S.



NOTES:

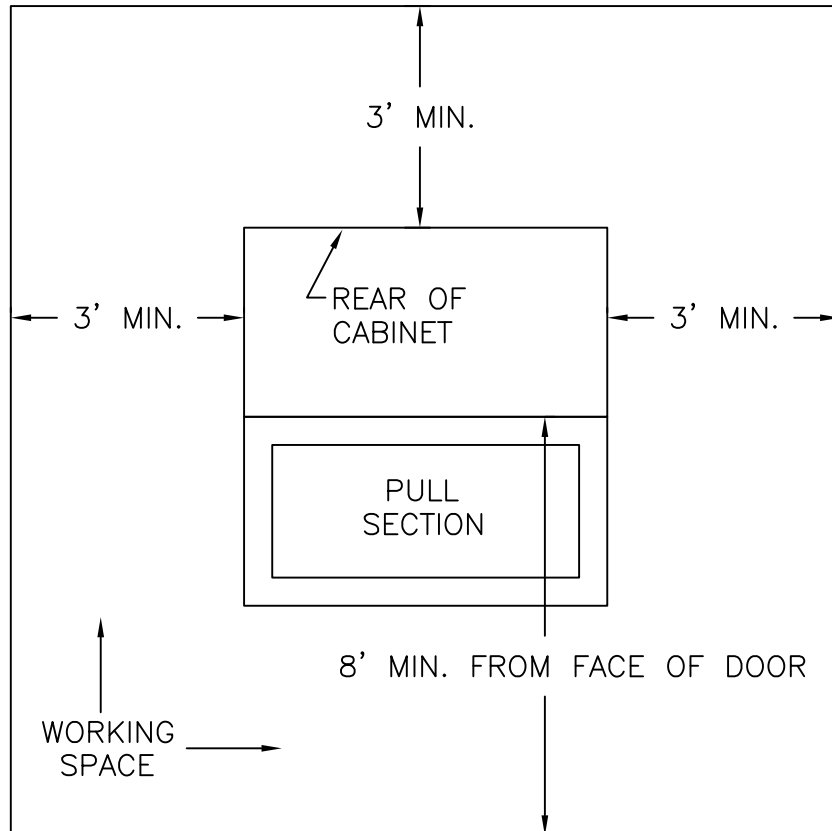
1. Maintain a clear and level working space of 4' on all sides of junction box as shown.
2. No slopes greater than 2% sloping away from box will be allowed within the required minimum clear working space shown. A retaining wall may be required to maintain the 2% maximum grade.
3. Vehicular access from street, parking lot or other hard drivable surface shall be maintained.
4. Junction box lid section shall be adjusted to one (1) to two (2) inches above final grade except when placed within or immediately adjacent to sidewalk, where lid shall be adjusted to sidewalk grade.

**FOR SPECIAL
CONDITIONS
USE ONLY**

3-PHASE ABOVE GROUND J-BOX OVER 4'x4' PRECAST

WORKING CLEARANCE DETAIL

N.T.S.

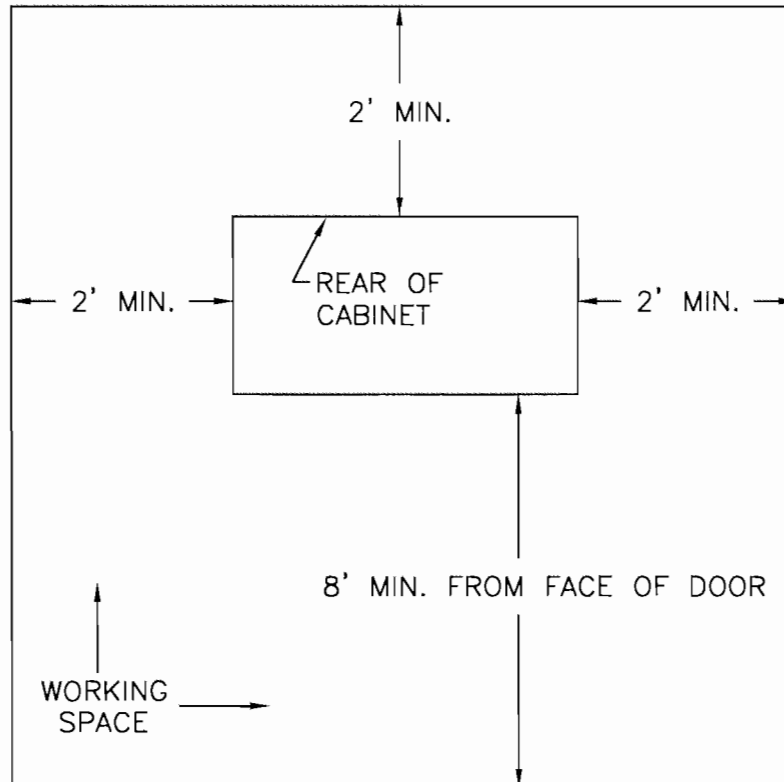


NOTES:

1. Maintain a clear and level working space of 3 feet on 3 sides and 8 feet in front of door of junction box as shown.
2. No slopes greater than 2% sloping away from box will be allowed within the required minimum clear working space shown. A retaining wall may be required to maintain the 2% maximum grade.
3. Vehicular access from street, parking lot or other hard drivable surface shall be maintained.
4. Junction box pull section lid shall be installed to one (1) to two (2) inches above final grade.

ABOVE GROUND J-BOX

WORKING CLEARANCE DETAIL N.T.S.



NOTES:

1. Maintain a clear and level working space of 2' on 3 sides and 8' in front of door of junction box as shown.
2. No slopes greater than 2% sloping away from box will be allowed within the required minimum clear working space shown. A retaining wall may be required to maintain the 2% maximum grade.
3. Vehicular access from street, parking lot or other hard drivable surface shall be maintained.
4. Finish grade shall be three (3) to four (4) inches below locking device on door face of J-box.



**ELECTRIC
DEPARTMENT**

(916) 774-5601

ELECTRIC SUPERINTENDENT

Sonny McChaw
POWER ENG. MANAGER

Charles W. Smith
ELECTRONIC SUPERINTENDENT

Jim M.

REVIEW COMMITTEE

MLB *DYB* *RB* *RM* *MD*

DR. MAH DATE 3-16-98 DR. NO.

NEW SERVICES MANAGER

Jim Moore
CONSTRUCTION STANDARD

PAGE 10.3.2

ABOVE GROUND J-BOX CLEARANCE DETAIL

TRANSFORMER WORKING CLEARANCE DETAIL

N.T.S.

FIGURE NO. 1

MINIMUM TRANSFORMER CLEARANCE REQUIREMENTS

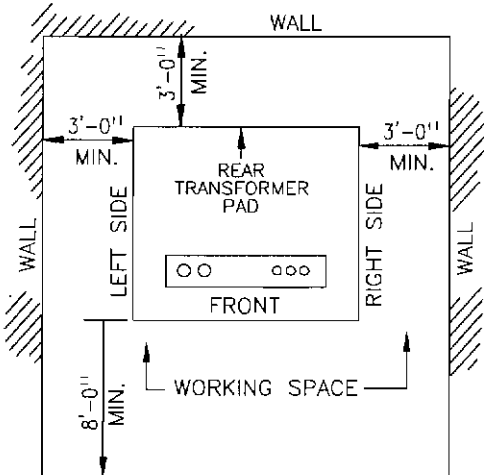
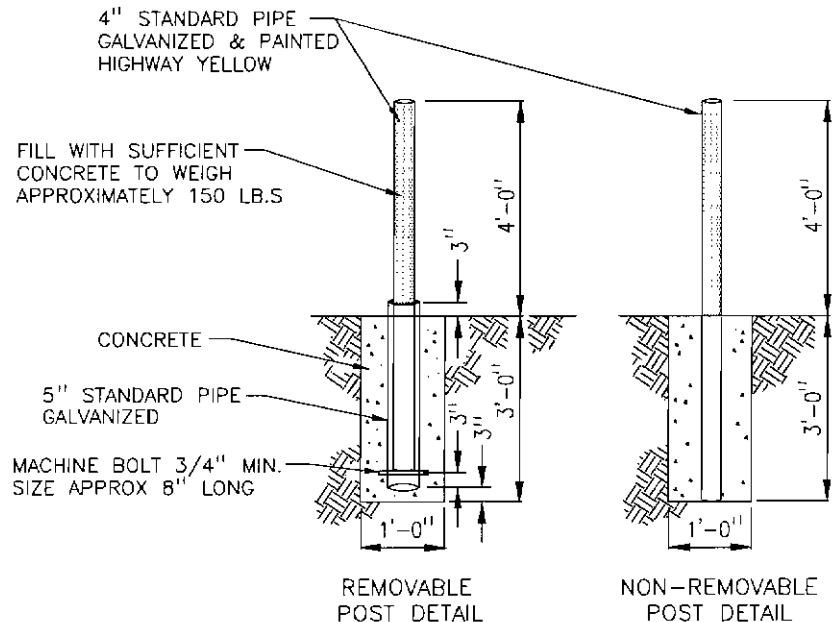
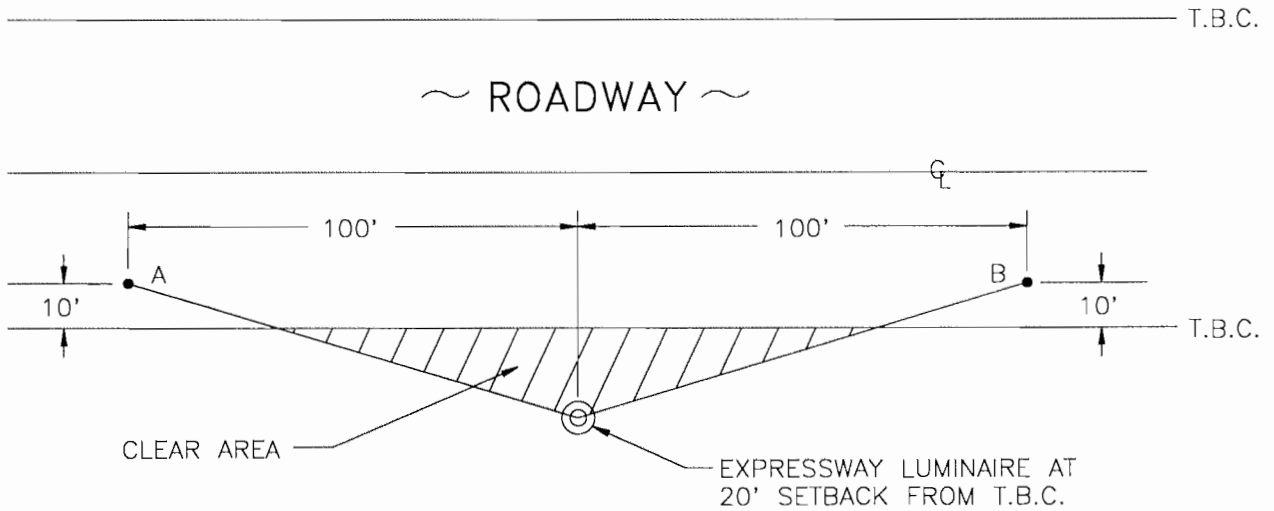


FIGURE NO. 2



NOTES:

1. The concrete pad should be located so that its associated transformer will be three feet minimum from the side of any building wall. If the wall is fireproof, the minimum clearance can be reduced to two feet. At least eight feet of clear space shall be provided in front of pad to allow complete opening of transformer cabinet doors and allow City personnel sufficient working room for Hot Stick work. Figure No. 1, shows the preferred location of a transformer pad with reference to other construction.
2. A minimum of 4' from top back of curb to edge of transformer pad must be maintained. If the 4' dimension cannot be obtained, posts per figure 2 must be installed. The number, type and placement of posts required will be determined by the Roseville Electric construction print or field inspector. In no case shall the clearance be less than 2' with parking barriers.
3. If the customer wishes to install a decorative wall to hide the transformer from public view, the requirement shall be in accordance with Note 1 and that additional air space be required for sufficient air circulation as determined by the Roseville Electric Department. Walls are allowed only on 3 sides with opening at front of transformer, no gates are allowed. Vehicular access from street, parking lot or hard drivable surface shall be maintained.
4. No slopes greater than 2% sloping away from transformer pad will be allowed within the required minimum clear working space shown. A retaining wall may be required to maintain the 2% maximum grade.



NOTES:

1. No plants, shrubs or trees which grow to a height greater than 4 feet at maturity shall be planted in the Clear Area shown above.
2. To determine the Clear Area required for any street light, proceed as follows:
 - A. From a point located at top back of curb where street light is located, go 100' along roadway to the right and left and locate points A & B at a distance of 10' into the roadway from T.B.C.
 - B. Draw a straight line from the street light location to points A & B.
 - C. The area between the street light and T.B.C. on road side of line described above is the Clear Area.
3. Trees planted outside the Clear Area should have no more than 20% of their canopy projected to encroach within the Clear Area at maturity. This 20% encroachment is based on the diameter of the trees canopy at maturity.



**ELECTRIC
DEPARTMENT**

(916) 774-5601

ELECTRIC SUPERINTENDENT <i>[Signature]</i>		REVIEW COMMITTEE <i>[Signature]</i>	
POWER ENG. MANAGER <i>[Signature]</i>		DR. MAH <i>[Signature]</i>	DATE 2-18-97 DR.NO.
ELECTRONIC SUPERINTENDENT <i>[Signature]</i>		NEW SERVICES MANAGER <i>[Signature]</i>	
		CONSTRUCTION STANDARD	

PAGE 10.5

MINIMUM STREET LIGHT CLEAR AREAS

RECOMMENDED TREES AND SHRUBS FOR UNDER POWERLINES

Common Name <i>Botanical Name</i>	Type	Max Height	Max Spread	Features
Hydrangea <i>Hydrangea paniculata</i>	Deciduous	15'	10'	6"—10" flower clusters in summer, rapid growth.
Indian Hawthorn <i>Raphiolepis indica</i> 'Majestic Beauty'	Evergreen	15'	8'	Moderate—slow growing, flowers in April.
Western Redbud <i>Cercis occidentalis</i>	Deciduous	15'	15'	California native, bushy, showy spring blooms.
Smoke Tree <i>Cotinus coggygria</i>	Deciduous	12'	12'	Unusual flowers resemble smoke puffs, moderate growth.
Podocarpus <i>Podocarpaceae macrophyllus maki</i>	Evergreen	10'	10'	Slow growing, narrow leaves, good screen tree.
Xylosma <i>Xylosma congestum</i>	Deciduous/ Evergreen	10'	10'	Well established plants usually evergreen.



**Roseville
Electric**

Reliable Energy • Dependable Service

(916) 774-5601

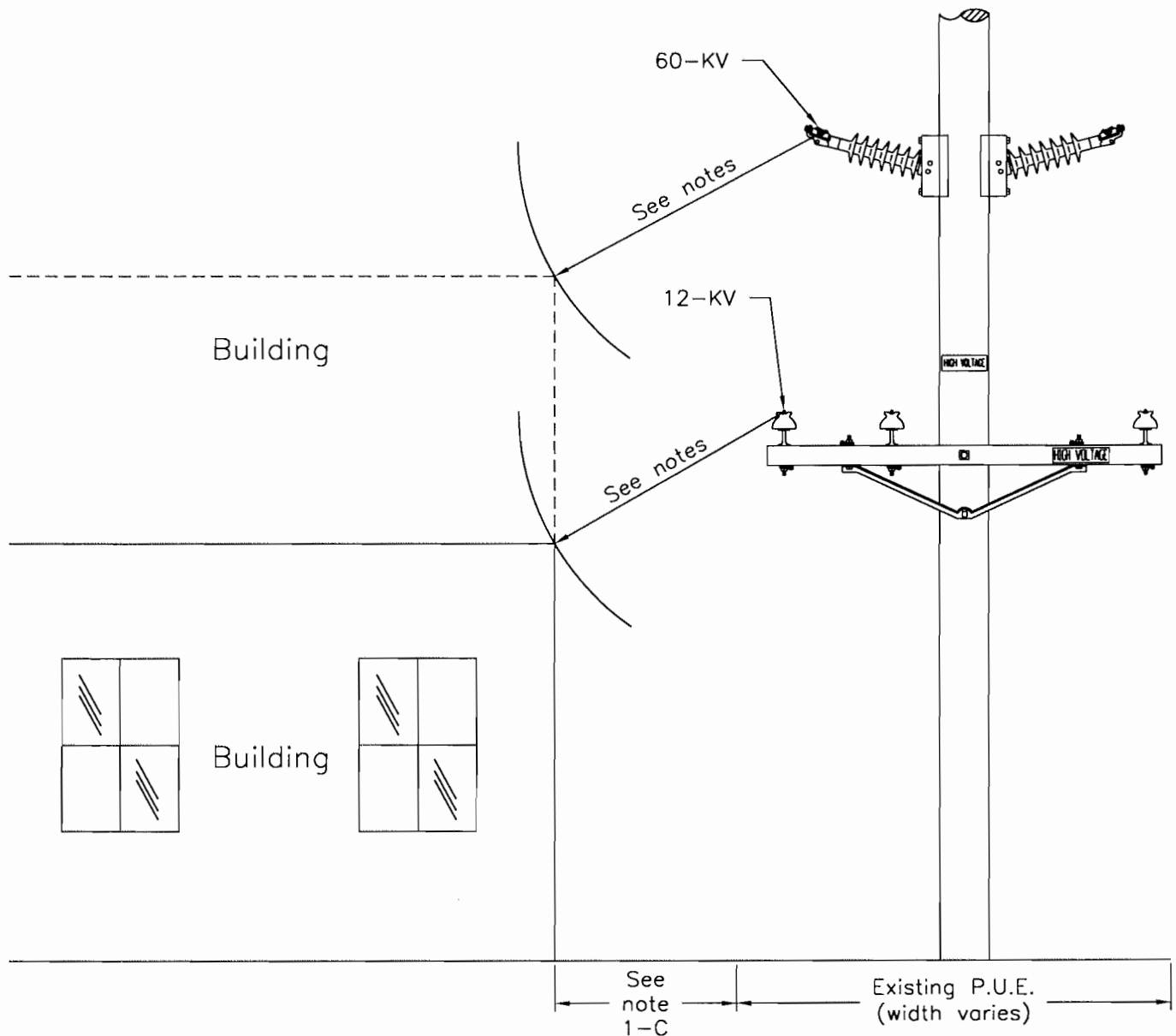
REVIEW COMMITTEE

DRAWN BY	DATE	DR.NO.							
MAH	1-21-04								

PAGE 10.6

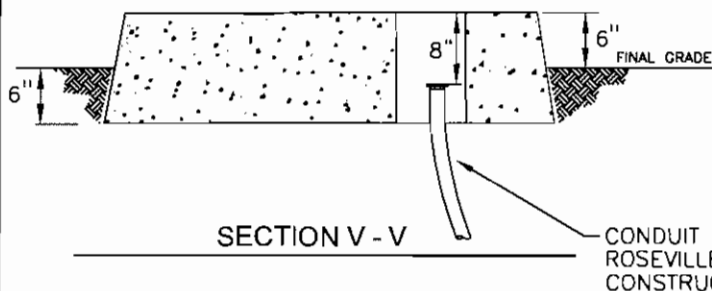
CONSTRUCTION STANDARD

RECOMMENDED TREES AND SHRUBS FOR UNDER POWERLINES



Notes:

1. All buildings and/or structures must be constructed in such a manner to maintain a minimum clearance of 15' from all existing or proposed Roseville Electric overhead power lines. This clearance will be measured to the conductor at maximum sag and sway. Roseville Electric Engineering Department will provide the calculations necessary to obtain the maximum sag and sway of the conductors. This required clearance can be obtained by any of the following at the developer's expense:
 - A. Raise the power lines by setting new power pole(s).
 - B. Place a new pole mid-span to minimize the sway of the conductor.
 - C. Locate the building to obtain the 15' required clearance.
 - D. Underground the 12kV high-voltage lines per Roseville Electric design.





COUNCIL COMMUNICATION

CC #: 7941

File #: 0900-02-02-1

Title: Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project – Award of Contract

Contact: Edward Winston (916) 774-5566 ewinston@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council:

1. Approve and authorize the City Manager to sign the construction contract for the Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project (Project #173501) in the amount of \$271,750; and,
2. Authorize the Environmental Utilities Director or his designee to approve and pay for contract change orders for this project that could increase the contract amount by no more than 10% (\$27,175) or not to exceed a total amount of \$298,925.

BACKGROUND

Staff from the Environmental Utilities Department Wastewater Division has determined the need to rehabilitate the roofs of four buildings at the Dry Creek Wastewater Treatment Plant. This determination was made based on an initial condition assessment conducted of the wastewater plant buildings by specialty roofing contractor Tremco Incorporated in April 2011. The 2011 Tremco condition assessment identified these roofs as nearing the end of their useful life and estimated that in three to five years, they would need to be replaced. A follow up assessment by Tremco in February 2016 confirmed the need to proceed with the replacements now, as the integrity of the roofing was at the point of being compromised. The buildings requiring roof rehabilitation include the following:

- Blower Building
- RAS Building
- “Old” Digester Control/Boiler Building
- “New” Digester Control Building

The roofing systems for these buildings will be rehabilitated with a 60 mil Tri-Polymer Alloy (TPA) single ply roof system as further described in the Project Work below.

On July 6, 2016, City Council approved plans and specifications for the Dry Creek Wastewater

Plant Roof Rehabilitation Project and authorized the Environmental Utilities Department to advertise and accept bids. Three bids were received and were opened in the City Clerk's office on July 26, 2016. The bids ranged from a high of \$567,695 to a low of \$271,750. A copy of the bid summary sheet is available in the City Clerk's office for review.

Staff conducted a review of the bids for accuracy and responsiveness. The bids were found to be accurate and responsive. Staff concluded that the lowest bid was reasonable and that the contract should be awarded to the lowest bidder, MCM Roofing Company, Inc.

Project Work

The existing 60 mil Tri-Polymer Alloy (TPA) single ply roof system of the Blower Building, the RAS Building, the "Old" Digester Control/Boiler Building, and the "New" Digester Control Building will be removed to the concrete deck. Tapered insulation will be installed on the concrete deck prior to installing the fully adhered TPA single ply roof system. A combined total of approximately 15,930 square feet of this roofing system will be removed and replaced.

Public Outreach

There will be no adverse impacts to the public since all the work would be located within the Dry Creek Wastewater Treatment Plant (DCWWTP) Facility. The Contractor shall coordinate all the work with the DCWWTP staff to ensure that plant operations are not impacted.

FISCAL IMPACT

The total project budget of \$315,000 was approved with the Fiscal year 16-17 budget to cover construction, permitting, and staff labor time needed to complete the project. The project will be funded by the Wastewater Rehabilitation Fund and South Placer Wastewater Authority (SPWA) partner agencies. The proportionate project costs have been fully funded and authorized by the SPWA Board. Roseville and the Regional SPWA partners jointly share in rehabilitation project costs at the DCWWTP. Roseville's cost share is 61.74% (\$184,556) and the Regional Partners, Placer County and South Placer Municipal Utility District will share in the remaining 38.26% (\$114,369) of the cost.

ECONOMIC DEVELOPMENT / JOBS CREATED

The project will create up to 10 temporary construction jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Edward Winston, Associate Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-378

Construction Contract

RESOLUTION NO. 16-378

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
MCM ROOFING COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the Dry Creek Wastewater Treatment Plant Roof
Rehabilitation project, by and between the City of Roseville and MCM Roofing Company, 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; and

BE IT FURTHER RESOLVED that the Environmental Utilities Director is authorized to
approve change orders for the Project, consistent with the contract terms, provided that the net
cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and MCM Roofing Company, Inc. _____, a _____ California Corporation, ("CONTRACTOR"),

WITNESSETH:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the ____ day of _____, 20____, approved plans and specifications consisting of the General Conditions for Buildings and Grounds and Special Conditions for the Dry Creek Wastewater Treatment Plant Roof project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 26th day of JULY, 2016, 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 City 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 accordance with the aforementioned specifications,

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

(a) To do the work and furnish all the labor, materials, tools, equipment and insurance required for the Dry Creek Wastewater Treatment Plant Roof 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 Department for Contract Administration as defined in the Contract Documents.

2. PAYMENT. CITY shall pay CONTRACTOR \$271,750.00 for the Work to be done under this contract in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of all of the documents described in section 1-1.12 of the General Conditions.

All Contract Documents 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 ESSENCE. Time is of the essence of this Agreement.

6. 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.

7. 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.

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

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

10. 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.

11. 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 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

CONTRACTOR:
MCM ROOFING COMPANY, INC
A CALIFORNIA CORPORATION

By: _____
ROB JENSEN
City Manager

By: [Signature]
its: President

ATTEST:

and

By: _____
SONIA OROZCO
City Clerk

By: [Signature]
its: Vice President

APPROVED AS TO FORM:

Business License #: 00822748

By: _____
ROBERT R. SCHMITT
City Attorney



COUNCIL COMMUNICATION

CC #: 7947
File #: 0203-02

Title: Commercial Tires - Blanket Purchase Order
Contact: Brian Craighead (916) 774-5731 bcraighead@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Authorize an open annual purchase order to Goodyear Commercial Tire Company for the purchase of tires utilizing National Joint Powers Alliance (NJPA) contract# 041712-GTC. The total estimated annual amount of the award is \$350,000.00 annually or up to department budgeted amount.

BACKGROUND

The Vehicle Maintenance Department has a recurring demand for a variety of tires to maintain the City's vehicle fleet. We will be piggybacking NJPA contract number 041712-GTC for new tire purchases. The tires will be purchased on an as needed basis throughout the year by the City's Fleet Services Division.

NJPA is a purchasing cooperative that offers competitively bid contracts for use by member agencies nationwide. The NJPA contract is awarded to Goodyear Tire Company, and the City will be utilizing one of their local authorized dealers, Goodyear Commercial Tire, for the purchases. The approximate savings off of list price by utilizing the NJPA is anywhere from 40-49 percent depending on the type of tire.

FISCAL IMPACT

The estimated total value of the award is \$350,000.00, or up to department budgeted amount. Funding is included in the Automotive Services Tire budget for FY2016/17.

ECONOMIC DEVELOPMENT / JOBS CREATED

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 (CEQA Guidelines §15061(b)(3)). The purchase of tires does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Brian Craighead, Fleet Manager

Paul Diefenbach, Central Services Director

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7957
File #: 0203-09

Title: Refuse Bins (RFQ 01-3034) - Purchase Order
Contact: Babette Owens (916) 774-5704 bowens@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Recommend Council authorize the renewal of an open annual purchase order to Stockton Tri-Industries for refuse bins to be purchased as needed utilizing RFQ 01-3034. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid 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. The estimated annual cost is \$80,000.00 or not to exceed department budgeted amount.

BACKGROUND

The Environmental Utilities Solid Waste Division has an ongoing requirement for recycling and refuse bins. These bins are positioned in sites throughout the City for solid waste disposal as well as recycling material drop-off and pick-up.

The Solid Waste division regularly uses 2, 3, 4, 5, 6, and 8-yard front loader refuse containers as well as 2 and 3-yard rear loader refuse containers and 25, 30, and 40-yard nestable roll-off bins. These containers and bins are initially purchased and stored as Central Stores stock items on an as needed basis to maintain stock levels. The Solid Waste Division, in turn, purchases the bins from Central Stores on an as needed basis. The actual quantities to be used in any given year cannot be predicted, so the order total is an estimated value based on previous years' usage and knowledge of future requirements.

A bid was issued in April 2015 for refuse bins and allowed for optional renewal years. This will be the first of four optional years. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid 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.

FISCAL IMPACT

The estimated annual cost of the purchase order is \$80,000.00. The bins are initially purchased

as needed using the Central Stores inventory replacement account with the bins ultimately being charged to the Environmental Utilities Solid Waste Division when they purchase the bins from Central Stores as needed throughout the year. The Environmental Utilities Solid Waste Division funding is approximately 50 percent from their Capital Equipment Budget and 50 percent from their Equipment Rehabilitation Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

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 (CEQA Guidelines §15061(b)(3)). The purchase of refuse bins does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7962
File #: 0203-06

Title: Software Maintenance Support Services – Purchase Renewal
Contact: Tom Pelster (916)774-5166 tpelster@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Authorize a purchase order for renewal of Oracle software support services to Mythics Inc., an authorized Oracle reseller, utilizing the General Services Administration (GSA) schedule 70 contract number GS-35F-0153M. The total estimated annual cost is \$37,169.04.

BACKGROUND

The Information Technology and Environmental Utilities Departments require software maintenance support services for the Oracle database software that runs several Citywide computer applications. Since 1998 the City has used Oracle database software to run critical enterprise systems. Utility billing and infrastructure management, are two major applications that use Oracle software. The data generated by the City's water and wastewater treatment plants SCADA (Supervisory Control and Data Acquisition) and laboratory information systems are used to provide daily operational guidelines and fulfill regulatory requirements and must be kept as a permanent record. In order to meet the stringent regulatory reporting practices required by the Federal EPA and state Regional Water Quality Control Board, a historical data system was implemented utilizing an Oracle database. This purchase renewal provides annual technical support, new software availability and current licensing for the database and end user software. Funding is included in the Information Technology and Environmental Utilities 2016/2017 fiscal year budgets.

FISCAL IMPACT

The total estimated cost for this purchase is \$37,169.04. Funding is included in the Information Technology and Environmental Utilities 2016/2017 fiscal year budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no applicable economic development or job creation from this purchase.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Oracle software renewal and maintenance does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tom Pelster, Information Technology Division Manager

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Mythics Oracle quote FY1617



Kenneth Evans Jr.
Direct: 757.431-7562
Fax: 757.965.9486
Email: kevans@mythics.com

Company Name: City of Roseville

Contact: Tom Pelster
Phone: 916-774-5166
Email: tpelster@roseville.ca.us

Quote Number: COR 5631170 FY17
Valid Through: September 8, 2016

Please reference quote
number on approved purchase
order.

Mythics, Inc
1439 N. Great Neck Rd. Suite 201
Virginia Beach, VA 23454

ORACLE SUPPORT RENEWAL

Line Item	CSI	GSA Part #	Oracle Product Description	Term	License Type	Number of Licenses	License Level	Extended Price
2	2235223	A90610-OTGPL-S	Oracle Database Standard Edition One	09/01/2016-08/31/2017	Processor Perpetual	6	FULL USE	\$3,861.97
4	3755498	A90611-OTGPL-S	Oracle Database Enterprise Edition	09/01/2016-08/31/2017	Processor Perpetual	2	FULL USE	\$21,710.46
5	3755498	L10022-OTGPL-S	Oracle Discoverer Desktop Edition	09/01/2016-08/31/2017	Named User Perpetual	1	FULL USE	\$271.37
6	3755498	A90632-OTGPL-S	Oracle Internet Application Server Enterprise Edition	09/01/2016-08/31/2017	Processor Perpetual	1	FULL USE	\$5,427.63
7	3755498	L10021-OTGPL-S	Oracle Internet Developer Suite	09/01/2016-08/31/2017	Named User Perpetual	1	FULL USE	\$1,373.32
8	14726027	A90620-OTGPL-S	Oracle Partitioning	09/01/2016-08/31/2017	Processor Perpetual	2	FULL USE	\$4,524.30
								\$37,169.04
								NEW LICENSE & SUPPORT: UPON REQUEST
								TRAINING: UPON REQUEST
								SERVICES: UPON REQUEST

TOTAL \$37,169.04

For Internal Tracking Purposes Only

Server Make	Server Model	Number of Cores	Current Software Version
-------------	--------------	-----------------	--------------------------

1			
2			
3			
4			
5			
6			
7			

The above information is requested in order to better serve your organization's needs. The information will be used solely for internal purposes and to assist you with future upgrades or questions that pertain to your Oracle environment

Additional Information:

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics DUNS#: 013358002
Mythics Fed Tax ID# 54-1987871
CAGE CODE: 1TA34
NAIC: 423430
Support services are provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>.
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at <http://edelivery.oracle.com/>

licensing terms and conditions

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable.

Purchasing Instructions:

Please include the following statements in your order:

1. Mythics Quote #: **COR 5631170 FY17**
2. This order is placed pursuant to the terms and conditions of **Mythics GSA Schedule: GS-35F-0153M**.
3. Payment terms are: **Quarterly in Arrears**.
- 4.) **By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.**

Fax order to 757-965-9486 or email kevans@mythics.com



COUNCIL COMMUNICATION

CC #: 7949
File #: 0203-03

Title: Sodium Hydroxide Solution (BACC 13-2016) - Service Agreement
Contact: Babette Owens (916) 774-5704 bowens@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement with Brenntag Pacific, Inc. for sodium hydroxide solution. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement. The estimated annual cost is \$447,500.00, not to exceed budgeted amounts.

BACKGROUND

The Wastewater Treatment Plants, the Water Treatment Plant and the Roseville Energy Park have ongoing requirements for sodium hydroxide solution (caustic soda), which is used in the water treatment purification process to adjust pH and reduce corrosion in the distribution system. The chemical will be purchased by the end using departments as needed throughout the year.

In March 2016, the City participated in a regional chemical bid lead by the Bay Area Chemical Consortium (BACC), with the Dublin San Ramon Services District serving as the coordinating agency. BACC is comprised of water and wastewater agencies in the Northern California area, working together to purchase chemicals by combining bid solicitations. BACC is an informal cooperative that advertises and opens sealed competitive bids and then prepares bid recommendations. Combined bid solicitations offer vendors an opportunity to sell greater quantities of their products. Because more than 50 public agencies are now participating, significant savings for chemical purchases are being passed along to the agencies' water and wastewater customers.

FISCAL IMPACT

The estimated annual cost of the agreement is \$447,500.00. Funding is included in the Environmental Utilities and Electric Departments' FY2016/17 budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

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 (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Purchase Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-385

Service Agreement

RESOLUTION NO. 16-385

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN THE CITY OF ROSEVILLE AND BRENNTAG PACIFIC, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1703205) sodium hydroxide solution, between the City of Roseville and Brenntag Pacific, Inc., has been prepared and reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement renewal is 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

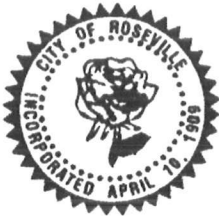
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703205**

SERVICE LOCATION: DRY CREEK WWTP
WATER TREATMENT PLANT
PLEASANT GROVE WWTP
ROSEVILLE ENERGY PARK

REQ. NO.: RENEWAL DATE: 5/7/16

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Department: VARIOUS

Acct. Code: VARIOUS

Buyer: BABETTE OWENS
Phone: 916-774-5704

Contractor No.: V35688
Telephone No.: 707-694-4087 Fax:
Email address: ltua@brenntag.com
Contractor: BRENNTAG PACIFIC, INC.
ATTN: KOSTA SKOURTIS
10747 PATTERSON PLACE
SANTA FE SPRINGS, CA 90670

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/16	NET 30	6/30/17	Approved by Risk Mgt.	BABETTE OWENS

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

Provide sodium hydroxide solution (caustic soda) on an as needed basis in accordance with all specifications, terms, conditions and attachments of BACC Bid No. 13-2016. Pricing: 50% sodium hydroxide - \$0.199/dry lb., 25% sodium hydroxide - \$0.22/dry lb. Deliveries to be made Monday - Friday between the hours of 7am - 3pm.

Please contact Babette Owens at 916-774-5704 for questions regarding this contract.

*PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

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

Total Cost of Service: \$ **447,500.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 0580-10747-0000 Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Tim Willenborg Tim Willenborg President
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE



By: Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 7928

File #: 0716

Title: Library Software Maintenance and System Enhancements - Service Agreement
Renewal

Contact: Rendi Hodge (916) 774-5240 rhodge@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.7.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a two year service agreement renewal with ByWater Solutions, LLC for annual software maintenance and system enhancements for the Roseville Public Library's integrated library computer system. The annual estimated cost of this service is \$26,700.00 for each fiscal year through FY2017/2018, not to exceed budgeted amount.

BACKGROUND

The Roseville Public Library utilizes Koha Library Software as a tool to circulate library materials, provide customer accounts and library cards, integrate acquisitions and cataloging, and provide online access to the library catalog. The Library also uses the Libki module of Koha Library Software to manage public computer usage and reservations. The integrated library computer system increases ease of use for customers and staff, enhances record keeping and statistics, and expands capabilities. ByWater Solutions will continue to develop the system further, and provide maintenance support services, including upgrades and updates, to ensure that the software functions at the highest level possible.

In June 2012, ByWater Solutions was awarded an RFP to implement the integrated library computer system for the City. The RFP allows for renewals of this contract up to June 2018 at the current pricing. The service has been satisfactory and in accordance with the terms and conditions of the bid.

FISCAL IMPACT

The annual cost of this service is \$26,700.00. Funding is included in the Library Division's approved FY2016/17 budget. Funding will be requested in the Library Division's proposed FY2017/18 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this request will not create any new jobs.

ENVIRONMENTAL REVIEW

The Library Software Maintenance and System Enhancements project is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Rendi Hodge, Library Supervisor

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-369

ByWater Solutions Service Agreement

RESOLUTION NO. 16-369

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN THE CITY OF ROSEVILLE AND BYWATER SOLUTIONS, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1703172) for library software maintenance and system enhancements, between the City of Roseville and Bywater Solutions, LLC, has been prepared and reviewed by the Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the remaining two years of renewal of the service agreement provided that their budget is approved by the City Council.

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

PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703172**

SERVICE LOCATION: DOWNTOWN LIBRARY
225 TAYLOR STREET
ROSEVILLE, CA

REQ. NO.: RENEWAL DATE: 6/28/16

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V39262
Telephone No.: 888-900-8944 Fax:
Email address: info@bywatersolutions.com
Contractor: BYWATER SOLUTIONS, LLC
ATTN: CINDY NORMAN
PO BOX 1346
SANTA BARBARA, CA 93102

Department: PARKS/RECREATION & LIBRARY

Acct. Code: 06500-5330

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/16	NET 30	6/30/18	Approved by Risk Mgt.	RENDI HODGE

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

PROVIDE SERVICES FOR ANNUAL SUPPORT, HOSTING AND DEVELOPMENT FOR KOHA INTEGRATED LIBRARY SYSTEM AND LIBKI WEB-BASED RESERVATION SYSTEM IN ACCORDANCE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS OF THE CITY OF ROSEVILLE'S RFP FOR INTEGRATED LIBRARY SYSTEM (ILS) #LIB01.

PLEASE CONTACT RENDI HODGE AT (916)774-5240 FOR QUESTIONS REGARDING THIS AGREEMENT.

PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

THE TOTAL COST OF SERVICE BELOW IS AN APPROXIMATE VALUE ONLY. THE CITY DOES NOT GUARANTEE WHATSOEVER THE ACTUAL AMOUNT TO BE SPENT.

Total Cost of Service: \$ **53,400.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☒ PARTNERSHIP

☐ CORPORATION

CONTRACTOR:  Brendan Gallagher CEO
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor 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 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 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 a thirty (30) day notice.
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 fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. 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>.
- 10a. 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.
- 10b. 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.
- 10c. 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 for Workers' Compensation. 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.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. 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.
- 10g. 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.
- 10h. 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.
- 10i. 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 Service Agreement, the terms of this Service 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. If the project referenced on this service 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.

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



COUNCIL COMMUNICATION

CC #: 7933

File #: 0900-02-02-1

Title: Dry Creek Wastewater Treatment Plant Digester 1 Cleaning Project (RFQ 01-3090) - Service Agreement
Contact: Babette Owens (916) 774-5704 bowens@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.8.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement with MP Environmental Services, Inc. as the lowest responsive bid for RFQ 01-3090 for the Dry Creek Wastewater Treatment Plant Digester 1 Cleaning Project. Additionally, adopt a resolution authorizing the City Manager to sign the attached service agreement. The total cost for the project will not exceed \$349,996.25.

BACKGROUND

Two digesters are used to treat wastewater sludge at the Dry Creek Wastewater Treatment Plant. As part of routine maintenance, one digester at a time is taken out of service and cleaned to remove solids buildup and to assess the condition of the structure and equipment.

A formal bid was issued where vendors were asked to provide pricing for the contractor to remove all the liquid and the solid material that has deposited on the tank floor, which includes sludge, scum, grit, and sand. The liquid will be returned to the plant for treatment and solids will be disposed properly at a landfill or land application site. Internal components of the digester, including the walls, ceiling, floor, and equipment will be washed clean and the tank will be pumped dry. The contractor will construct a scaffold and light system inside the tank. Under a separate contract, a consultant will use the scaffold and light system to perform a structural assessment of the tank. City staff will assess the condition of the internal mechanical equipment.

A formal bid was issued where vendors were asked to quote the unit prices for DCWWTP Digester 1 Cleaning Project. The bid award is based on the lowest responsive bidder for the combined total.

<u>Bidder</u>	<u>Total</u>
American Process Group Stony Plain, AB	\$430,844.89
Synagro-WWT, Inc.	\$388,840.00

Baltimore, MD

MP Environmental Services, Inc. Bakersfield, CA	\$349,996.25
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Pipe and Plant Solutions, Inc. Berkeley, CA	\$479,300.00
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FISCAL IMPACT

The grand total cost of this project is \$349,996.25. Funding is included in the Dry Creek Wastewater Treatment Plant FY2016/17 Operations Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-374

Signed Service Agreement

RESOLUTION NO. 16-374

APPROVING A SERVICE AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND MP ENVIRONMENTAL SERVICES, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703504) between City of Roseville and MP Environmental Services, Inc., for the Dry Creek Wastewater Treatment Plant Digester 1 cleaning project, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service 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



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703504**

SERVICE LOCATION: CITY OF ROSEVILLE
DCWWTP
1800 BOOTH ROAD
ROSEVILLE, CA 95747

REQ. NO.: R1714150 DATE: 7/20/16

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V25801
Telephone No.: (661) 393-1151 Fax:
Email address: scalderwood@mpenviro.com
Contractor: MP ENVIRONMENTAL SERVICES, INC.
ATTN: SHAWN CALDERWOOD
3400 MANOR STREET
BAKERSFIELD, CA 93308

Department: EU - DCWWTP

Acct. Code: 08422-5330

Buyer: BABETTE OWENS
Phone: (916) 7747-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
ASAP	NET 30	UPON FINAL INVOICE	Approved by Risk Mgt.	TODD JORDAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
DRY CREEK WASTEWATER TREATMENT PLANT DIGESTER 1 CLEANING PROJECT - VENDOR SHALL REMOVE AND DISPOSE OF ALL LIQUIDS AND SOLIDS FROM DIGESTER 1 AND WASH DOWN THE INTERIOR SURFACES IN ACCORDANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF RFQ 01-3090.

Total Cost of Service: \$ **349,996.25**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: 1000014231

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 7964
File #: 0203-02

Title: Oil Products - Service Agreement Renewal
Contact: Babette Owens (916) 774-5704 bowens@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Recommend Council authorize renewal of a service agreement with Hunt & Sons, Inc. for the purchase and delivery of lubricants, oil, and grease utilizing the Dublin San Ramon Services District RFP No. 2016-05. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement. The total estimated annual cost is \$90,000.00, not to exceed budgeted amount.

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, including authorization for the City Manager to sign service agreement renewals through the fourth optional renewal agreement in FY2019/20, pending Council approval of budgets for that year.

BACKGROUND

The Vehicle Maintenance Department has a recurring demand for a variety of lubricants, oil, and grease. These commodities are used in their ongoing fleet service operations.

The City will be piggybacking on a contract that was awarded to Hunt & Sons, Inc. utilizing the Dublin San Ramon Services District RFP No. 2016-05, which has three remaining optional renewal years. The services provided have been satisfactory and in accordance with the terms and conditions of the bid.

FISCAL IMPACT

Estimated annual cost is \$90,000.00 and funding is included in the Automotive Services FY2016/17 Budget. The dollars will be encumbered one year at a time pending Council approval of budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

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 (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Purchase Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-396

Service Agreement

RESOLUTION NO. 16-396

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN THE CITY OF ROSEVILLE AND HUNT & SONS, INC., AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1703168) lubricants, oil and grease, between the City of Roseville and Hunt & Sons, Inc., has been prepared and reviewed by the Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the remaining three years of renewal of the service agreement provided that their budget is approved by the City Council.

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



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703168**

SERVICE LOCATION: AS DIRECTED
ROSEVILLE, CA

REQ. NO.: RENEWAL DATE: 5/11/16

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V10214
Telephone No.: 916-383-4868 Fax: 916-383-1005
Email address: jhunt@huntsonsons.com
Contractor: HUNT & SONS, INC.
ATTN: JOSH HUNT
5750 SOUTH WATT AVENUE
SACRAMENTO, CA 95827

Department: VEHICLE MAINTENANCE

Acct. Code: 03321-5014

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
UPON COUNCIL APPROVAL	NET 30	6/30/17	Approved by Risk Mgt.	RICH BAKANEC

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE & DELIVER LUBRICANTS, OIL, AND GREASE ON AN AS NEEDED BASIS IN ACCORDANCE WITH ALL
SPECIFICATIONS, TERMS AND CONDITIONS OF DUBLIN SAN RAMON SERVICES DISTRICT RFP NO. 2016-05.

PLEASE CONTACT RICH BAKANEC AT (916) 746 1720 FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Total Cost of Service: \$ 90,000.00

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

Joshua M. Hunt
SIGNATURE

JOSHUA M. HUNT
PRINT NAME

owner/CEO
TITLE

CONTRACTOR:

Daniel Maie
SIGNATURE

DANIEL MAIE
PRINT NAME

CFO
TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 7945
File #: 0203-02

Title: Fuel - Service Agreement Renewal
Contact: Babette Owens (916) 774-5704 bowens@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement renewal with Hunt & Sons, Inc. for the purchase and delivery of unleaded, diesel, and ultra low sulphur diesel fuels utilizing the Dublin San Ramon Services District RFP No. 2016-04. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement. The total estimated cost is \$1,908,057.00, not to exceed budgeted amount.

Staff requests authorization to continue utilizing the contract without further Council approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest, including authorization for the City Manager to sign service agreement renewals through the fourth optional renewal agreement in FY2019/20, pending Council approval of budgets for that year.

BACKGROUND

The Vehicle Maintenance Division has a recurring demand for unleaded, diesel, and ultra low sulphur diesel fuel used in ongoing operations for City vehicles and equipment.

The City will be piggybacking on a contract that was awarded to Hunt & Sons, Inc. utilizing the Dublin San Ramon Services District RFP No. 2016-04, which has three remaining optional renewal years. The services provided have been satisfactory and in accordance with the terms and conditions of the bid.

FISCAL IMPACT

Estimated annual cost is \$1,908,057.00 and funding is included in the Automotive Services FY2016/17 Budget. The dollars will be encumbered one year at a time pending Council approval of budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

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 (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Purchase Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-382

Service Agreement

RESOLUTION NO. 16-382

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN THE CITY OF ROSEVILLE AND HUNT & SONS, INC., AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1703071) for fuel, between the City of Roseville and Hunt & Sons, Inc., has been prepared and reviewed by the Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the remaining three years of renewal of the service agreement provided that their budget is approved by the City Council.

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



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703071**

SERVICE LOCATION: AS DIRECTED
ROSEVILLE, CA

REQ. NO.: RENEWAL DATE: 5/13/2016

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V10214
Telephone No.: 916-383-4868 Fax: 916-383-1005
Email address:
Contractor: HUNT & SONS, INC.
ATTN: JOSH HUNT
5750 SOUTH WATT AVENUE
SACRAMENTO, CA 95827

Department: VEHICLE MAINTENANCE

Acct. Code: 03321-5011
03321-5010

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
UPON COUNCIL APPROVAL	NET 30	6/30/2017	Approved by Risk Mgt.	RICH BAKANEC

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE & DELIVER UNLEADED, DIESEL, AND ULTRA LOW SULPHUR DIESEL FUELS ON AN AS NEEDED BASIS IN
ACCORDANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS OF DUBLIN SAN RAMON SERVICES DISTRICT RFP
NO. 2016-04.

PLEASE CONTACT RICH BAKANEC AT (916) 746 1720 FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Total Cost of Service: \$ **1,908,057.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Joshua M. Hunt Joshua M. Hunt owner/CEO
SIGNATURE PRINT NAME TITLE

CONTRACTOR: Daniel Hane DANIEL HANE CFO
SIGNATURE PRINT NAME TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 7946
File #: 0203-04

Title: Generator Maintenance and Repair - Service Agreements
Contact: Dan Allen (916) 774-5741 dallen@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to sign the service agreements with C&D Power and Holt of California to perform scheduled maintenance and repairs on an as needed basis on emergency generators. Total value of each agreement is \$100,000.00. Funding is included in the Building Maintenance, Environmental Utilities, Electric, and IT FY2016-17 budgets.

Staff requests authorization to continue utilizing the contract without further Council approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest, including authorization for the City Manager to sign service agreement renewals through the fourth optional renewal agreement in FY2019/20, pending Council approval of budgets for that year.

BACKGROUND

Staff solicited proposals for emergency generator scheduled maintenance and repair services on an as-needed basis in May 2016. Five qualified proposals were received. After careful review and rating of each proposal staff recommends the award of two service agreements one to C&D Power and one to Holt of California to perform scheduled maintenance and repairs on an as needed basis on emergency generators. Total value of each agreement is \$100,000.00.

FISCAL IMPACT

The estimated total annual cost for emergency generator services is \$100,000.00. Funding is included in the Building Maintenance, Environmental Utilities, Electric, and IT 2016/2017 fiscal year budgets. The dollars will be encumbered one year at a time pending Council approval of budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-383

Services Agreement with C&D Power

Resolution No. 16-384

Service Agreement with Holt

RESOLUTION NO. 16-383

APPROVING A SERVICE AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND GOT POWER, INC., DBA C&D POWER,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S170526A) between City of Roseville and Got Power, Inc. dba C&D Power, for generator maintenance and repair services, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement is 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 is authorized to execute the remaining four years of renewal of the service agreement provided that their budget is approved by the City Council.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

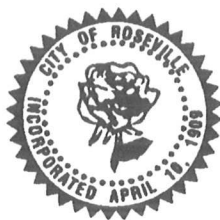
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S170526A**

SERVICE LOCATION: AS DIRECTED
ROSEVILLE, CA

REQ. NO.: NEW DATE: 7/14/16

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Department: BUILDING MAINTENANCE

Acct. Code: 03331-5100

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Contractor No.: V36587
Telephone No.: (916)564-2622 Fax: (916)564-1083
Email address: karen@gotpower.com
Contractor: GOT POWER, INC.
dba CD & POWER
ATTN: KAREN STRATTON
4372 PINELL STREET
SACRAMENTO, CA 95838

Start Date	Terms	Completion Date	Insurance Limits	Contact
ASAP	NET 30	6/30/17	Approved by Risk Mgt.	DAN ALLEN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
ANNUAL SERVICE AGREEMENT FOR GENERATOR MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH ALL
TERMS, CONDITIONS, AND SPECIFICATIONS OF RFP 01-007. ALL JOBS MUST BE QUOTED AND APPROVED BY DAN ALLEN
BEFORE WORK CAN BEGIN.

PLEASE CONTACT DAN ALLEN AT (916)774-5741 FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Total Cost of Service: \$ 100,000.00

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: 757162 DIR Registration No.: 1000005938

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor 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 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 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 a thirty (30) day notice.
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 fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. 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>.
- 10a. 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.
- 10b. 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.
- 10c. 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 for Workers' Compensation. 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.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. 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.
- 10g. 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.
- 10h. 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.
- 10i. 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 Service Agreement, the terms of this Service 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. If the project referenced on this service 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.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

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 12010-R1
Hemet, CA 92546-8010

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

☐ Construction	☐ Design Professional	☐ Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services	☐ Professional Consultant	☐ Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers/Vendors	☐ Professional Counseling/Psychological	☐ Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate 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:

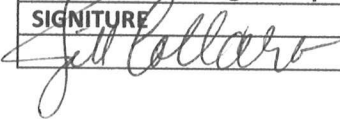
- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (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
*401 Oak Street 95678	1974
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

* Indicates facility has known asbestos

Sign to acknowledge receipt of asbestos notification		
SIGNATURE	COMPANY NAME	DATE
	CD & Power	7/14/16

RESOLUTION NO. 16-384

APPROVING A SERVICE AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND HOLT OF CALIFORNIA, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S170527A) between City of Roseville and Holt of California, for generator maintenance and repair services, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement is 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 is authorized to execute the remaining four years of renewal of the service agreement provided that their budget is approved by the City Council.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

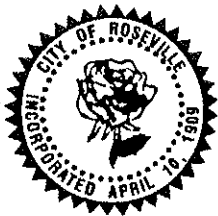
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S170527A**

SERVICE LOCATION: AS DIRECTED
ROSEVILLE, CA

REQ. NO.: New DATE: 7/14/16

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Department: BUILDING MAINTENANCE

Acct. Code: 03331-5100

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Contractor No.: V26180
Telephone No.: (916)991-8326 Fax: (916)991-8287
Email address: mrroulet@holtca.com
Contractor: HOLT OF CALIFORNIA
ATTN: MICHAEL ROULET
7310 PACIFIC AVENUE
PLEASANT GROVE, CA 95668

Start Date	Terms	Completion Date	Insurance Limits	Contact
ASAP	NET 30	6/30/17	Approved by Risk Mgt.	DAN ALLEN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
ANNUAL SERVICE AGREEMENT FOR GENERATOR MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH ALL
TERMS, CONDITIONS, AND SPECIFICATIONS OF RFP 01-007. ALL JOBS MUST BE QUOTED AND APPROVED BY DAN
ALLEN BEFORE WORK CAN BEGIN.

PLEASE CONTACT DAN ALLEN AT (916)774-5741 FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Total Cost of Service: \$ **100,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Bob Wolfe BOB WOLFE VICE PRESIDENT
SIGNATURE PRINT NAME TITLE

CONTRACTOR: David Thompson Todd Thompson Treasurer
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor 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 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 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 a thirty (30) day notice.
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 fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. 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>.
- 10a. 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.
- 10b. 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.
- 10c. 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 for Workers' Compensation. 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.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. 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.
- 10g. 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.
- 10h. 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.
- 10i. 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 Service Agreement, the terms of this Service 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. If the project referenced on this service 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.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

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 12010-R1
Hemet, CA 92546-8010

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

☐ Construction	☐ Design Professional	☐ Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services	☐ Professional Consultant	☐ Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers/Vendors	☐ Professional Counseling/Psychological	☐ Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate 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
*401 Oak Street 95678	1974
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

* Indicates facility has known asbestos

Sign to acknowledge receipt of asbestos notification		
SIGNATURE	COMPANY NAME	DATE
<i>Bos Wally</i>	<i>HOLT OF CALIFORNIA</i>	<i>7-26-2016</i>



COUNCIL COMMUNICATION

CC #: 7937

File #: 0400-04-09-1 & 0400-07

Title: Fiddymment Ranch - Phase 2, Village F-13B1 - Final Map and Subdivision Agreement

Contact: Kerry Andrews (916) 774-5346 kandrews@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.12.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, Lot A and the rights of way and easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and has found that it is in conformance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This final map will be creating 75 residential lots, 3 miscellaneous lots and 1 large lot for future development.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review per Section 15182 of the California

Environmental Quality Act (CEQA) Guidelines as a residential project pursuant to a Specific Plan for which an EIR has been certified. The West Roseville Specific Plan EIR (SCH#2002082057) was certified by the City of Roseville on February 4, 2004.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Map

Resolution No. 16-376

Subdivision Agreement

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 BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-13B1" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP, AND TO THE CONVEYANCE OF THE REAL PROPERTY DESCRIBED THEREON, AND DO 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:

- PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLINERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES; TOGETHER WITH EASEMENTS FOR INSTALLATION AND MAINTENANCE OF THESE UTILITIES ON, OVER, UNDER AND ACROSS LOTS, B AND C, AND THOSE STRIPS OF LAND TEN (10) FEET IN WIDTH AND CONTIGUOUS TO THE LOTS, DRIVES, AND LOOP SHOWN HEREON AND DESIGNATED "10' PUE".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON), THE STREETS SHOWN HEREON AS ADELAIDE DRIVE, ADELAIDE LOOP, CHICO DRIVE, DANWOOD DRIVE, FENCE POST WAY, MOLLIS WAY, AND SMOKEHOUSE WAY, AND LOTS B AND C.
- LOT A, SHOWN HEREON, TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
IT: DAVID ASH
IT: SENDER VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR 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 Contra Costa) SS

ON 8th DAY OF August, 2016 BEFORE ME, Jacqueline Wilke Bocher, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED David Ash

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/IT/HEY 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:

PRINTED NAME: Jacqueline Wilke Bocher

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: Contra Costa

MY COMMISSION EXPIRES: April 5, 2019

MY COMMISSION NO.: 2105829

FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-13B1
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-13B

SUBDIVISION NO. PL14-0397
BEING A PORTION OF THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 LARGE LOT SUBDIVISION" SUBDIVISION NO. 03-11, BOOK 88 OF MAPS, PAGE 24 O.R.P.C. LYING WITHIN A PORTION OF SECTION 13, T.11 N., R.5 E., AND A PORTION OF SECTION 18, T.11 N., R.6 E., MOUNT DIABLO MERIDIAN, CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



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3301 C ST., Bldg. 100-B Tel 916.341.1780
Sacramento, CA 95816 Fax 916.341.1780

AUGUST 2016

Sheet 1 of 7
1027.144

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-13B1 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS SPECIFIED THEREON. I HEREBY CERTIFY THAT THE MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: 09/30/2016

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-13B1 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278

EXPIRATION DATE: 12/31/2017

DATE



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2, VILLAGE F-13B1, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOT A AND THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION.

DATE

CITY CLERK, CITY OF ROSEVILLE

BY: ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2016, AT _____ M. IN _____ BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ _____ DOCUMENT NO.: _____

BY: JIM McCAULEY, COUNTY RECORDER

COUNTY OF PLACER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2, VILLAGE F-13B1 WAS SURVEYED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THE SURVEYED THEREON CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SIGNATURE HOMES IN AUGUST, 2015. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP THAT ALL THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2017

DATE: 8/14/16

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FIDDYMENT RANCH PHASE 2" - VILLAGE SUBDIVISION IS 1.00 ACRES, CONSISTING OF 72 RESIDENTIAL LOTS, MISCELLANEOUS LOTS, FUTURE DEVELOPMENT LOT, AND CREATING 1 DESIGNATED REMAINDER.
5. 5/8" REBAR CAPPED LS 8067 WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSET FOR ANGLE POINTS ADJACENT TO WALLS FRONT CORNERS WILL BE SET WITH 1" REBAR STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF PROPERTY LINE ONTO THE SIDEWALK.

REFERENCES:

- (1) BB MAPS 24 FINAL MAP OF FIDDYMENT RANCH PHASE 2 - LARGE LOT SUBDIVISION
- (2) CC MAPS 21 FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE 14-D1
- (3) DD MAPS 9 FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGES F-9 & F-19

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.6E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°28'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2 - LARGE LOT SUBDIVISION, FILED IN BOOK 88 OF MAPS AT PAGE 24, O.R.P.C.

LEGEND

- DIMENSION POINT
- ⊙ SET BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL
- ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944" IN LIEU OF 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8046" PER (1).
- ⊙ FOUND 3/4" IRON PIPE WITH PLASTIC CAP STAMPED "LS 7944" PER (2).
- ⊙ FOUND BRASS CAP WITH PUNCH STAMPED "7944" IN MONUMENT WELL PER (2).
- ⊙ FOUND BRASS DISK WITH PUNCH STAMPED "LS 8046 WR" IN MONUMENT WELL PER (1).
- ⊙ FOUND SECTION CORNER AS NOTED
- N.T.S. NOT TO SCALE
- (OA) OVERALL DIMENSION
- O.R.P.C. OFFICIAL RECORDS OF PLACER COUNTY
- PUE PUBLIC UTILITY EASEMENT
- (RT) RADIAL BEARING
- SF SQUARE FEET

FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-13B1

WEST ROSEVILLE SPECIFIC PLAN, PARCEL F-13B

SUBDIVISION NO. PL14-0397

BEING A PORTION OF THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 LARGE LOT SUBDIVISION", SUBDIVISION NO. 03-11, BOOK 88 OF MAPS, PAGE 24, O.R.P.C. LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., AND A PORTION OF SECTION 14, T. 11 N., R. 6 E., MOUNT DIABLO MERIDIAN CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



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Sacramento, CA 95816 Fax 916.341.7787

AUGUST 2016

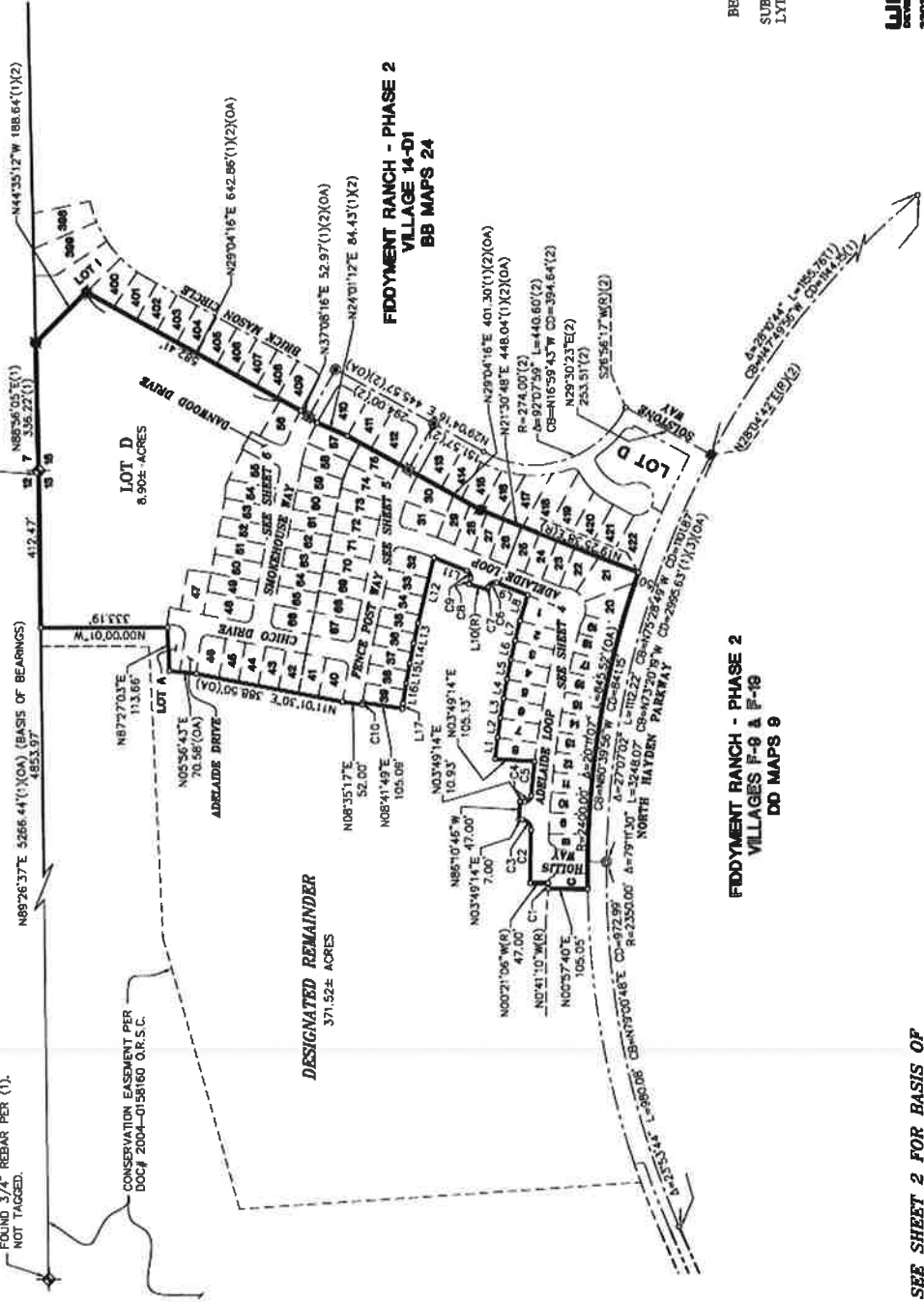
Sheet 2 of 7

10/21/14

BOUNDARY SHEET

No.	Radius	Delta	Length	Chord	Bearing	Chord Dist
C1	2500.00'	070°03'	14.62'	N89°28'32"E	14.62'	14.62'
C2	2552.00'	370°40'	158.31'	N88°47'16"W	158.31'	158.31'
C3	76.00'	89°52'34"	40.37'	N48°17'54"E	36.43'	36.43'
C4	17.00'	89°52'34"	26.47'	N48°17'54"E	23.84'	23.84'
C5	2552.00'	231°28'	90.34'	N84°12'36"W	90.34'	90.34'
C6	17.00'	89°52'34"	26.47'	N48°17'54"E	23.84'	23.84'
C7	2552.00'	370°40'	158.31'	N88°47'16"W	158.31'	158.31'
C8	76.00'	89°52'34"	40.37'	N48°17'54"E	36.43'	36.43'
C9	17.00'	89°52'34"	26.47'	N48°17'54"E	23.84'	23.84'
C10	2500.00'	070°03'	14.62'	N89°28'32"E	14.62'	14.62'

Line No.	Bearing	Length	Chord	Bearing	Chord Dist
L1	N82°42'52"W	56.35'	56.35'		
L2	N81°32'47"W	51.69'	51.69'		
L3	N80°16'02"W	51.69'	51.69'		
L4	N79°16'16"W	51.69'	51.69'		
L5	N78°12'31"W	51.69'	51.69'		
L6	N77°05'45"W	51.69'	51.69'		
L7	N75°57'54"W	53.41'	53.41'		
L8	N73°17'01"W	70.85'	70.85'		
L9	N72°30'48"E	85.44'	85.44'		
L10	N71°40'38"E	83.97'	83.97'		
L11	N70°50'58"E	83.97'	83.97'		
L12	N70°17'54"W	171.16'	171.16'		
L13	N70°04'16"E	53.56'	53.56'		
L14	N70°04'16"E	53.56'	53.56'		
L15	N70°04'16"E	53.56'	53.56'		
L16	N69°57'54"W	53.56'	53.56'		
L17	N69°57'54"W	53.56'	53.56'		
L18	N69°57'54"W	53.56'	53.56'		
L19	N69°57'54"W	53.56'	53.56'		
L20	N69°57'54"W	53.56'	53.56'		
L21	N69°57'54"W	53.56'	53.56'		
L22	N69°57'54"W	53.56'	53.56'		
L23	N69°57'54"W	53.56'	53.56'		
L24	N69°57'54"W	53.56'	53.56'		
L25	N69°57'54"W	53.56'	53.56'		
L26	N69°57'54"W	53.56'	53.56'		
L27	N69°57'54"W	53.56'	53.56'		
L28	N69°57'54"W	53.56'	53.56'		
L29	N69°57'54"W	53.56'	53.56'		
L30	N69°57'54"W	53.56'	53.56'		
L31	N69°57'54"W	53.56'	53.56'		
L32	N69°57'54"W	53.56'	53.56'		
L33	N69°57'54"W	53.56'	53.56'		
L34	N69°57'54"W	53.56'	53.56'		
L35	N69°57'54"W	53.56'	53.56'		
L36	N69°57'54"W	53.56'	53.56'		
L37	N69°57'54"W	53.56'	53.56'		
L38	N69°57'54"W	53.56'	53.56'		
L39	N69°57'54"W	53.56'	53.56'		
L40	N69°57'54"W	53.56'	53.56'		
L41	N69°57'54"W	53.56'	53.56'		
L42	N69°57'54"W	53.56'	53.56'		
L43	N69°57'54"W	53.56'	53.56'		
L44	N69°57'54"W	53.56'	53.56'		
L45	N69°57'54"W	53.56'	53.56'		
L46	N69°57'54"W	53.56'	53.56'		
L47	N69°57'54"W	53.56'	53.56'		
L48	N69°57'54"W	53.56'	53.56'		
L49	N69°57'54"W	53.56'	53.56'		
L50	N69°57'54"W	53.56'	53.56'		
L51	N69°57'54"W	53.56'	53.56'		
L52	N69°57'54"W	53.56'	53.56'		
L53	N69°57'54"W	53.56'	53.56'		
L54	N69°57'54"W	53.56'	53.56'		
L55	N69°57'54"W	53.56'	53.56'		
L56	N69°57'54"W	53.56'	53.56'		
L57	N69°57'54"W	53.56'	53.56'		
L58	N69°57'54"W	53.56'	53.56'		
L59	N69°57'54"W	53.56'	53.56'		
L60	N69°57'54"W	53.56'	53.56'		
L61	N69°57'54"W	53.56'	53.56'		
L62	N69°57'54"W	53.56'	53.56'		
L63	N69°57'54"W	53.56'	53.56'		
L64	N69°57'54"W	53.56'	53.56'		
L65	N69°57'54"W	53.56'	53.56'		
L66	N69°57'54"W	53.56'	53.56'		
L67	N69°57'54"W	53.56'	53.56'		
L68	N69°57'54"W	53.56'	53.56'		
L69	N69°57'54"W	53.56'	53.56'		
L70	N69°57'54"W	53.56'	53.56'		
L71	N69°57'54"W	53.56'	53.56'		
L72	N69°57'54"W	53.56'	53.56'		
L73	N69°57'54"W	53.56'	53.56'		
L74	N69°57'54"W	53.56'	53.56'		
L75	N69°57'54"W	53.56'	53.56'		
L76	N69°57'54"W	53.56'	53.56'		
L77	N69°57'54"W	53.56'	53.56'		
L78	N69°57'54"W	53.56'	53.56'		
L79	N69°57'54"W	53.56'	53.56'		
L80	N69°57'54"W	53.56'	53.56'		
L81	N69°57'54"W	53.56'	53.56'		
L82	N69°57'54"W	53.56'	53.56'		
L83	N69°57'54"W	53.56'	53.56'		
L84	N69°57'54"W	53.56'	53.56'		
L85	N69°57'54"W	53.56'	53.56'		
L86	N69°57'54"W	53.56'	53.56'		
L87	N69°57'54"W	53.56'	53.56'		
L88	N69°57'54"W	53.56'	53.56'		
L89	N69°57'54"W	53.56'	53.56'		
L90	N69°57'54"W	53.56'	53.56'		
L91	N69°57'54"W	53.56'	53.56'		
L92	N69°57'54"W	53.56'	53.56'		
L93	N69°57'54"W	53.56'	53.56'		
L94	N69°57'54"W	53.56'	53.56'		
L95	N69°57'54"W	53.56'	53.56'		
L96	N69°57'54"W	53.56'	53.56'		
L97	N69°57'54"W	53.56'	53.56'		
L98	N69°57'54"W	53.56'	53.56'		
L99	N69°57'54"W	53.56'	53.56'		
L100	N69°57'54"W	53.56'	53.56'		



FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-13B1

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-13B

SUBDIVISION NO. PL14-0397

BEING A PORTION OF THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 LARGE LOT SUBDIVISION", SUBDIVISION NO. 03-11, BOOK BB OF MAPS, PAGE 24, O.R.P.C. LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., AND A PORTION OF SECTION 14, T. 11 N., R. 6 E., MOUNT DIABLO MERIDIAN CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

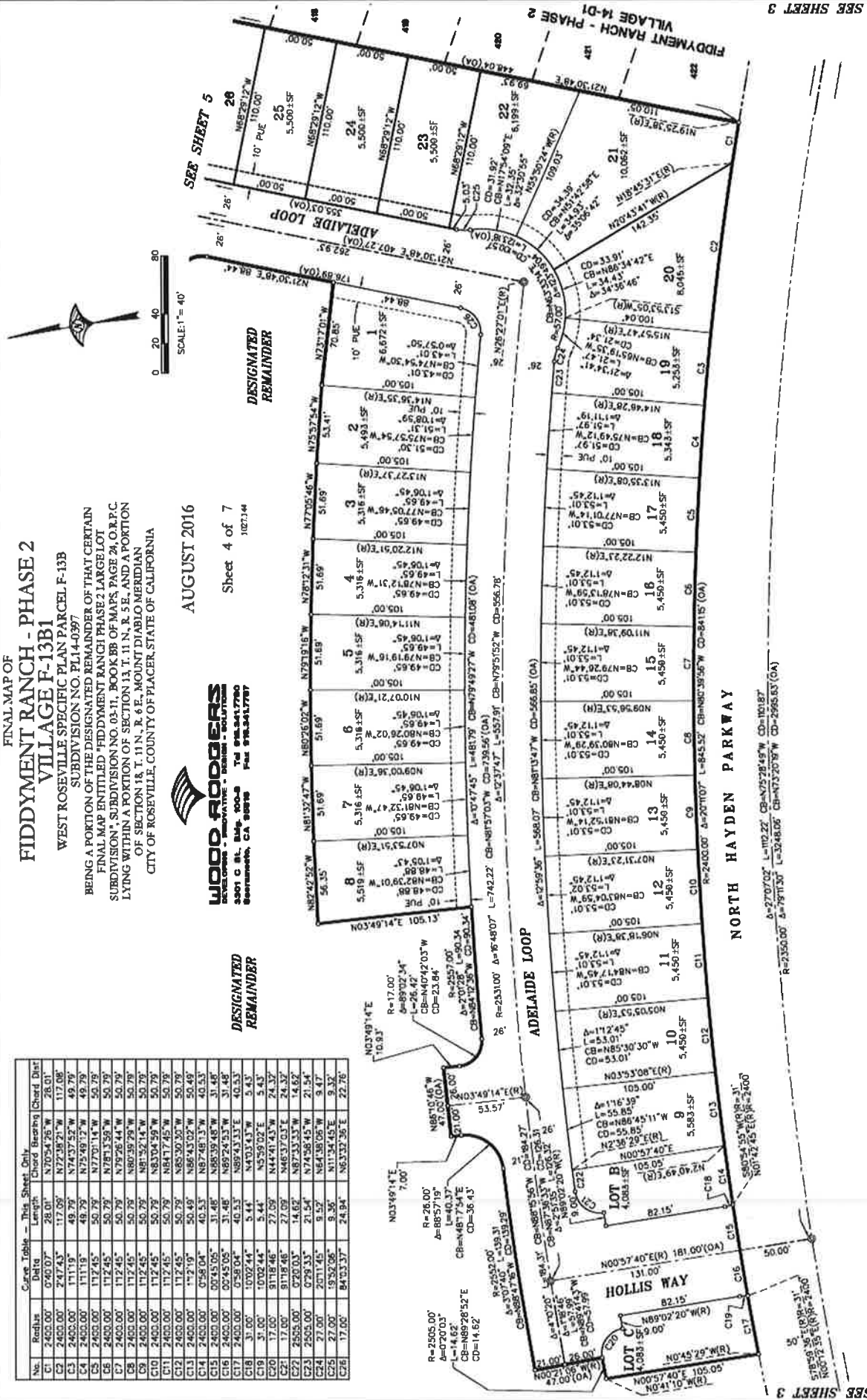


WOOD RODGERS
ASSOCIATES, INC.
3301 C ST., SUITE 200
DUBLIN, CA 94568
TEL: 916.841.7760
FAX: 916.841.7767

AUGUST 2016

Sheet 3 of 7

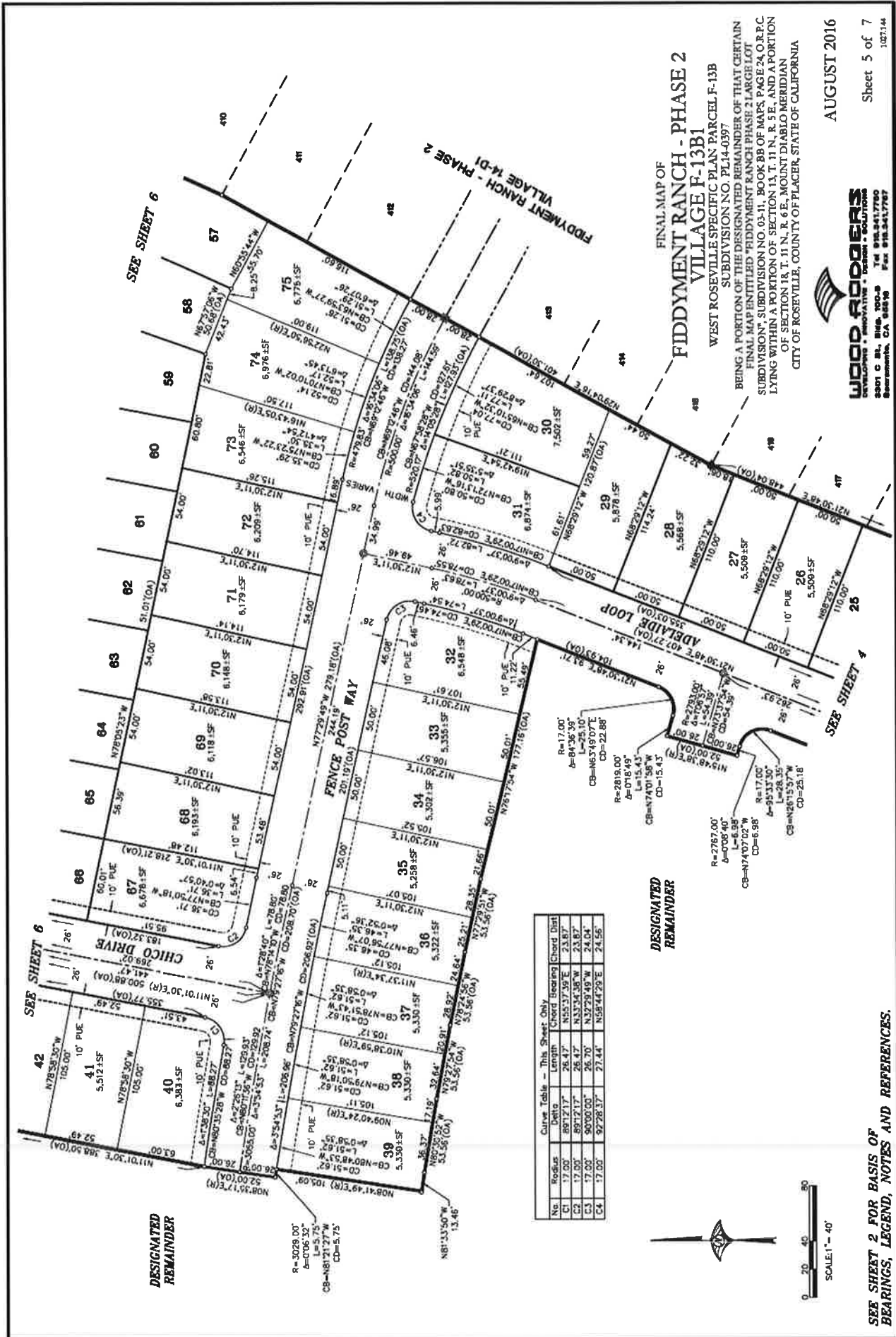
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



Curve Table - This Sheet Only

No.	Radius	Delta	Chord Bearing	Chord Dist
C1	2400.00'	24.00°	N70°54'26"W	28.01'
C2	2400.00'	24.00°	N72°08'21"W	117.08'
C3	2400.00'	24.00°	N74°37'52"W	49.79'
C4	2400.00'	24.00°	N75°49'12"W	49.79'
C5	2400.00'	24.00°	N77°01'14"W	50.79'
C6	2400.00'	24.00°	N78°13'58"W	50.79'
C7	2400.00'	24.00°	N79°26'44"W	50.79'
C8	2400.00'	24.00°	N80°39'29"W	50.79'
C9	2400.00'	24.00°	N81°52'14"W	50.79'
C10	2400.00'	24.00°	N83°04'59"W	50.79'
C11	2400.00'	24.00°	N84°17'45"W	50.79'
C12	2400.00'	24.00°	N85°30'30"W	50.79'
C13	2400.00'	24.00°	N86°43'02"W	50.49'
C14	2400.00'	24.00°	N87°55'13"W	40.53'
C15	2400.00'	24.00°	N89°07'48"W	31.48'
C16	2400.00'	24.00°	N90°20'33"W	31.48'
C17	2400.00'	24.00°	N91°33'18"W	40.53'
C18	31.00'	10.00°	N92°45'53"W	5.43'
C19	31.00'	10.00°	N93°58'38"W	5.44'
C20	31.00'	10.00°	N95°11'23"W	24.33'
C21	17.00'	8.11°	N96°24'08"W	24.33'
C22	17.00'	8.11°	N97°36'53"W	14.62'
C23	2500.00'	25.00°	N98°49'38"W	21.54'
C24	27.00'	20.11°	N99°02'23"W	9.52'
C25	27.00'	20.11°	N99°15'08"W	9.30'
C26	17.00'	8.11°	N99°27'53"W	22.76'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

AUGUST 2016

Sheet 5 of 7

1027.144

WOOD ROOFS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS
3301 C St., Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

DESIGNATED
REMAINDER

FINAL MAP OF
FIDDYMENT RANCH
VILLAGE F-1

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-13B

SUBDIVISION NO. PL14-0397
BEING A PORTION OF THE DESIGNATED REMAINDER OF THAT CERTAIN
FINAL MAP ENTITLED "TRIDYANAP HILLS PHASE 21 LARGE LOT
SUBDIVISION", SUBDIVISION NO. 03-11, BOOK 8B OF MAPS, PAGE 24, A.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., AND A PORTION
OF SECTION 18, T. 11 N., R. 6 E., MONTEREY DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

SCALE: 1" = 40'

FIDDYMENT RANCH - PHASE 2
VILLAGE F-13B1

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-13B

SUBDIVISION NO. PL14-0397

BEING A PORTION OF THE DESIGNATED REMAINDER OF THAT CERTAIN
FINAL MAP ENTITLED "TRIDYMAN RANCH PHASE 2 LARGE LOT
SUBDIVISION", SUBDIVISION NO. 03-1, BOOK BB OF MAPS, PAGE 24 OF P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., AND A PORTION
OF SECTION 18, T. 11 N., R. 6 E., MOUNT DIABLO MENDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

AUGUST 2016

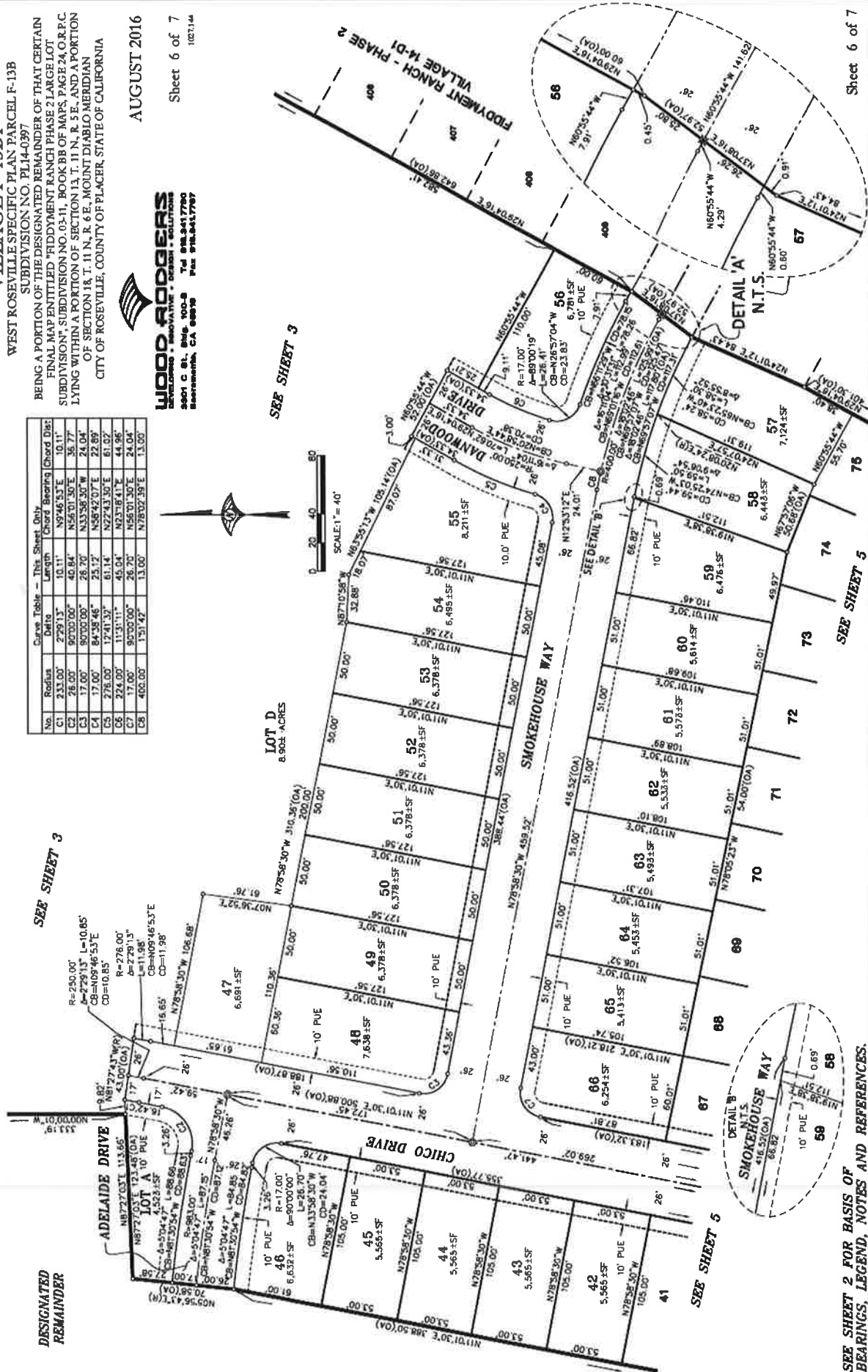


SHOOT ROOM

3301 C St., Bldg. 100-B
Sacramento, CA 95833
Tel 916.341.7760
Fax 916.341.7797

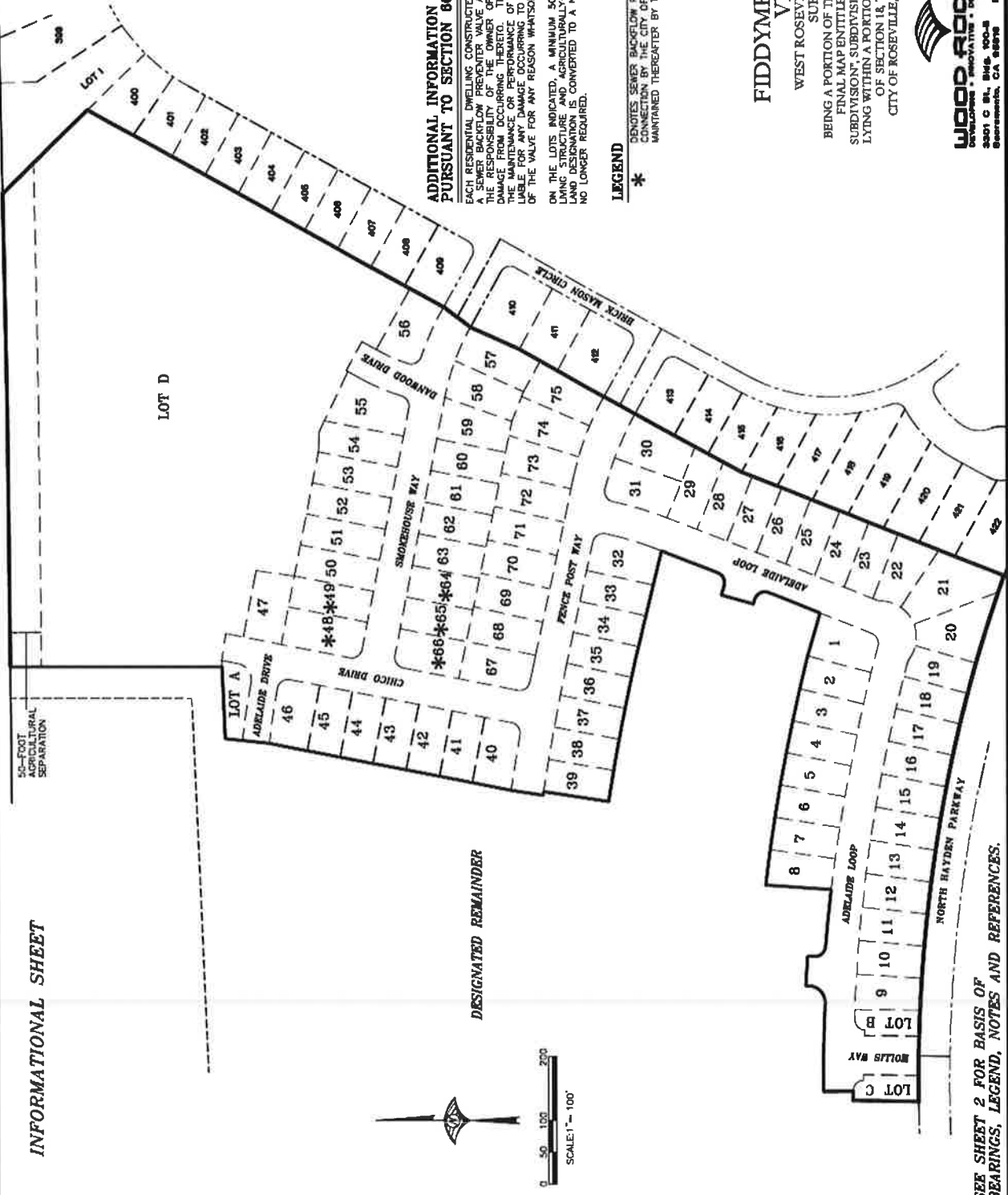
Sheet 6 of 7

1027,144

[illegible]

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

INFORMATIONAL SHEET



ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY
PURSUANT TO SECTION 86434.2 OF THE GOVERNMENT CODE.

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER CONNECTION TO THE SANITARY SEWER SYSTEM AS SHOWN ON THE PLAT. 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.

ON THE LOTS INDICATED, A MINIMUM 50-FOOT SEPARATION SHALL BE MAINTAINED BETWEEN ANY LIVING STRUCTURE AND AGRICULTURALLY-ZONED LANDS. IN THE EVENT THAT THE AGRICULTURAL LAND DESIGNATION IS CONVERTED TO A NON-AGRICULTURAL DESIGNATION, THE 50-FOOT BUFFER IS NO LONGER REQUIRED.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTIONS TO BE MAINTAINED BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-13B1
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-13B

SUBDIVISION NO. PL14-0397

BEING A PORTION OF THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 LARGE LOT SUBDIVISION", SUBDIVISION NO. 03-11, BOOK 88 OF MAPS, PAGE 24, OR P.C. LYING WITHIN A PORTION OF SECTION 13 T. 11 N. R. 5 E., AND A PORTION OF SECTION 18 T. 11 N. R. 6 E., MOUNT DIABLO MERIDIAN CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

AUGUST 2016



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3301 C St., Ste. 100-B Tel: 916.241.7780
Sacramento, CA 95816 Fax: 916.241.7787

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

RESOLUTION NO. 16-376

APPROVING A SUBDIVISION AGREEMENT
BETWEEN THE CITY OF ROSEVILLE, FIDDYMENT 116 LOTS, LLC AND ATC REALTY
ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville, Fiddymment 116
Lots, LLC and ATC Realty One, LLC, for the Fiddymment Ranch – Phase 2 Village F-13B1
Subdivision (Subdivision no. PL14-0397), has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

FIDDYMENT RANCH – PHASE 2 VILLAGE F-13B1 SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation (“CITY”), and
FIDDYMENT 116 LOTS, LLC, a California limited liability company (the “SUBDIVIDER”)
and ATC REALTY ONE, LLC, a Delaware limited liability company (the “OWNER”).

W I T N E S S E T H:

WHEREAS, OWNER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as “Fiddymment Ranch - Phase 2 Village F-13B1 Subdivision”
(Subdivision no. PL14-0397; “the Subdivision”); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 11th day of December, 2014, and the final map of the Subdivision has been
approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, SUBDIVIDER holds an option to purchase the Subdivision ("Optioned Property") from the OWNER for development; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Wood Rodgers, Inc., dated August 2016 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before August 31, 2018, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the

performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at any time prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such

work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$2,480,251. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance")

security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if

SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at

its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate Personal Injury:

	\$2,000,000 per occurrence
	\$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation	Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year

guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further

action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

City: Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Subdivider: Gary Galindo
Fiddymment 116 Lots, LLC
4670 Willow Road, Suite 200
Pleasanton, CA 94588

Owner: David Ash
ATC Realty One, LLC
333 Market Street, 3rd Floor
San Francisco, CA 94105

Parties may amend their address by giving written notice to the other parties.

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

23. Owner's Disclaimer. OWNER is executing this Agreement to allow the recordation of it against the Optioned Property. Nothing contained in this Agreement, including OWNER's execution of it, shall be construed to be a waiver of any and all defenses OWNER may have in the absence of executing this Agreement, including but not limited to, a waiver of any defenses to potential liability under the 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 attestation by its City Clerk under authority of Resolution No. ____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and SUBDIVIDER and OWNER have caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

SUBDIVIDER:
FIDDYMENT 116 LOTS, LLC, a
California limited liability company

BY: Signature Homes, Inc.,
a California corporation
its: Manager

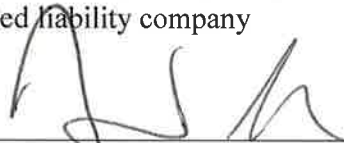
BY: _____
ROB JENSEN
City Manager

BY: 
Name: Gary L. Galindo
its: President

ATTEST:

OWNER:
ATC REALTY ONE, LLC, a Delaware
limited liability company

BY: _____
SONIA OROZCO
City Clerk

BY: 
DAVID ASH
its: Senior Vice President

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: 
MARC STOUT
City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Contra Costa)

On August 8, 2016 before me, Jacqueline Wiler Boucher, Notary Public
personally appeared David Ash

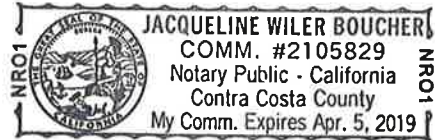
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Jacqueline Wiler Boucher



Affix appropriate seal above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

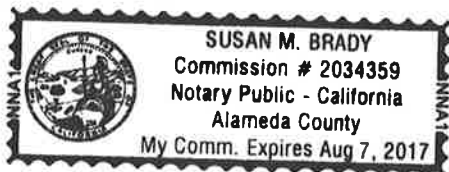
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Alameda)
 On August 10, 2016 before me, Susan M. Brady, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Gary L. Galindo
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Susan M. Brady
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



COUNCIL COMMUNICATION

CC #: 7943

File #: 0400-04-09-1 & 0400-07

Title: Fiddymment Ranch - Phase 2, Village F19-A1 - Final Map and Subdivision Agreement

Contact: Kerry Andrews (916) 774-5346 kandrews@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.13.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and has found that it is in conformance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This final map will be creating 84 residential lots and 3 letter lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review per Section 15182 of the California Environmental Quality Act (CEQA) Guidelines as a residential project pursuant to a Specific Plan

for which an EIR has been certified. The West Roseville Specific Plan EIR (SCH#2002082057) was certified by the City of Roseville on February 4, 2004.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Map

Resolution No. 16-380

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-19-A1, AND HEREBY OFFER FOR DEDICATION FOR PARTICULAR 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, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS AND ABOVE GROUND APPURTENANCES FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B AND C AND THOSE STRIPS OF LAND CONTIGUOUS TO SOUTHAMPTON STREET, QUINCY AVENUE, RANDOLPH DRIVE, SAUGUS STREET, TAUNTON DRIVE AND PROVINCETOWN WAY SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- B. LOT(S) A, B AND C AND SOUTHAMPTON STREET, QUINCY AVENUE, RANDOLPH DRIVE, SAUGUS STREET, TAUNTON DRIVE AND PROVINCETOWN WAY (INCLUDING ALL IMPROVEMENTS THEREON) AS PUBLIC RIGHT-OF-WAY AS SHOWN HEREON.

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION

BY: _____

NAME: _____

TITLE: _____

GBD FIDDYMENT LANDS, LP, A WASHINGTON LIMITED PARTNERSHIP
BY: FIDDYMENT LANDS GP, LLC, A WASHINGTON LIMITED LIABILTY COMPANY, ITS GENERAL PARTNER

BY: _____

NAME: _____

TITLE: _____

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERFIES ONLY THE INDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)

COUNTY OF _____)

ON _____, BEFORE ME, _____.

NOTARY PUBLIC, PERSONALLY APPEARED _____.

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENITITY 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 _____

NOTARY PUBLIC, STATE OF _____

PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-19-A1

SUBDIVISION NO. SUB-000179

BEING A SUBDIVISION OF LOT 2 OF THE CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK
DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.

SEC. 13, T. 11 N, R. 5 E, M.D.B. & M.

A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N, R. 6 E., M.D.B. & M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

JULY 2016



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-19-A1 AND FIND IT TO BE SUBSTANTIALY 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.

MARC STOUT DATE
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2016

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-19-A1 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278 DATE
EXPIRATION DATE: 12/31/2017



NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERFIES ONLY THE INDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)

COUNTY OF _____)

ON _____, BEFORE ME, _____.

NOTARY PUBLIC, PERSONALLY APPEARED _____.

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENITITY 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 _____

NOTARY PUBLIC, STATE OF _____

PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-19-A1, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS OF WAY AND EASEMENTS OFFERED HEREON.

DATE CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2016, AT _____ M. O'CLOCK IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER.

RECORDED AT THE REQUEST OF MORROW SURVEYING, INC.

FEE: \$ _____ DOCUMENT NO.: _____

BY: _____ BY: _____
JIM McCAULEY DEPUTY RECORDER
COUNTY RECORDER
COUNTY OF PLACER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-19-A1 WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KIMLEY-HORN AND ASSOCIATES IN JANUARY 2014. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY DECEMBER 31, 2016 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MORROW SURVEYING, INC.

MATT D. MORROW
P.L.S. 8501 EXP. 12/31/2016

DATE



FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-19-A1
SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 2 OF THE CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK
DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
SEC. 13, T. 11 N, R. 5 E, M.D.B. & M.
A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N, R. 6 E., M.D.B. & M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

JULY 2016



BENEFICIARY STATEMENT

GBD FIDDYMENT LANDS, LP, A WASHINGTON LIMITED PARTNERSHIP, BENEFICIARY UNDER THE DEEDS
OF TRUST RECORDED MAY 31, 2016 WITHIN DOCUMENT NO. 2016-0042104 AND DOCUMENT NO.
2016-0042105, PLACER COUNTY OFFICIAL RECORDS, PLACER COUNTY, CALIFORNIA.

GBD FIDDYMENT LANDS, LP, A WASHINGTON LIMITED PARTNERSHIP
BY: FIDDYMENT LANDS GP, LLC, A WASHINGTON LIMITED LIABILTY COMPANY, ITS GENERAL PARTNER

BY: _____

PRINT NAME: _____

TITLE: _____

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERFIES ONLY THE
INDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)

COUNTY OF _____)

ON _____, BEFORE ME, _____.

NOTARY PUBLIC, PERSONALLY APPEARED _____.

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES),
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE
ENITYTY 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 _____

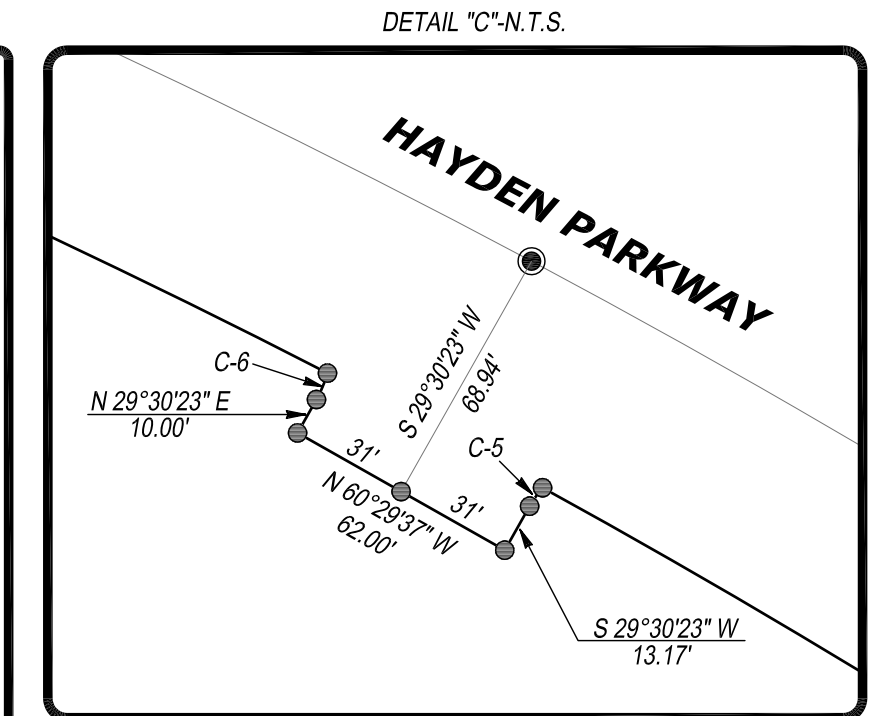
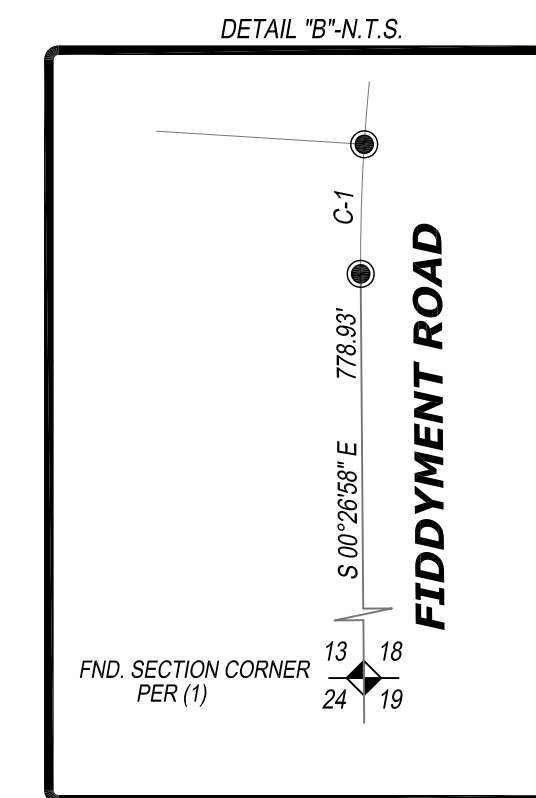
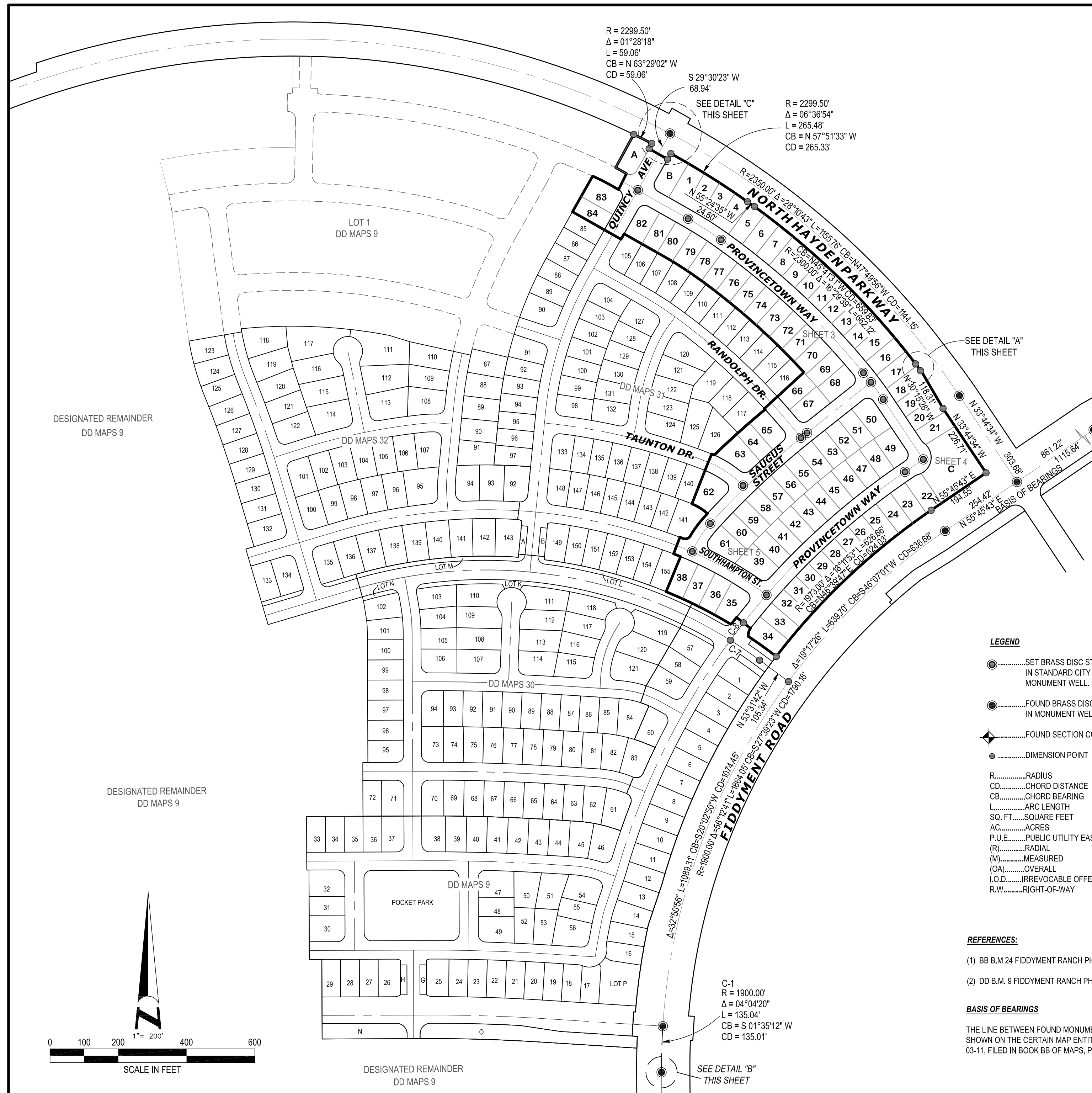
NOTARY PUBLIC, STATE OF _____

PRINT NAME _____

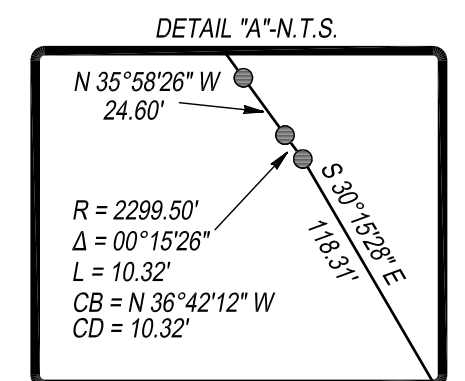
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____



CURVE TABLE-THIS SHEET ONLY						
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING AND	DISTANCE
C-1	1900.00'	04°04'20"	135.01'	S 01°35'12" W		135.01'
C-5	31.00'	10°51'58"	5.88'	S 34°56'22" W		5.87'
C-6	31.00'	13°47'37"	7.46'	N 22°36'34" E		7.44'
C-7	1349.00'	04°24'25"	103.76'	N 55°43'55" W		103.74'
C-8	2109.00'	01°44'06"	63.87'	S 37°13'51" W		63.87'



- NOTES**
1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
 2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
 3. DUE TO ROUNDING THE SOME OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
 4. TOTAL AREA FOR THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-19-A" SUBDIVISION IS 15.96± ACRES GROSS. THIS MAP IS CREATING 84 RESIDENTIAL LOTS AND 3 LETTERED LOTS.
 5. REAR LOT CORNERS SHALL BE MARKED WITH CAPPED LS 8501 5/8" REBAR. FRONT AND SIDE LOT LINES SHALL BE PROJECTED AND MARKED ON BACK OF SIDEWALK WITH CHISEL MARK 4 INCHES LONG AND 1/4" DEEP.
 6. A GEOTECHNICAL ENGINEERING REPORT (WKA NO. 5877.09) DATED 10/06/2005 FOR THE FIDDYMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUEHL & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT-ENGINEERING DIVISION.
 7. EXISTING I.O.D.'S PER DD BM 9 ARE (CONTAINED OR LIE) WITHIN THE STREET RIGHT-OF-WAY DELINEATED ON THIS MAP, AND THEREFORE ARE NOT SHOWN HEREON.

FINAL MAP OF
FIDDYMENT RANCH PHASE 2

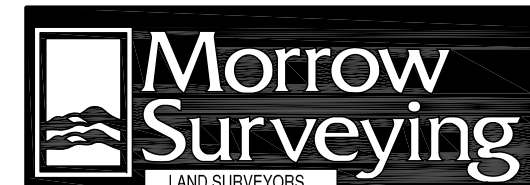
VILLAGE F-19-A1

SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 2 OF THE CERTAIN FINAL MAP ENTITLED "FIDDYDENT
RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK DD OF MAPS, AT
PAGE 9, PLACER COUNTY RECORDS.
SEC. 13, T. 11 N, R. 5 E, M.D.B. & M.
A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N, R. 6 E., M.D.B. & M.

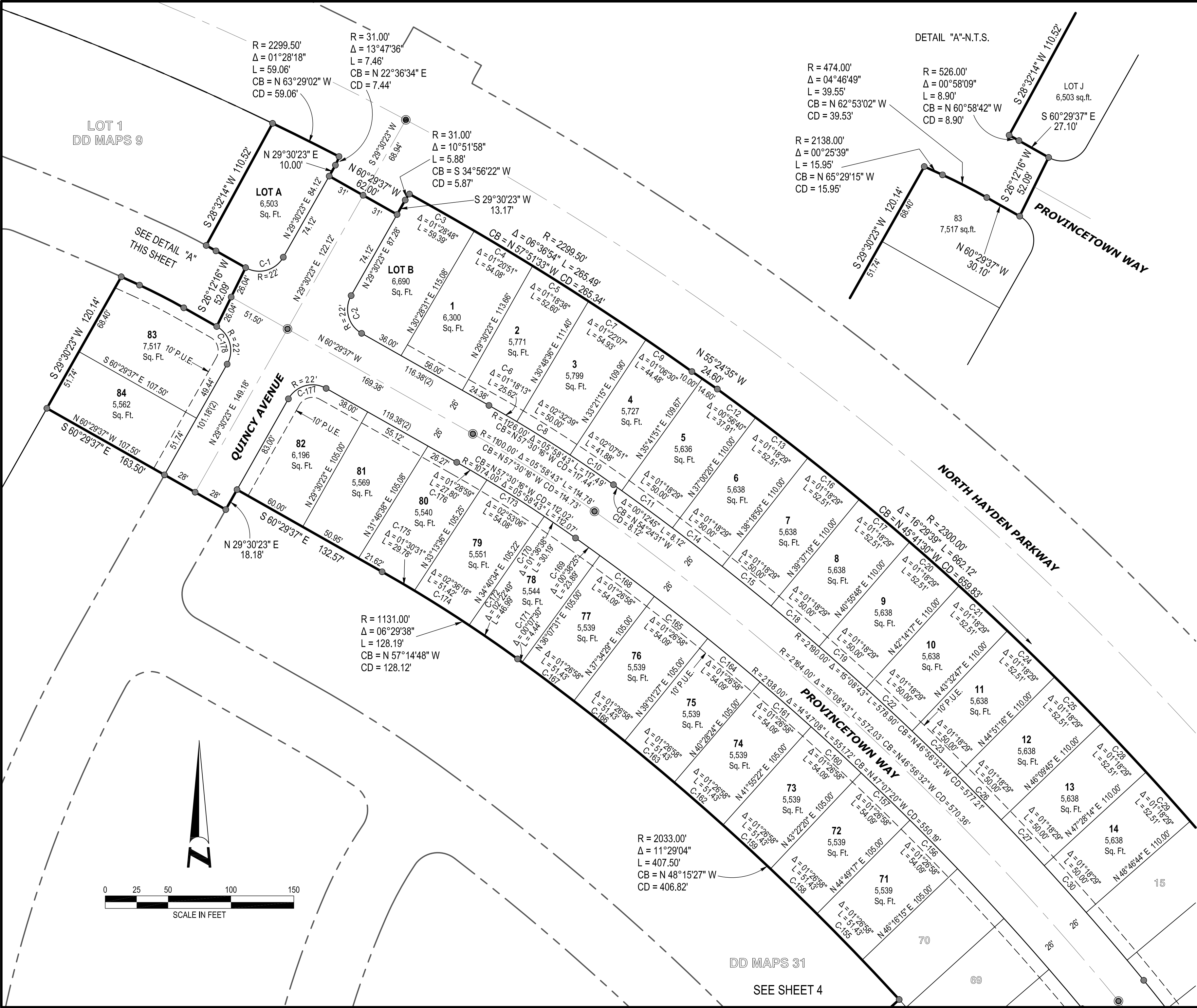
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

1" = 200' **JULY 2016**

Sheet 3 of 7



1255 Starboard Dr.
West Sacramento, CA 95691
916-372-8124
916-372-8535fax



CURVE	RADIUS	CH BEARING	CH DISTANCE
C-3	2299.50'	N 60°25'36" W	59.39'
C-4	2299.50'	N 59°00'47" W	54.07'
C-5	2299.50'	N 57°41'02" W	52.60'
C-6	1126.00'	N 59°50'31" W	25.62'
C-7	2299.50'	N 56°20'40" W	54.93'
C-8	1126.00'	N 57°55'05" W	50.00'
C-9	2299.50'	N 55°06'21" W	44.48'
C-10	1126.00'	N 55°34'49" W	41.87'
C-11	2190.00'	N 53°38'54" W	50.00'
C-12	2300.00'	N 53°28'00" W	37.91'
C-13	2300.00'	N 52°20'25" W	52.51'
C-14	2190.00'	N 52°20'25" W	50.00'
C-15	2190.00'	N 51°01'56" W	50.00'
C-16	2300.00'	N 51°01'56" W	52.51'
C-17	2300.00'	N 49°43'26" W	52.51'
C-18	2190.00'	N 49°43'26" W	50.00'
C-19	2190.00'	N 48°24'57" W	50.00'
C-20	2300.00'	N 48°24'57" W	52.51'
C-21	2300.00'	N 47°06'28" W	52.51'
C-22	2190.00'	N 47°06'28" W	50.00'
C-23	2190.00'	N 45°47'59" W	50.00'
C-24	2300.00'	N 45°47'59" W	52.51'
C-25	2300.00'	N 44°29'30" W	52.51'
C-26	2190.00'	N 44°29'30" W	50.00'
C-27	2190.00'	N 43°11'00" W	50.00'
C-28	2300.00'	N 43°11'00" W	52.51'
C-29	2300.00'	N 41°52'31" W	52.51'
C-30	2190.00'	N 41°52'31" W	50.00'
C-155	2033.00'	N 44°27'14" W	51.43'
C-156	2138.00'	N 44°27'14" W	54.08'
C-157	2138.00'	N 45°54'12" W	54.08'
C-158	2033.00'	N 45°54'12" W	51.42'
C-159	2033.00'	N 47°21'09" W	51.43'
C-160	2138.00'	N 47°21'09" W	54.08'
C-161	2138.00'	N 48°48'07" W	54.08'
C-162	2033.00'	N 48°48'07" W	51.43'
C-163	2033.00'	N 50°15'05" W	51.42'
C-164	2138.00'	N 50°15'05" W	54.08'
C-165	2138.00'	N 51°42'02" W	54.08'
C-166	2033.00'	N 51°42'02" W	51.43'
C-167	2033.00'	N 53°09'00" W	51.43'
C-168	2138.00'	N 53°09'00" W	54.08'
C-169	2138.00'	N 54°11'41" W	23.89'
C-170	1074.00'	N 55°19'13" W	30.19'
C-171	2033.00'	N 53°56'14" W	4.44'
C-172	1131.00'	N 55°11'24" W	46.98'
C-173	1074.00'	N 57°34'05" W	54.08'
C-174	1131.00'	N 57°40'57" W	51.42'
C-175	1131.00'	N 59°44'22" W	29.78'
C-176	1074.00'	N 59°45'08" W	27.80'

CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CH DISTANCE
C-1	22.00'	90°00'00"	34.56'	N 74°30'23" E	31.11'
C-2	22.00'	90°00'00"	34.56'	S 15°29'37" E	31.11'
C-177	22.00'	90°00'00"	34.56'	S 74°30'23" W	31.11'
C-178	22.00'	90°00'00"	34.56'	N 15°29'37" W	31.11'

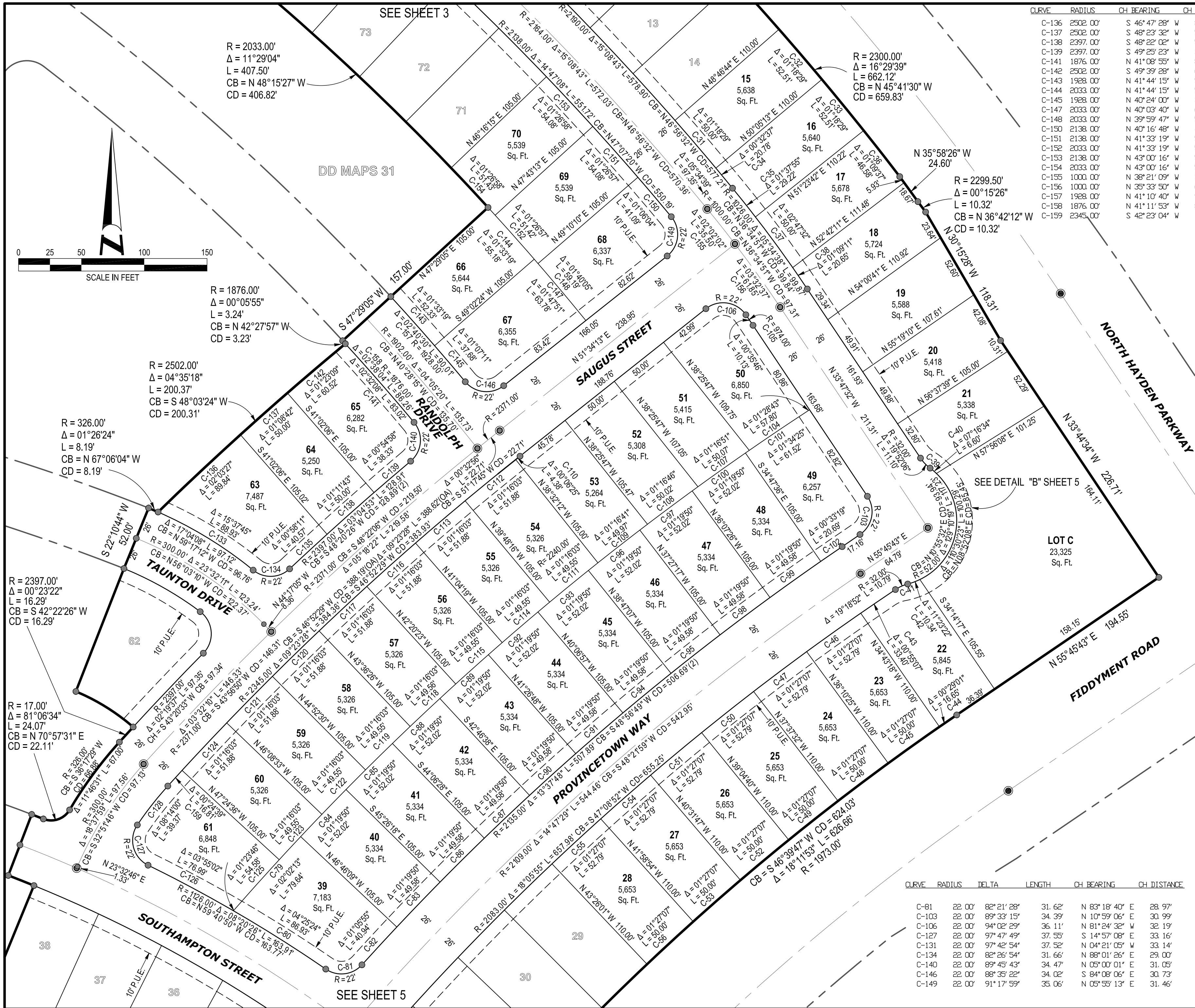
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SEC. 13, T. 11 N, R. 5 E, M.D.B. & M.
A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N, R. 6 E., M.D.B. & M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

1" = 50' JULY 2016

Sheet 4 of 7



1255 Starboard Dr.
West Sacramento, CA 95691
916-372-8124
916-372-8535fax



CURVE	RADIUS	CH BEARING	CH DISTANCE	CURVE	RADIUS	CH BEARING	CH DISTANCE
C-136	2502.00'	S 46°47'28" W	89.84'	C-31	2190.00'	N 40°34'02" W	50.00'
C-137	2502.00'	S 48°23'32" W	50.00'	C-32	2300.00'	N 40°34'02" W	52.51'
C-138	2397.00'	S 48°22'02" W	50.00'	C-33	2300.00'	N 39°15'33" W	52.51'
C-139	2397.00'	S 49°25'23" W	38.33'	C-34	2190.00'	N 39°38'29" W	20.77'
C-141	1876.00'	N 41°08'55" W	83.02'	C-35	1026.00'	N 38°33'13" W	29.22'
C-142	2502.00'	S 49°39'28" W	60.52'	C-36	2300.00'	N 38°01'29" W	46.58'
C-143	1928.00'	N 41°44'15" W	52.33'	C-37	1026.00'	N 36°20'29" W	50.00'
C-144	2033.00'	N 41°44'15" W	55.18'	C-38	1026.00'	N 34°22'07" W	20.65'
C-145	1928.00'	N 40°24'00" W	37.68'	C-39	32.00'	S 43°43'35" E	11.04'
C-147	2033.00'	N 40°03'40" W	63.78'	C-40	52.00'	N 50°01'21" W	6.60'
C-148	2033.00'	N 39°59'47" W	59.18'	C-41	32.00'	S 65°51'15" W	10.74'
C-150	2138.00'	N 40°16'48" W	41.08'	C-42	52.00'	N 69°49'00" E	10.32'
C-151	2138.00'	N 41°33'19" W	54.08'	C-43	2083.00'	S 55°44'16" W	33.40'
C-152	2033.00'	N 41°33'19" W	51.42'	C-44	1973.00'	S 55°31'13" W	16.65'
C-153	2138.00'	N 43°00'16" W	54.08'	C-45	1973.00'	S 54°33'08" W	50.00'
C-154	2033.00'	N 43°00'16" W	51.43'	C-46	2083.00'	S 54°33'08" W	52.79'
C-155	1000.00'	N 38°21'09" W	35.50'	C-47	2083.00'	S 53°06'01" W	52.79'
C-156	1000.00'	N 35°33'50" W	61.84'	C-48	1973.00'	S 53°06'01" W	50.00'
C-157	1928.00'	N 41°10'40" W	90.01'	C-49	1973.00'	S 51°38'54" W	50.00'
C-158	1876.00'	N 41°11'53" W	86.25'	C-50	2083.00'	S 51°38'54" W	52.79'
C-159	2345.00'	S 42°23'04" W	16.81'	C-51	2083.00'	S 50°11'47" W	52.79'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-19-A1

SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 2 OF THE CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.

SEC. 13, T. 11 N, R. 5 E, M.D.B. & M.
A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N, R. 6 E, M.D.B. & M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

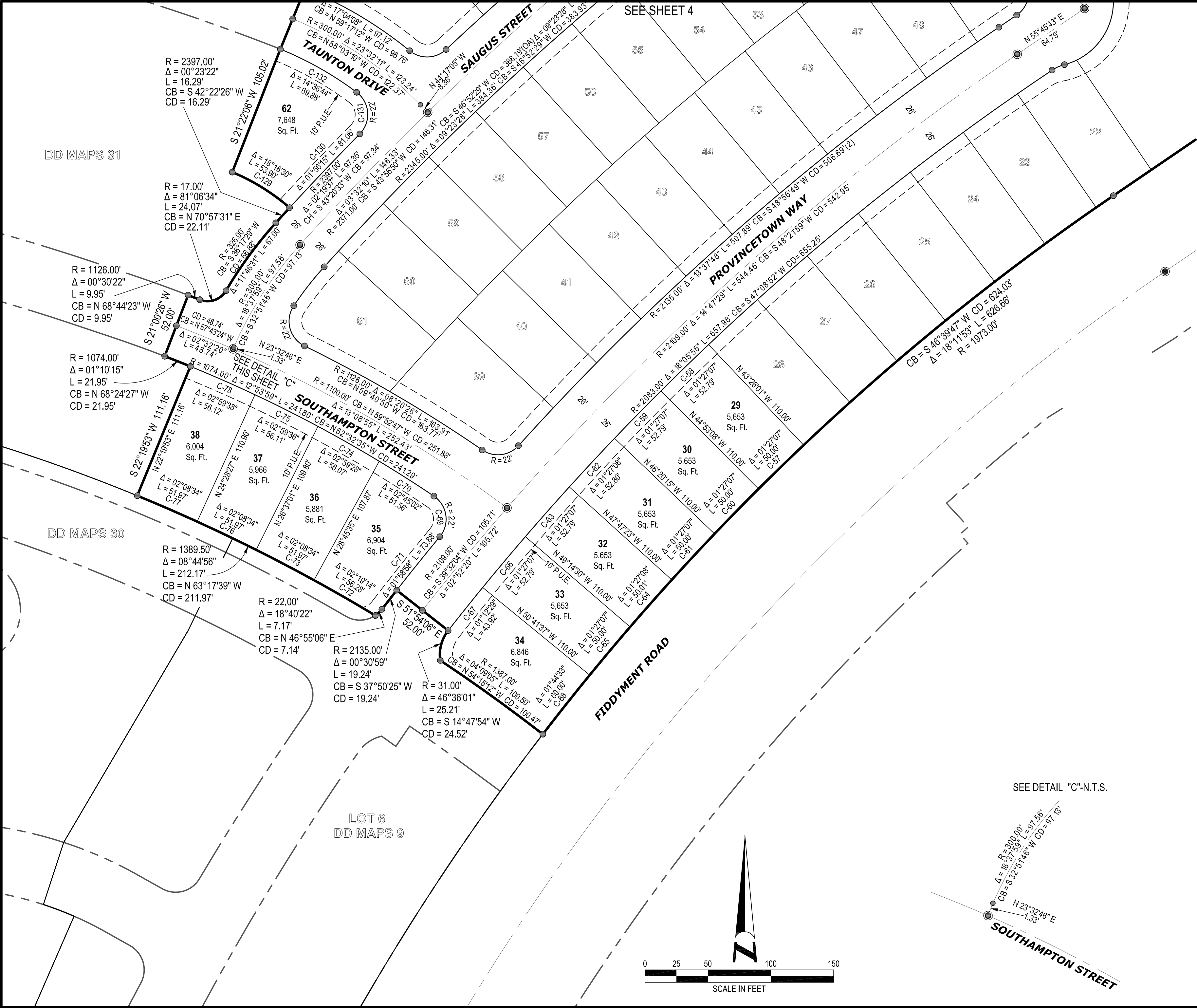
1" = 50' JULY 2016

Sheet 5 of 7



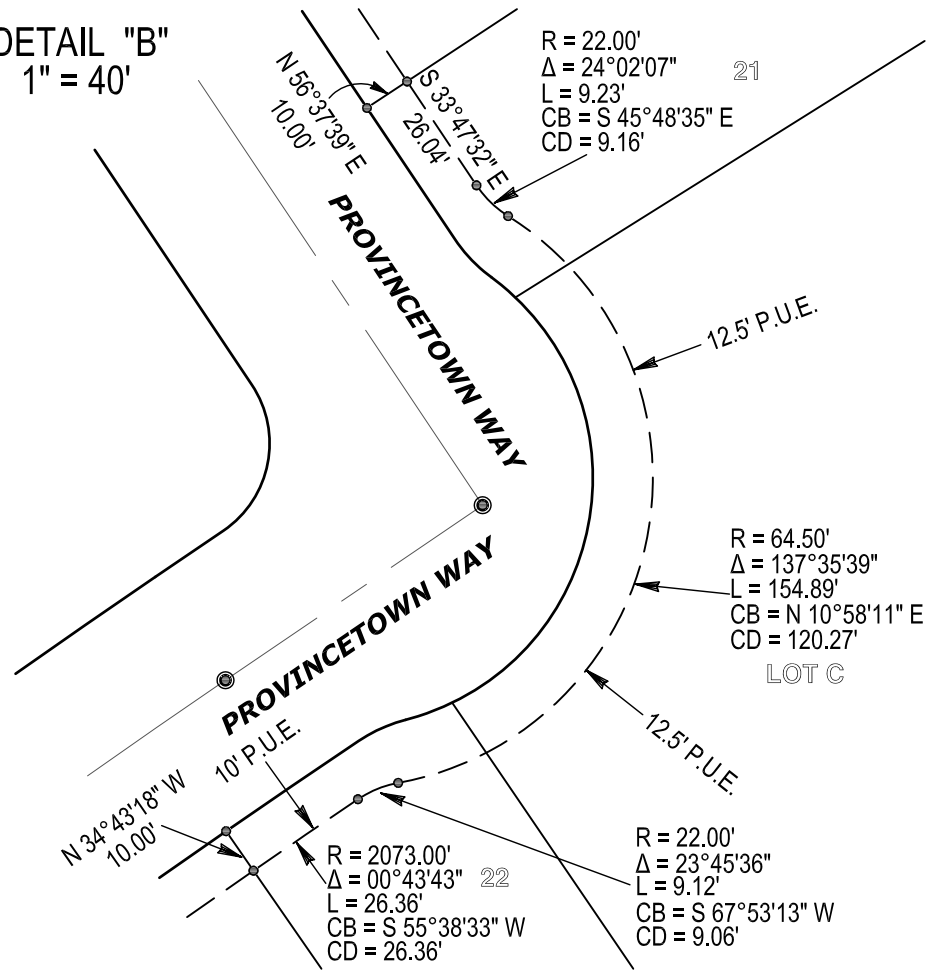
1255 Starboard Dr.
West Sacramento, CA 95691
916-372-8124
916-372-8535fax

CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CH DISTANCE
C-81	22.00'	82°21'28"	31.62'	N 83°18'40" E	28.97'
C-103	22.00'	89°33'15"	34.39'	N 10°59'06" E	30.99'
C-106	22.00'	94°02'29"	36.11'	N 81°24'32" W	32.19'
C-127	22.00'	97°47'49"	37.55'	S 14°57'08" E	33.16'
C-131	22.00'	97°42'54"	37.52'	N 04°21'05" W	33.14'
C-134	22.00'	82°26'54"	31.66'	N 88°01'26" E	29.00'
C-140	22.00'	89°45'43"	34.47'	N 05°00'01" E	31.05'
C-146	22.00'	88°35'22"	34.02'	S 84°08'06" E	30.73'
C-149	22.00'	91°17'59"	35.06'	N 05°55'13" E	31.46'



CURVE	RADIUS	CH BEARING	CH DISTANCE
C-57	1973.00'	S 45°50'25" W	50.00'
C-58	2083.00'	S 45°50'25" W	52.79'
C-59	2083.00'	S 44°23'18" W	52.79'
C-60	1973.00'	S 44°23'18" W	50.00'
C-61	1973.00'	S 42°56'11" W	50.00'
C-62	2083.00'	S 42°56'11" W	52.79'
C-63	2083.00'	S 41°29'04" W	52.79'
C-64	1973.00'	S 41°29'04" W	50.00'
C-65	1973.00'	S 40°01'57" W	50.00'
C-66	2083.00'	S 40°01'57" W	52.79'
C-67	2083.00'	S 38°42'09" W	43.92'
C-68	1973.00'	S 38°26'07" W	60.00'
C-70	1074.00'	N 57°28'06" W	51.55'
C-71	2135.00'	S 38°34'24" W	73.88'
C-72	1389.50'	N 60°04'48" W	56.27'
C-73	1389.50'	N 62°18'42" W	51.96'
C-74	1074.00'	N 60°20'21" W	56.07'
C-75	1074.00'	N 63°19'53" W	56.10'
C-76	1389.50'	N 64°27'16" W	51.96'
C-77	1389.50'	N 66°35'50" W	51.96'
C-78	1074.00'	N 66°19'30" W	56.12'
C-129	169.00'	N 58°10'47" W	53.68'
C-130	2397.00'	S 43°32'14" W	81.05'
C-132	274.00'	N 60°30'54" W	69.69'

CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CH DISTANCE
C-69	22.00'	95°39'28"	36.73'	N 08°15'51" W	32.61'
C-131	22.00'	97°42'54"	37.52'	N 04°21'05" W	33.14'

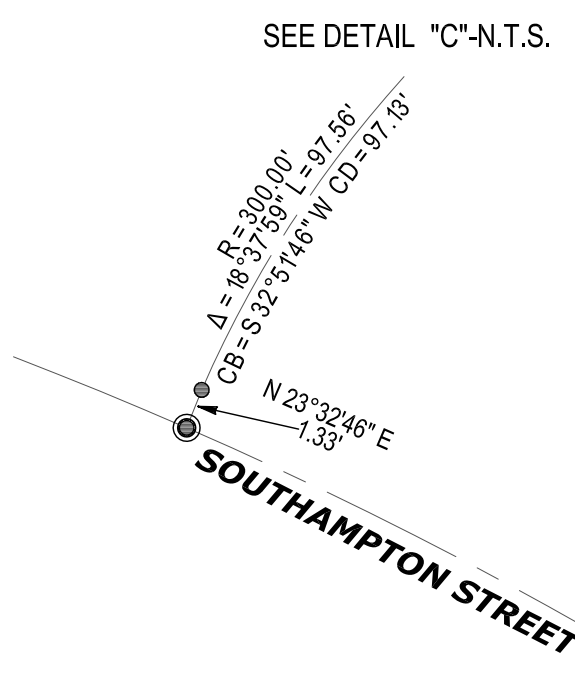
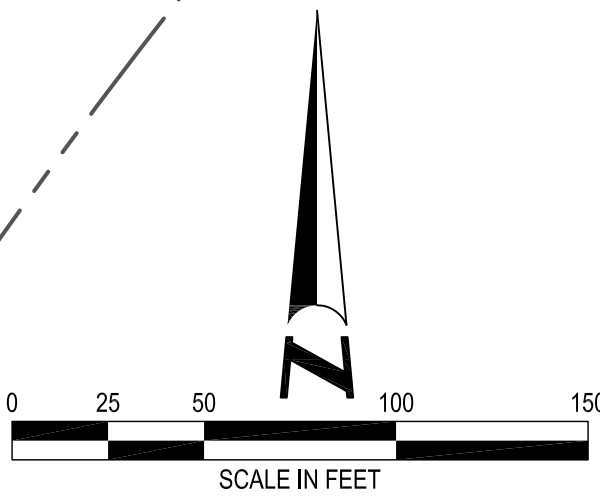


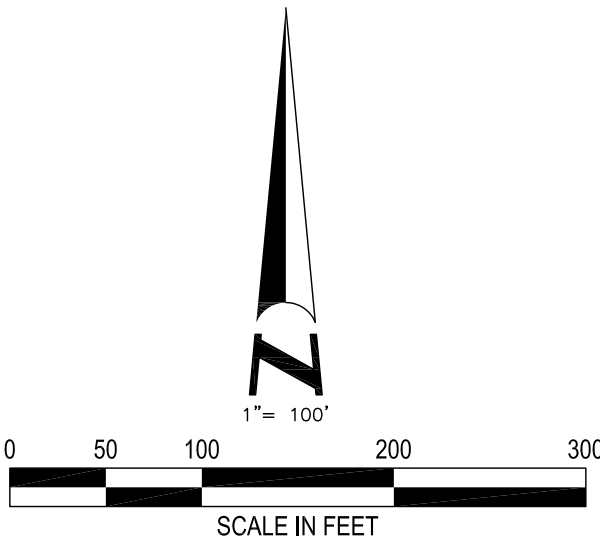
FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-19-A1
SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 2 OF THE CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
SEC. 13, T. 11 N. R. 5 E, M.D.B. & M.
A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N. R. 6 E., M.D.B. & M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

1" = 50' JULY 2016 Sheet 6 of 7

Morrow Surveying
LAND SURVEYORS

1255 Starboard Dr.
West Sacramento, CA 95691
916-372-8124
916-372-8535fax





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 ROSEVILLE. 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 VLAVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-19-A1

SUBDIVISION NO. SUB-000-179
BEING A SUBDIVISION OF LOT 2 OF THE CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
SEC. 13, T. 11 N, R. 5 E, M.D.B. & M.
A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N, R. 6 E., M.D.B. & M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

1" = 100' JULY 2016

Sheet 7 of 7



1255 Starboard Dr.
West Sacramento, CA 95691
916-372-8124
916-372-8535fax

RESOLUTION NO. 16-380

APPROVING A SUBDIVISION AGREEMENT
BETWEEN THE CITY OF ROSEVILLE, GBD FIDDYMENT LANDS, LP, AND JOHN
MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville, GBD Fiddymment Lands, LP, and John Mourier Construction, Inc., for the Fiddymment Ranch Phase 2 Village F-19A1 Subdivision (Subdivision no. 000179), has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

Fiddymment Ranch Phase 2 Village F-19-A1 SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
GBD Fiddymment Lands, LP, a Washington Limited Partnership, and John Mourier
Construction, Inc., a California Corporation ("SUBDIVIDERS"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Fiddymment Ranch Phase 2 Village F-19-A1 Subdivision"
(Subdivision no. 000179 "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 16th day of April, 2014, and the final map of the Subdivision has been
approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Kimley-Horn and Associates, Inc., dated March, 2015 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2017 such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$2,566,010.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$3,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$3,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

GBD Fiddymment Lands, LP
3001 Douglas Blvd., Suite 200
Roseville, CA 95661

John Mourier Construction, Inc.
1430 Blue Oaks Blvd., Suite 190
Roseville, CA 95747

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a
municipal corporation,

GBD Fiddymment Lands, LP,
a Washington Limited Partnership

BY: _____
ROB JENSEN

City Manager

BY: David Poglau

its: V.P.

(NOTARIZATION REQUIRED)

ATTEST:

John Mourier Construction, Inc.
a California Corporation

BY: 

BY: _____
SONIA OROZCO
City Clerk

its: CFO

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: 
MARC STOUT
City Engineer

CERTIFICATE OF 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) ss

On August 8, 2016 before me, Karen Headley,
Notary Public, personally appeared Rod Yamaguchi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/
they executed the same in his/her/their authorized capacity(ies), and that by his/her/
their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On August 4, 2016 before me, Shelly Rathbone-Ellis, notary public
(insert name and title of the officer)

personally appeared David Ragland
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 *Shelly Rathbone-Ellis* (Seal)





COUNCIL COMMUNICATION

CC #: 7942

File #: 0400-04-09-1 & 0400-07

Title: Fiddymment Ranch - Phase 2, Village F19-B1 - Final Map and Subdivision Agreement

Contact: Kerry Andrews (916) 774-5346 kandrews@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.14.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and has found that it is in conformance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This final map will be creating 86 residential lots and 2 letter lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review per Section 15182 of the California Environmental Quality Act (CEQA) Guidelines as a residential project pursuant to a Specific Plan

for which an EIR has been certified. The West Roseville Specific Plan EIR (SCH#2002082057) was certified by the City of Roseville on February 4, 2004.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Map

Resolution No. 16-379

Subdivision Agreement

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-19-B1

SUBDIVISION NO. SUB-000179

BEING A SUBDIVISION OF LOT 1 OF THE CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK
DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
SEC. 13, T. 11 N, R. 5 E, M.D.B. & M.

A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N, R. 6 E., M.D.B. & M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

JULY 2016



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-19-B1, AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS AND ABOVE GROUND APPURTENANCES FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A & B AND THOSE STRIPS OF LAND CONTIGUOUS TO PROVINCETOWN WAY, HOPKINTON PLACE, STONINGTON DRIVE, EDGARTOWN STREET, COHASSET DRIVE AND NANTUCKET STREET SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- B. LOT(S) A AND B AND PROVINCETOWN WAY, HOPKINTON PLACE, STONINGTON DRIVE, EDGARTOWN STREET, COHASSET DRIVE AND NANTUCKET STREET (INCLUDING ALL IMPROVEMENTS THEREON) AS PUBLIC RIGHT-OF-WAY AS SHOWN HEREON.

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION

BY: _____

NAME: _____

TITLE: _____

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERFIES ONLY THE INDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)

COUNTY OF _____)

ON _____, BEFORE ME, _____.

NOTARY PUBLIC, PERSONALLY APPEARED _____.

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENITITY 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 _____

NOTARY PUBLIC, STATE OF _____

PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-19-B1 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2016

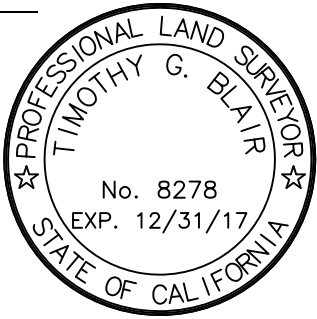
DATE

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-19-B1 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2017

DATE



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-19-B1, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS OF WAY AND EASEMENTS OFFERED HEREON.

DATE

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2016, AT _____ M. O'CLOCK IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER.

RECORDED AT THE REQUEST OF MORROW SURVEYING, INC.

FEE: \$ _____

DOCUMENT NO.: _____

BY: _____
JIM McCAULEY
COUNTY RECORDER
COUNTY OF PLACER

BY: _____
DEPUTY RECORDER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F19-B1 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 KIMLEY-HORN AND ASSOCIATES IN JANUARY 2014. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY DECEMBER 31, 2016 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MORROW SURVEYING, INC.

MATT D. MORROW
P.L.S. 8501 EXP. 12/31/2016



DATE

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-19-B1
SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 1 OF THE CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK
DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
SEC. 13, T. 11 N, R. 5 E, M.D.B. & M.
A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N, R. 6 E., M.D.B. & M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

JULY 2016



BENEFICIARY STATEMENT

GBD FIDDYMENT LANDS, LP, A WASHINGTON LIMITED PARTNERSHIP, BENEFICIARY UNDER THE DEEDS
OF TRUST RECORDED MAY 31, 2016 WITHIN DOCUMENT NO. 2016-0042099 AND DOCUMENT NO.
2016-0042100, PLACER COUNTY OFFICIAL RECORDS, PLACER COUNTY, CALIFORNIA.

GBD FIDDYMENT LANDS, LP, A WASHINGTON LIMITED PARTNERSHIP
BY: FIDDYMENT LANDS GP, LLC, A WASHINGTON LIMITED LIABILTY COMPANY, ITS GENERAL PARTNER

BY: _____

PRINT NAME: _____

TITLE: _____

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERFIES ONLY THE
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)

COUNTY OF _____)

ON _____, BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES),
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE
ENITITY 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 _____

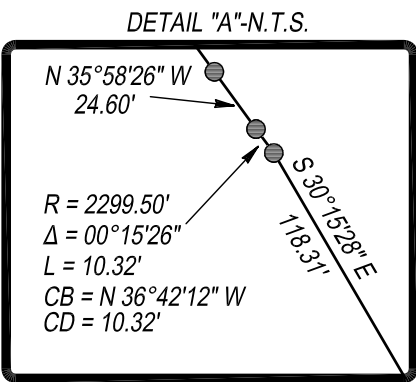
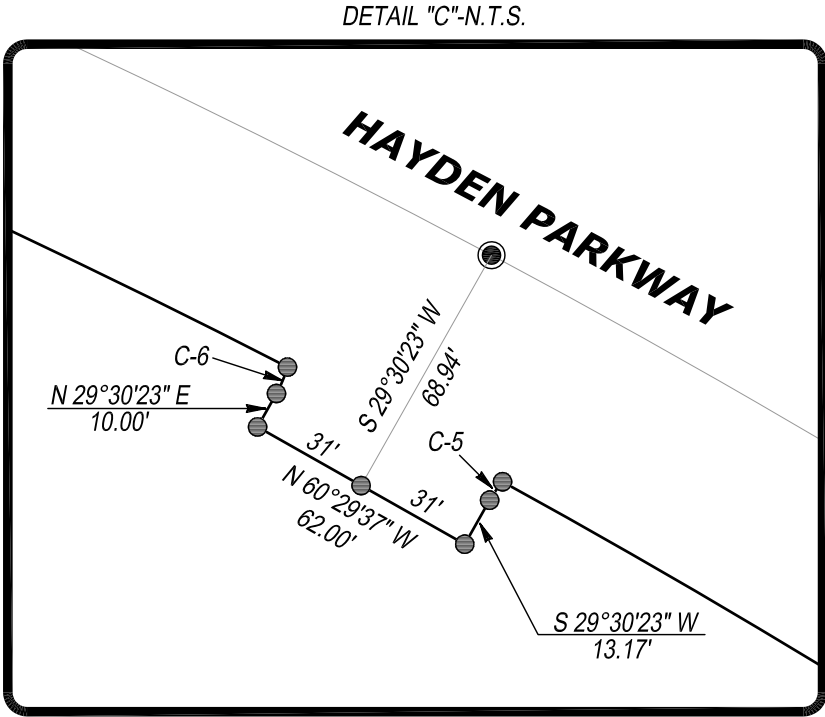
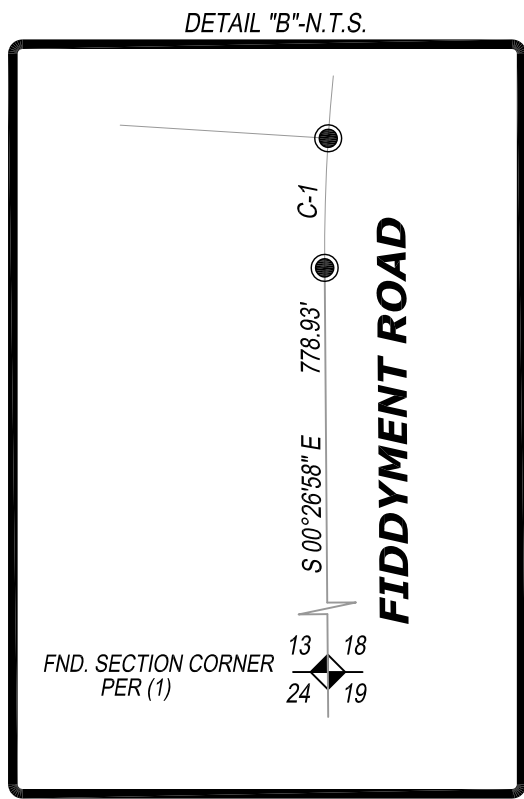
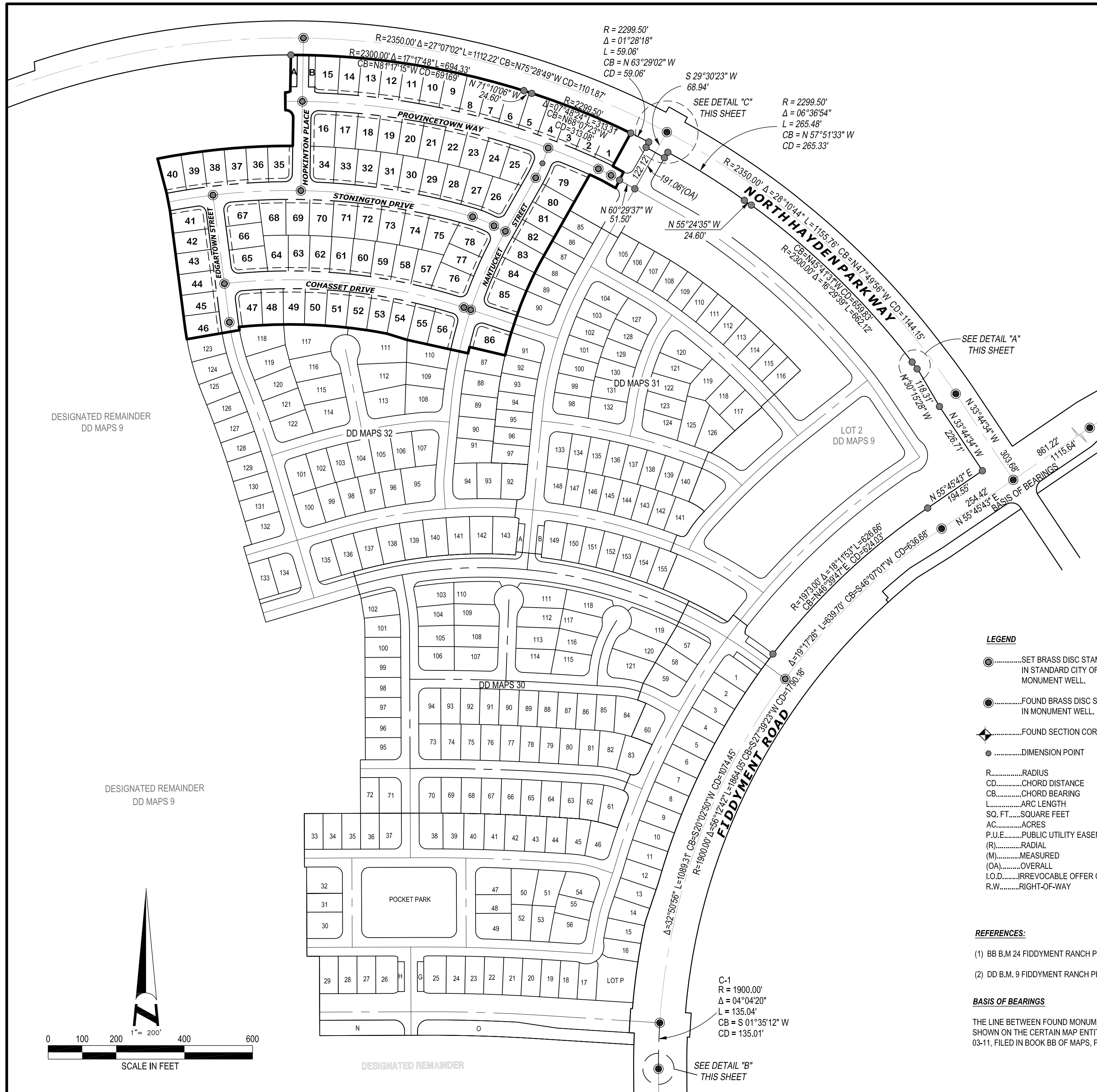
NOTARY PUBLIC, STATE OF _____

PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____



CURVE TABLE-THIS SHEET ONLY					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING AND DISTANCE	
C-1	1900.00'	04°04'20"	135.01'	S 01°35'12" W	135.01'
C-5	31.00'	10°51'58"	5.88'	S 34°56'22" W	5.87'
C-6	31.00'	13°47'37"	7.46'	N 22°36'34" E	7.44'

NOTES

- ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- DUE TO ROUNDING THE SOME OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS "FINAL MAP OF FIDDYMMENT RANCH PHASE 2 VILLAGE F-19-B1" SUBDIVISION IS 18.74± ACRES GROSS. THIS MAP IS CREATING 86 RESIDENTIAL LOTS AND 2 LETTERED LOTS.
- REAR LOT CORNERS SHALL BE MARKED WITH CAPPED LS 8501 5/8" REBAR. FRONT AND SIDE LOT LINES SHALL BE PROJECTED AND MARKED ON BACK OF SIDEWALK WITH CHISEL MARK 4 INCHES LONG AND 1/4" DEEP.
- A GEOTECHNICAL ENGINEERING REPORT (WKA NO. 5877.09) DATED 10/06/2005 FOR THE FIDDYMMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUHLM & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT-ENGINEERING DIVISION.
- EXISTING I.O.D.'S PER DD BM 9 ARE (CONTAINED OR LIE) WITHIN THE STREET RIGHT-OF-WAY DELINEATED ON THIS MAP, AND THEREFOR ARE NOT SHOWN HEREON.

LEGEND

-SET BRASS DISC STAMPED LS 8501 IN STANDARD CITY OF ROSEVILLE MONUMENT WELL.
-FOUND BRASS DISC STAMPED LS 6046 IN MONUMENT WELL.
-FOUND SECTION CORNER AS DESCRIBED
-DIMENSION POINT
- R.....RADIUS
- CD.....CHORD DISTANCE
- CB.....CHORD BEARING
- L.....ARC LENGTH
- SQ. FT.....SQUARE FEET
- AC.....ACRES
- P.U.E.....PUBLIC UTILITY EASEMENT
- (R).....RADIAL
- (M).....MEASURED
- (OA).....OVERALL
- I.O.D.....IRREVOCABLE OFFER OF DEDICATION
- R.W.....RIGHT-OF-WAY

REFERENCES:

- BB B.M 24 FIDDYMMENT RANCH PHASE 2 LARGE LOT SUBDIVISION
- DD B.M. 9 FIDDYMMENT RANCH PHASE 2 VILLAGES F-9 & F-19

BASIS OF BEARINGS

THE LINE BETWEEN FOUND MONUMENTS IN FIDDYMMENT ROAD, TAKEN AS N55°45'43"E, AS SHOWN ON THE CERTAIN MAP ENTITLED "FIDDYMMENT RANCH PHASE 2", SUBDIVISION NO. 03-11, FILED IN BOOK BB OF MAPS, PAGE 24, PLACER COUNTY RECORDS.

FINAL MAP OF
**FIDDYMMENT RANCH PHASE 2
VILLAGE F-19-B1**

SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 1 OF THE CERTAIN FINAL MAP ENTITLED "FIDDYMMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
SEC. 13, T. 11 N, R. 5 E, M.D.B. & M.
A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N, R. 6 E., M.D.B. & M.

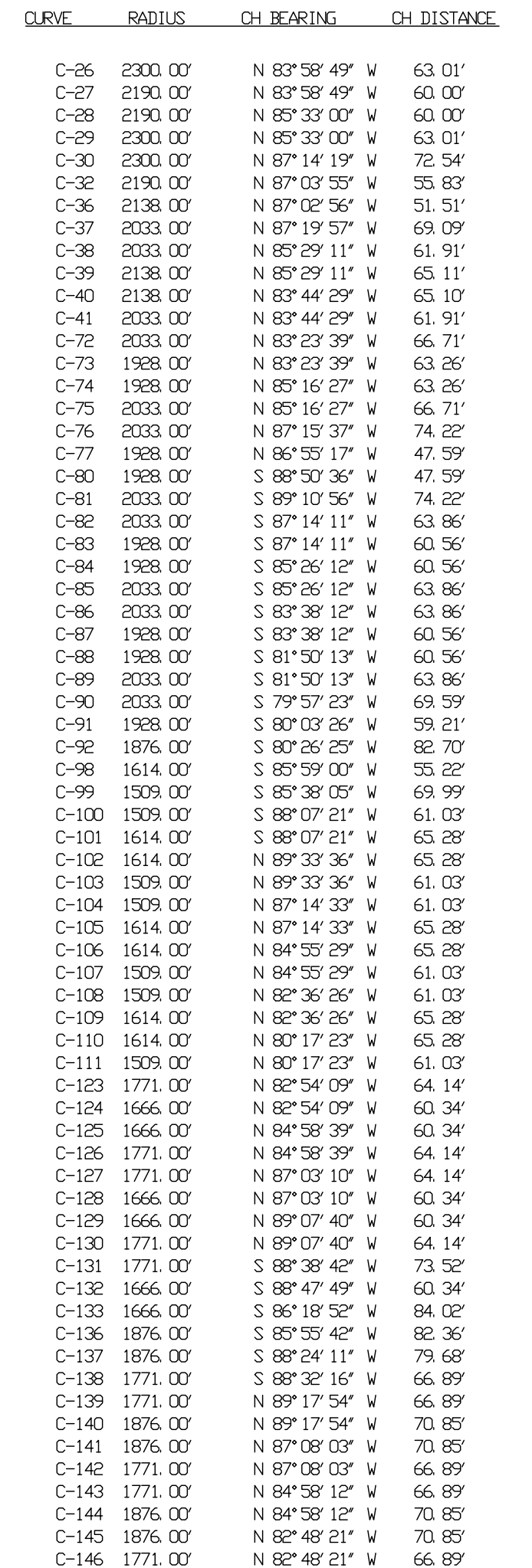
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

1" = 200' JULY 2016

Sheet 3 of 5



1255 Starboard Dr.
West Sacramento, CA 95691
916-372-8124
916-372-8535fax



1255 Starboard Dr.
West Sacramento, CA 95691
916-372-8124
916-372-8535fax



CURVE	RADIUS	CH BEARING	CH DISTANCE
C-1	2299.50'	N 65°04'26" W	68.57'
C-4	2299.50'	N 66°42'47" W	63.00'
C-5	2190.00'	N 66°42'47" W	60.00'
C-6	2190.00'	N 68°16'58" W	60.00'
C-7	2299.50'	N 68°16'58" W	63.00'
C-8	2299.50'	N 69°51'09" W	63.00'
C-9	2190.00'	N 69°51'09" W	60.00'
C-10	2190.00'	N 71°25'20" W	60.00'
C-11	2299.50'	N 71°19'55" W	55.74'
C-12	2300.00'	N 73°12'29" W	45.67'
C-13	2190.00'	N 72°59'31" W	60.00'
C-14	2190.00'	N 74°33'43" W	60.00'
C-15	2300.00'	N 74°33'43" W	63.01'
C-16	2300.00'	N 76°07'54" W	63.01'
C-17	2190.00'	N 76°07'54" W	60.00'
C-18	2190.00'	N 77°42'05" W	60.00'
C-19	2300.00'	N 77°42'05" W	63.01'
C-20	2300.00'	N 79°16'16" W	63.01'
C-21	2190.00'	N 79°16'16" W	60.00'
C-22	2300.00'	N 80°50'27" W	63.01'
C-23	2190.00'	N 80°50'27" W	60.00'
C-24	2190.00'	N 82°24'38" W	60.00'
C-25	2300.00'	N 82°24'38" W	63.01'
C-42	2033.00'	N 81°59'48" W	61.91'
C-43	2138.00'	N 81°59'48" W	65.11'
C-44	2138.00'	N 80°15'07" W	65.10'
C-45	2033.00'	N 80°15'07" W	61.91'
C-46	2033.00'	N 78°30'25" W	61.91'
C-47	2138.00'	N 78°30'25" W	65.11'
C-48	2138.00'	N 76°45'44" W	65.10'
C-49	2033.00'	N 76°45'44" W	61.91'
C-50	2033.00'	N 75°10'02" W	61.91'
C-51	2138.00'	N 75°10'02" W	65.10'
C-52	2138.00'	N 73°16'21" W	65.11'
C-53	2033.00'	N 73°16'21" W	61.91'
C-54	2138.00'	N 71°36'01" W	59.67'
C-56	274.00'	N 25°03'05" E	42.57'
C-57	2033.00'	N 71°27'16" W	67.10'
C-58	2033.00'	N 71°44'12" W	67.12'
C-60	326.00'	N 66°20'59" W	45.29'
C-61	326.00'	N 71°59'00" W	18.78'
C-62	1988.00'	N 74°17'01" W	43.74'
C-63	2033.00'	N 73°56'57" W	69.87'
C-64	2033.00'	N 75°52'25" W	66.71'
C-65	1988.00'	N 75°52'25" W	63.26'
C-66	1988.00'	N 77°45'14" W	63.26'
C-67	2033.00'	N 77°45'14" W	66.71'
C-68	2033.00'	N 79°38'02" W	66.71'
C-69	1988.00'	N 79°38'02" W	63.26'
C-70	1988.00'	N 81°30'50" W	63.26'
C-71	2033.00'	N 81°30'50" W	66.71'
C-112	1614.00'	N 77°57'15" W	66.29'
C-113	1614.00'	N 75°42'44" W	60.01'
C-114	1614.00'	N 73°43'23" W	52.05'
C-116	1666.00'	N 76°40'37" W	60.34'
C-118	1771.00'	N 76°28'23" W	76.74'
C-119	1771.00'	N 78°45'07" W	64.14'
C-120	1666.00'	N 78°45'07" W	60.34'
C-121	1666.00'	N 80°49'38" W	64.14'
C-122	1771.00'	N 80°49'38" W	66.89'
C-147	1771.00'	N 80°38'31" W	66.89'
C-148	1876.00'	N 80°38'31" W	70.85'
C-149	1876.00'	N 78°28'40" W	70.85'
C-150	1771.00'	N 78°28'40" W	66.89'
C-151	1771.00'	N 76°18'49" W	66.89'
C-152	1876.00'	N 76°00'31" W	90.84'
C-153	1400.00'	S 26°19'49" W	68.97'
C-154	1876.00'	N 74°07'39" W	32.32'
C-155	274.00'	S 68°14'48" W	51.45'
C-157	1295.00'	S 26°08'28" W	51.15'
C-158	1295.00'	S 23°44'47" W	60.00'
C-159	1400.00'	S 23°41'27" W	60.00'
C-160	1400.00'	S 20°45'11" W	83.55'
C-161	1666.00'	N 74°11'35" W	84.09'
C-163	1295.00'	S 21°17'53" W	49.33'
C-164	326.00'	N 25°02'17" E	50.80'
C-166	2138.00'	N 66°57'04" W	93.27'

FIDDYMMENT RANCH PHASE 2
VILLAGE F-19-B1

SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 1 OF THE CERTAIN FINAL MAP ENTITLED "FIDDYMMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
SEC. 13, T. 11 N., R. 5 E., M.D.B. & M.
A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N., R. 6 E., M.D.B. & M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

1" = 50' JULY 2016

Sheet 5 of 5



1255 Starboard Dr.
West Sacramento, CA 95691
916-372-8124
916-372-8535fax

RESOLUTION NO. 16-379

APPROVING A SUBDIVISION AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and John Mourier Construction, Inc., for the Fiddymment Ranch Phase 2 Village F-19B1 Subdivision (Subdivision no. 000179), has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

Fiddymment Ranch Phase 2 Village F-19-B1 SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20____, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
John Mourier Construction, Inc. ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Fiddymment Ranch Phase 2 Village F-19-B1 Subdivision"
(Subdivision no. 000179 "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 16th day of April, 2014, and the final map of the Subdivision has been
approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the
subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement

between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Kimley-Horn and Associates, Inc., dated March, 2015 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2016, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$2,598,441.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of

paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
General Liability	\$2,000,000 per occurrence \$3,000,000 aggregate Personal Injury: \$2,000,000 per occurrence \$3,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation	Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue ; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

John Mourier Construction, Inc.
1430 Blue Oaks Blvd., Ste. 190
Roseville, CA. 95747

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a
municipal corporation,

John Mourier Construction, Inc.,
a California Corporation

BY: _____
ROB JENSEN

City Manager

BY:  _____

its:  _____

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____

MARC STOUT
City Engineer

CERTIFICATE OF 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) ss

On August 8, 2016 before me, KAREN HEADLEY,
Notary Public, personally appeared Rod Yamahara,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/
they executed the same in his/her/their authorized capacity(ies), and that by his/her/
their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)





COUNCIL COMMUNICATION

CC #: 7944

File #: 0400-04-03-2 & 0400-07

Title: Foothill American Dream - Final Map and Subdivision Agreement

Contact: Kerry Andrews (916) 774-5346 kandrews@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.15.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the easements and rights of way offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services - Engineering has reviewed the subject final map and has found that it is in conformance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This final map will be creating 59 residential lots and 4 letter lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is categorically exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15182 pertaining to residential projects

consistent with a specific plan for which an EIR was certified and pursuant to Section 305 of the City of Roseville CEQA Implementing Procedures.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 16-381

Subdivision Agreement

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 FINAL MAP OF "FOOTHILLS AMERICAN DREAM " 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 TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT 'A', LOT 'B', LOT 'D' AND 12.5 FEET LYING CONTIGUOUS TO LOT 'A' SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS LOT 'A' SHOWN HEREON AND DESIGNATED 'E.V.A.E.' (EMERGENCY VEHICLE ACCESS EASEMENT)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) LOT 'D' AND THE STREETS SHOWN HEREON AS MAIN STREET AND FOOTHILLS BOULEVARD.

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION

JOHN L. MOURIER III
PRESIDENT

LAURA A. MOURIER
SECRETARY

NOTARY STATEMENT:

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) SS

ON _____, 2016 BEFORE ME _____, NOTARY PUBLIC PERSONALLY APPEARED JOHN L. MOURIER III AND LAURA A. MOURIER WHO PROVED TO ME ON THE 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 AND OFFICIAL SEAL:

SIGNATURE _____ PRINT NAME _____
MY COMMISSION NO. IS _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION EXPIRES _____

A Final Map of
FOOTHILLS AMERICAN DREAM

Subdivision No.: PL14-0297
ALL OF LOT 72 AS SHOWN ON THE PLAT OF "PARKLAND ESTATES" FILED IN BOOK 'Q' OF MAPS, AT PAGE 88.
LOCATED IN SECTION 33, T. 11 N., R. 6 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SEPTEMBER, 2016

BAKER-WILLIAMS ENGINEERING GROUP
SHEET 1 OF 6

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "FOOTHILLS AMERICAN DREAM" 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 _____

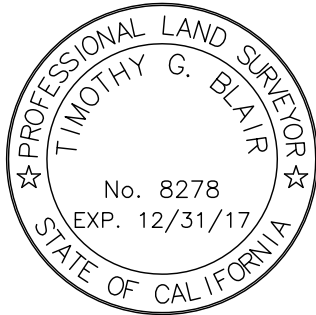
MARC STOUT R.C.E. 69879
ACTING CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2016

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "FOOTHILLS AMERICAN DREAM" IS TECHNICALLY CORRECT.

For Marc Stout, Acting City Engineer, City of Roseville

DATED _____

TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2017



CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF "FOOTHILLS AMERICAN DREAM" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS AND RIGHTS-OF-WAY HEREON OFFERED FOR DEDICATION.

DATED _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

SURVEYOR'S STATEMENT:

THIS FINAL MAP OF "FOOTHILLS AMERICAN DREAM" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN MOURIER CONSTRUCTION, INC., IN FEBRUARY, 2015. 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 _____

JOHN KARL JEFFRIES L.S. 7820
EXPIRES 12/31/2017



RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF BAKER-WILLIAMS ENGINEERING GROUP, AT _____ MINUTES AFTER _____ O'CLOCK _M. ON THE _____ DAY OF _____, 2016 AND RECORDED IN BOOK _____ OF MAPS, AT PAGE ____.

DOCUMENT NO. _____ COUNTY RECORDER OF PLACER COUNTY

FEE _____ BY: _____
DEPUTY

A Final Map of

FOOTHILLS AMERICAN DREAM

Subdivision No.: PL14-0297

ALL OF LOT 72 AS SHOWN ON THE PLAT OF "PARKLAND ESTATES" FILED IN BOOK 'Q' OF MAPS, AT PAGE 88.

LOCATED IN SECTION 33, T. 11 N., R. 6 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SEPTEMBER, 2016

BAKER-WILLIAMS ENGINEERING GROUP

SHEET 2 OF 6

NOTES:

- THE TOTAL AREA OF THIS SUBDIVISION IS 7.484 ACRES MORE OR LESS AND CONSISTS OF 59 SINGLE FAMILY LOTS, 3 COMMON AREA LOTS AND 1 LANDSCAPE LOT.
- ALL BEARINGS ALONG CURVED LINES ARE CHORD MEASUREMENTS.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E15173.000, DATED JUNE, 2015. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES-ENGINEERING DEPARTMENT.
- LOTS 'A', 'B' AND 'C' SHALL BE GRANTED IN FEE TO THE HOMEOWNER'S ASSOCIATION.
- LOT 'D' SHALL BE GRANTED IN FEE TO THE CITY OF ROSEVILLE AS RIGHT-OF-WAY.
- LOT 'A' IS A PRIVATE STREET FOR THE MUTUAL BENEFIT OF THOSE LOTS SHOWN HEREON AND NUMBERED 1-59, INCLUSIVE.
- STREET OWNERSHIP AND MAINTENANCE INCLUDING STREET LIGHTS, LOT DRAINAGE SYSTEMS AND SURFACE DRAINAGE SYSTEMS ARE PRIVATE AND THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
- COVENANTS, CONDITIONS AND RESTRICTIONS (C.C.& R.'S) ARE BEING RECORDED CONCURRENTLY WITH THIS FINAL MAP AS DOCUMENT # _____.

LEGEND:

- | | |
|----------|--|
| P.U.E. | PUBLIC UTILITY EASEMENT |
| (R) | RADIAL BEARING |
| (O.A.) | OVER ALL DISTANCE |
| E.V.A.E. | EMERGENCY VEHICLE ACCESS EASEMENT |
| ○ | 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 1" BRASS DISC UN-STAMPED IN STANDARD CITY OF ROSEVILLE MONUMENT WELL |
| └┐ | SET 5/8" REBAR TAGGED "LS 7820" AT ALL REAR PROPERTY CORNERS AND REAR ANGLE POINTS |
| └┐ | SET 1" BRASS DISC 6" FROM FRONT PROPERTY CORNER, INTO CURB OR SIDEWALK WHERE APPROPRIATE |
| ⦿ | FOUND MONUMENT AS NOTED |
| ◀▶ | FOUND SECTION CORNER AS NOTED |
| (1) | RECORD PER Q BM 88 |
| (2) | RECORD PER 15 PM 6 |
| —x— | FENCE |

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE SOUTH LINE OF SECTION 33, T. 11 N., R. 6 E., M.D.M. AS SHOWN ON 'Q' BM 88 AND TAKEN AS N 89°36'28" E AND ESTABLISHED BY MONUMENTS FOUND AS SHOWN HEREON.

A Final Map of

FOOTHILLS AMERICAN DREAM

Subdivision No.: PL14-0297

ALL OF LOT 72 AS SHOWN ON THE PLAT OF "PARKLAND ESTATES" FILED IN BOOK 'Q' OF MAPS, AT PAGE 88.

LOCATED IN SECTION 33, T. 11 N., R. 6 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SEPTEMBER, 2016

SCALE: 1" = 30'

BAKER-WILLIAMS ENGINEERING GROUP

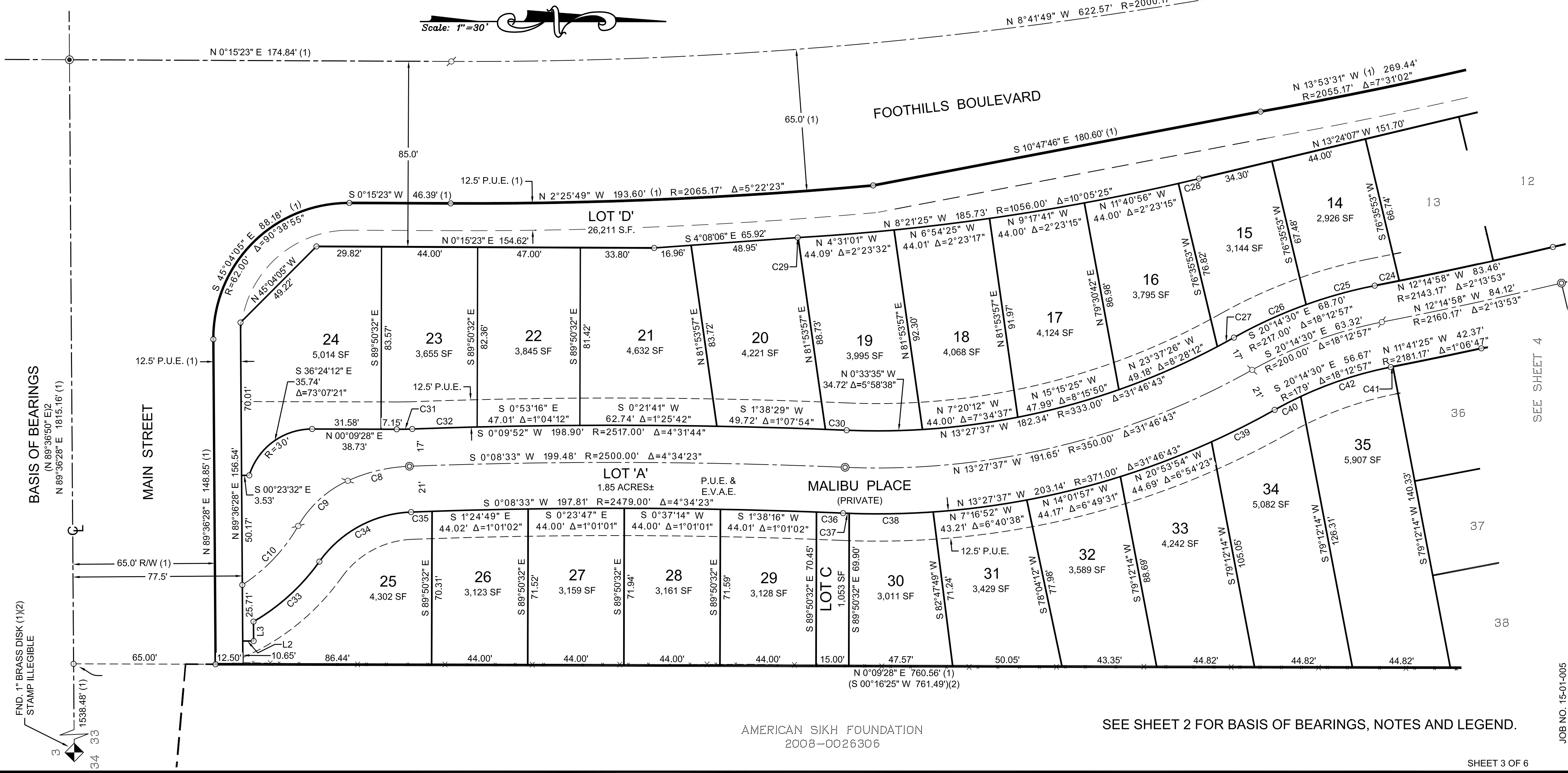
SHEET 3 OF 6

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C8	29.18'	75.00'	22° 17' 22"	S 13°17'19" E	28.99'
C9	31.21'	50.00'	35° 45' 36"	S 42°18'48" E	30.70'
C10	37.56'	79.00'	27° 14' 33"	N 46°34'19" W	37.21'
C24	11.44'	2,143.17'	0° 18' 21"	N 11°17'12" W	11.44'
C25	32.62'	217.00'	8° 36' 49"	S 15°26'26" E	32.59'
C26	36.37'	217.00'	9° 36' 08"	S 24°32'54" E	36.32'
C27	8.66'	333.00'	1° 29' 27"	N 28°36'15" W	8.66'
C28	9.70'	1,056.00'	0° 31' 34"	N 13°08'20" W	9.70'
C29	0.17'	1,056.00'	0° 00' 32"	N 3°18'59" W	0.17'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C30	9.74'	2,517.00'	0° 13' 18"	S 2°19'05" W	9.74'
C31	7.12'	180.68'	2° 15' 28"	N 0°58'16" W	7.12'
C32	29.74'	2,517.00'	0° 40' 38"	S 1°45'41" E	29.74'
C33	41.13'	96.00'	24° 32' 44"	N 42°19'52" W	40.81'
C34	49.44'	54.00'	52° 27' 36"	S 28°22'26" E	47.73'
C35	9.60'	2,479.00'	0° 13' 19"	S 2°01'59" E	9.60'
C36	12.22'	2,479.00'	0° 16' 57"	S 2°17'16" W	12.22'
C37	2.79'	371.00'	0° 25' 50"	N 2°12'49" E	2.79'
C38	38.47'	371.00'	5° 56' 28"	N 0°58'20" W	38.45'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C39	32.36'	371.00'	4° 59' 53"	N 26°51'02" W	32.35'
C40	13.46'	179.00'	4° 18' 29"	S 27°11'44" E	13.46'
C41	1.01'	2,181.17'	0° 01' 35"	N 11°08'49" W	1.01'
C42	43.45'	179.00'	13° 54' 28"	S 18°05'15" E	43.34'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L2	5.00'	N 0° 23' 32" W
L3	8.88'	S 89° 36' 28" W



AMERICAN SIKH FOUNDATION
2008-0026306

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

SHEET 3 OF 6

JOB NO. 15-01-005

A Final Map of

FOOTHILLS AMERICAN DREAM

Subdivision No.: PL14-0297

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LOCATED IN SECTION 33, T. 11 N., R. 6 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SEPTEMBER, 2016

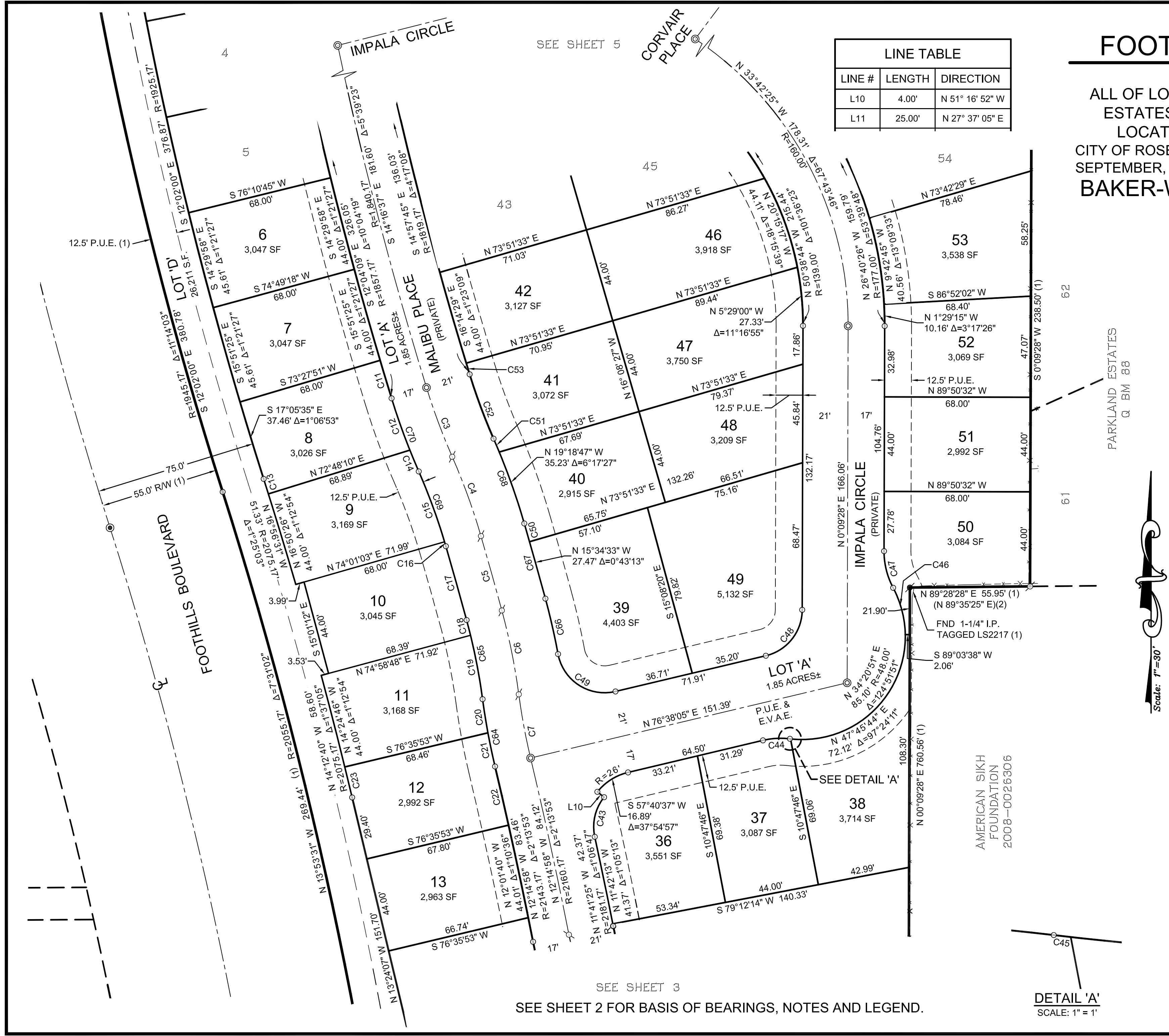
SCALE: 1" = 30'

BAKER-WILLIAMS ENGINEERING GROUP

SHEET 4 OF 6

LINE TABLE		
LINE #	LENGTH	DIRECTION
L10	4.00'	N 51° 16' 52" W
L11	25.00'	N 27° 37' 05" E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C3	34.36'	300.00'	6° 33' 46"	S 20°23'12" E	34.34'
C4	39.27'	300.00'	7° 30' 01"	N 19°55'04" W	39.24'
C5	35.95'	2,164.17'	0° 57' 07"	N 15°41'30" W	35.95'
C6	39.84'	300.00'	7° 36' 32"	N 11°24'41" W	39.81'
C7	30.15'	300.00'	5° 45' 30"	S 10°29'10" E	30.14'
C11	18.46'	1,857.17'	0° 34' 10"	S 16°49'14" E	18.46'
C12	25.57'	317.00'	4° 37' 16"	S 19°24'57" E	25.56'
C13	7.33'	2,075.17'	0° 12' 09"	N 17°32'57" W	7.33'
C14	10.74'	317.00'	1° 56' 29"	S 22°41'50" E	10.74'
C15	34.91'	283.00'	7° 04' 01"	N 20°08'04" W	34.88'
C16	2.14'	283.00'	0° 26' 00"	N 16°23'04" W	2.14'
C17	35.67'	2,147.17'	0° 57' 07"	N 15°41'30" W	35.67'
C18	7.33'	283.00'	1° 29' 04"	N 14°28'25" W	7.33'
C19	30.25'	283.00'	6° 07' 28"	N 10°40'08" W	30.24'
C20	15.87'	317.00'	2° 52' 06"	S 9°02'28" E	15.87'
C21	15.99'	317.00'	2° 53' 24"	S 11°55'13" E	15.99'
C22	28.02'	2,143.17'	0° 44' 57"	N 12°59'26" W	28.02'
C23	14.60'	2,075.17'	0° 24' 12"	N 13°36'13" W	14.60'
C43	19.57'	22.00'	50° 57' 57"	S 13°14'10" W	18.93'
C44	12.66'	36.00'	20° 08' 41"	S 86°42'26" W	12.59'
C45	0.26'	48.00'	0° 18' 57"	S 83°22'42" E	0.26'
C46	22.74'	48.00'	27° 08' 44"	N 14°30'43" W	22.53'
C47	17.75'	36.00'	28° 14' 33"	S 13°57'49" E	17.57'
C48	29.37'	22.00'	76° 28' 37"	N 38°23'47" E	27.23'
C49	35.66'	22.00'	92° 52' 28"	S 56°55'41" E	31.88'
C50	8.83'	2,185.17'	0° 13' 53"	N 16°03'07" W	8.83'
C51	6.78'	321.00'	1° 12' 34"	N 23°03'47" W	6.78'
C52	31.96'	279.00'	6° 33' 46"	S 20°23'12" E	31.94'
C53	5.42'	1,819.17'	0° 10' 15"	S 17°01'11" E	5.42'
C64	31.86'	317.00'	5° 45' 30"	S 10°29'10" E	31.85'
C65	37.58'	283.00'	7° 36' 32"	N 11°24'41" W	37.56'
C66	26.47'	321.00'	4° 43' 30"	N 12°51'12" W	26.46'
C67	36.30'	2,185.17'	0° 57' 07"	N 15°41'30" W	36.30'
C68	42.02'	321.00'	7° 30' 01"	N 19°55'04" W	41.99'
C69	37.05'	283.00'	7° 30' 01"	N 19°55'04" W	37.02'
C70	36.31'	317.00'	6° 33' 46"	S 20°23'12" E	36.29'



A Final Map of

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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SEPTEMBER, 2016

SCALE: 1" = 30'

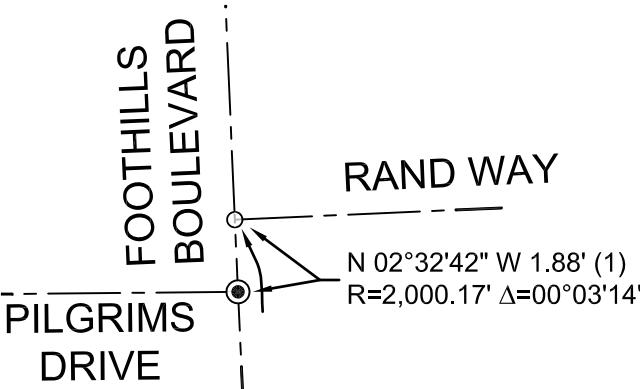
BAKER-WILLIAMS ENGINEERING GROUP

SHEET 5 OF 6

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	14.82'	N 27° 37' 05" E
L5	22.82'	N 33° 19' 32" E
L6	4.00'	N 62° 40' 00" W
L7	5.00'	N 27° 20' 00" E
L8	10.50'	N 62° 40' 00" W
L9	22.77'	N 19° 17' 19" E
L11	25.00'	N 27° 37' 05" E
L13	4.00'	S 40° 45' 42" W

FRANCISCO COURT

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	35.15'	113.00'	17° 49' 13"	S 18° 42' 28" W	35.00'
C2	15.30'	50.00'	17° 32' 08"	N 18° 33' 56" E	15.24'
C54	35.08'	22.00'	91° 22' 16"	S 32° 51' 57" W	31.48'
C55	35.73'	177.00'	11° 33' 58"	N 47° 43' 21" W	35.67'
C56	36.68'	26.00'	80° 50' 20"	S 13° 05' 10" E	33.72'
C57	27.99'	22.00'	72° 54' 10"	N 63° 47' 05" E	26.14'
C58	36.77'	181.00'	11° 38' 18"	N 85° 34' 59" W	36.70'
C59	31.74'	181.00'	10° 02' 47"	S 83° 34' 28" W	31.70'
C60	20.05'	22.00'	52° 12' 38"	S 75° 20' 37" E	19.36'
C61	34.52'	1,823.17'	1° 05' 06"	S 9° 32' 07" E	34.52'
C62	5.04'	1,823.17'	0° 09' 30"	S 6° 57' 57" E	5.04'
C63	20.00'	1,925.17'	0° 35' 43"	S 6° 42' 50" E	20.00'

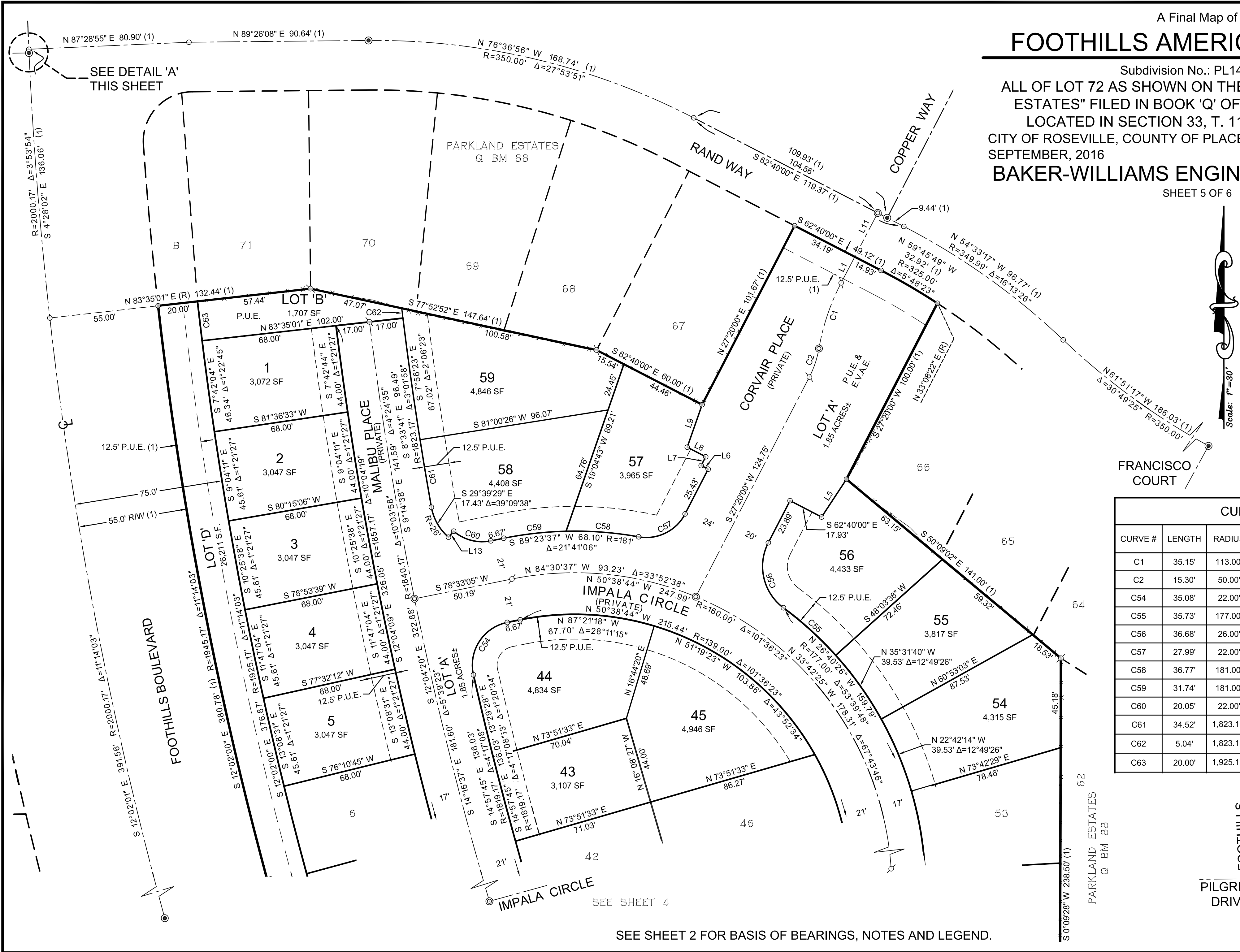


DETAIL 'A'
SCALE: 1" = 5'

SHEET 5 OF 6

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES AND LEGEND.

SEE SHEET 4



A Final Map of

FOOTHILLS AMERICAN DREAM

Subdivision No.: PL14-0297

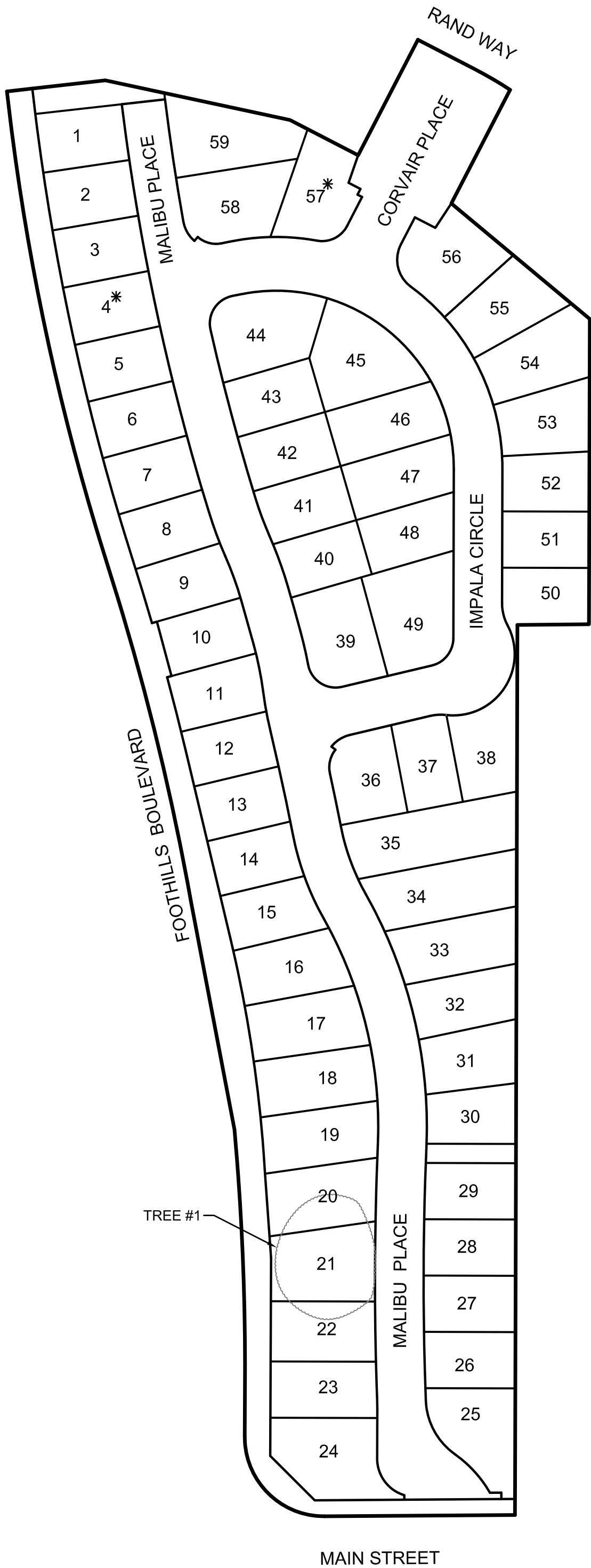
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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SEPTEMBER, 2016

SCALE: 1" = 80'

BAKER-WILLIAMS ENGINEERING GROUP

SHEET 6 OF 6



Legend:

- * DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON THE SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE HOMEOWNER.

Notes:

1. TREE #1 ON LOT 21 SHALL NOT BE REMOVED UNLESS IT IS DETERMINED BY A CERTIFIED ARBORIST THAT THE TREE IS DEAD OR HAZARDOUS.

Informational Sheet Only

THIS SHEET CONTAINS 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 BELOW SHALL BE FITTED WITH A SEWER BACKFLOW VALVE AS APPROVED BY THE CITY OF ROSEVILLE. 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 THE FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

RESOLUTION NO. 16-381

APPROVING A SUBDIVISION AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and John Mourier Construction, Inc., for the Foothill American Dream Subdivision (Subdivision no. PL14-0297), has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

Foothill American Dream SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and

John Mourier Construction, Inc.,
a California corporation _____, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Foothill American Dream Subdivision" (Subdivision
no. PL14-0297; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 22 day of January, 2015, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Baker Williams, dated March 2015 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2018, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$2,544,997.95. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

General Liability

Automobile Liability

LIMITS OF LIABILITY

\$2,000,000 per occurrence

\$3,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$3,000,000 aggregate

\$1,000,000 combined single limit

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

John Mourier Construction, Inc.
1430 Blue Oaks Blvd., Ste 190
Roseville, CA 95747

Either party may amend its address by giving written notice to the other.

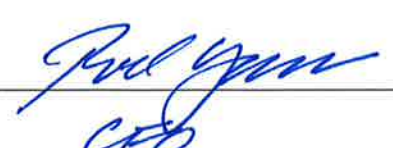
22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation,

John Mourier Construction, Inc.,
a California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Placer

On August 4, 2016, before me, KAREN Headley, a notary public, personally appeared 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 



Name Karen Headley

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____

MARC STOUT
City Engineer



COUNCIL COMMUNICATION

CC #: 7930

File #: 0400-04-08-1 & 0400-07

Title: Veranda - Final Map and Subdivision Agreement
Contact: Kerry Andrews (916) 774-5346 kandrews@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.16.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the easements offered thereon, but reject at this time the irrevocable offer of Lot B.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services - Engineering has reviewed the subject final map and has found that it is in conformance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This final map will be creating 149 residential lots and 7 letter lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review per Section 15182 of the California Environmental Quality Act (CEQA) Guidelines as a residential project pursuant to a Specific Plan

for which an EIR has been certified. The Stoneridge Specific Plan EIR (SCH#97032058) was certified by the City of Roseville on March 18, 1998.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Map

Resolution No. 16-371

Subdivision Agreement

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 SUBDVISION SHOWN UPON THIS FINAL MAP OF "VERANDA"; AND DO 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, WATER AND GAS PIPES, SEWER PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE, AND TELEVISION SERVICES AND ABOVE GROUND APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE LINES OF THE LOTS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, WATER AND GAS PIPES, SEWER PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE, AND TELEVISION SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS H & I, SHOWN HEREON.

(C) EMERGENCY ACCESS EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY SERVICE VEHICLES, ON, OVER AND ACROSS LOTS H & I AND THOSE STRIPS OF LAND LYING BETWEEN THE LINES OF THE LOTS SHOWN HEREON AND DESIGNATED "E.V.A.E" (EMERGENCY VEHICLE ACCESS EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION IN FEE TO THE PUBLIC:

(A) LOT B, AS SHOWN HEREON AS PUBLIC OPEN SPACE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PRIVATE PURPOSES:

(A) DRAINAGE EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF STORM WATER DRAINAGE SYSTEMS AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE LINES OF THE LOTS SHOWN HEREON AND DESIGNATED "D.E." (DRAINAGE EASEMENT), FOR THE MUTUAL BENEFIT OF ALL LOTS SHOWN HEREON.

(B) ACCESS EASEMENTS FOR INGRESS AND EGRESS PURPOSES ACROSS THOSE STRIPS OF LAND SHOWN HEREON AS "A.E." (ACCESS EASEMENT) FOR THE MUTUAL BENEFIT OF ALL LOTS SHOWN HEREON.

(C) PEDESTRIAN EASEMENTS FOR PEDESTRIAN INGRESS AND EGRESS PURPOSES ACROSS THOSE STRIPS OF LAND SHOWN HEREON AS "P.E." (PEDESTRIAN EASEMENT) AND, UNLESS SHOWN OTHERWISE, ARE FOR THE MUTUAL BENEFIT OF ALL LOTS SHOWN HEREON.

(D) PRIVATE EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS PURPOSES FOR THE MUTUAL BENEFIT OF ALL LOTS SHOWN HEREON, ON OVER AND ACROSS LOTS H & I, SHOWN HEREON.

ELLIOTT HOMES INC., AN ARIZONA CORPORATION

PRINT NAME _____
TITLE _____

PRINT NAME _____
TITLE _____

FINAL MAP OF
VERANDA

SUBDIVISION NO. PL13-0314

BEING A SUBDIVISION OF LOT 43, STONERIDGE EAST PHASE 4A VILLAGE 11
CC MAPS 95, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTIONS 31 & 32, T.11N., R.7E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
APRIL, 2016
MORTON & PITALO, INC.

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL _____
NOTARY PUBLIC, STATE OF CALIFORNIA
MY COMMISSOIN NO. _____ AND EXPIRES ON: _____
MY PRINCIPLE PLACE OF BUSINESS IS _____ COUNTY

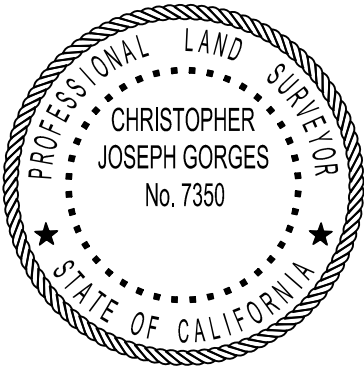
SIGNATURE _____ PRINT NAME _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "VERANDA" WAS PREPARED BY ME OR UNDER BY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDVISION MAP ACT AND LOCAL ORDINACES AT THE REQUEST OF ELLIOTT HOMES, INC., IN JANUARY, 2015. I HEREBY STATE THAT THIS FINAL MAP OF "VERANDA" SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND 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 JANUARY 31, 2017 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CHRISTOPHER J. GORGES, P.L.S. 7350
RENEWAL DATE: 12/31/2017

DATE _____



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "VERANDA" 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 _____
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. NO. 69879, EXPIRATION DATE: 9/30/2016

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "VERANDA" IS IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED _____
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2017



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "VERANDA" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, ALL PUBLIC EASEMENTS HEREON OFFERED FOR DEDICATION, AND HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, LOT B OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE EASEMENT LISTED HEREON.

CITY CLERK, CITY OF ROSEVILLE

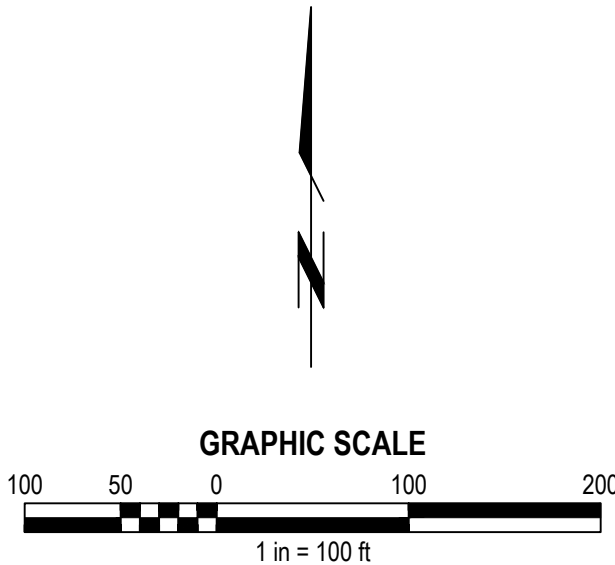
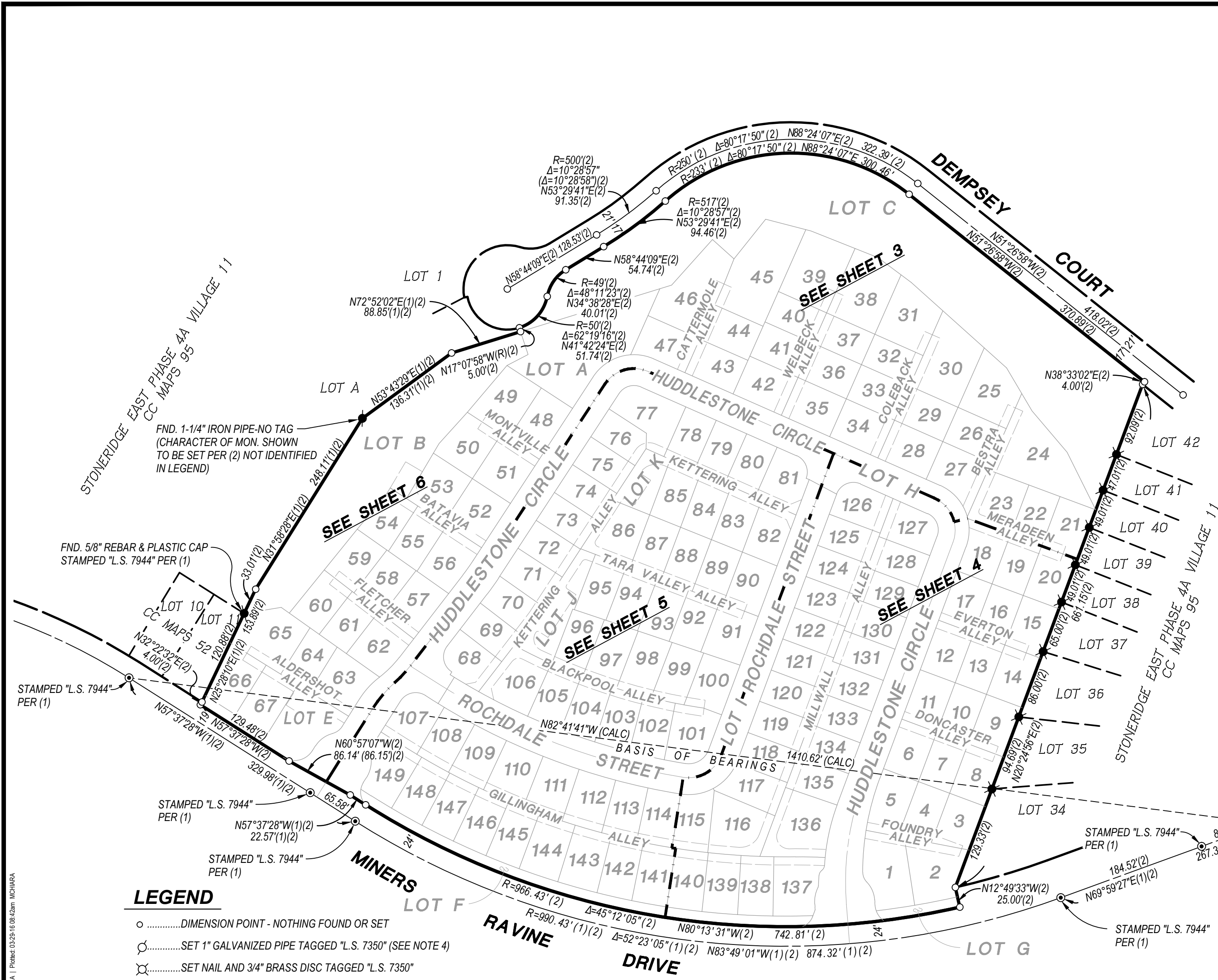
DATED _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2016, AT _____ M.
IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF MORTON & PITALO, INC.

DOCUMENT NO. 2016- _____ JIM McCAULEY
PLACER COUNTY RECORDER

FEE: _____ BY: _____
DEPUTY



NOTES

1. TOTAL AREA OF THIS SUBDIVISION IS 16.733 ACRES, CREATING 149 RESIDENTIAL LOTS AND 7 LETTERED LOTS.
2. A DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR THIS SUBDIVISION HAS BEEN RECORDED AS DOCUMENT NO. _____.
3. A GEOTECHNICAL ENGINEERING REPORT WAS PREPARED BY MPE MID PACIFIC ENGINEERING, INC., FILE NO. 01514-08, DATED NOVEMBER 21, 2014. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING.
4. FRONT LOT CORNERS FOR LOTS ABUTTING LOTS E, F, G, H & I WILL BE MARKED BY A CHISELED 4" LONG x 1/4" DEEP SLASH IN CONCRETE AT BACK OF CURB OR BACK OF SIDEWALK UNLESS NOTED OTHERWISE. REAR LOT CORNERS ADJACENT TO A RETAINING WALL WILL BE REFERENCED WITH A 1" GALVANIZED PIPE TAGGED "LS 7350" SET ON THE LOT LINE, THREE (3) FEET FROM THE TRUE CORNER. REAR LOT ANGLE POINTS ADJACENT TO A RETAINING WALL WILL BE REFERENCED WITH A 1" GALVANIZED PIPE TAGGED "LS 7350" SET AT A THREE FEET BY THREE FEET (3.0' X 3.0') INTERSECTION FROM THE TRUE CORNER.
5. THE STREETS SHOWN HEREON ARE PRIVATE AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
6. LOTS A, C, E, F, G, H, I, J & K SHALL BE DEDICATED TO THE HOMEOWNERS ASSOCIATION.
7. PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENT IS HEREBY ABANDONED:

A. THAT PORTION OF THAT CERTAIN EMERGENCY ACCESS EASEMENT GRANTED TO THE CITY OF ROSEVILLE PER THAT CERTAIN MAP ENTITLED, "FINAL MAP OF STONERIDGE EAST PHASE 4A VILLAGE 11" FILED IN BOOK CC OF MAPS, PAGE 95, PLACER COUNTY RECORDS, NOT SHOWN HEREON.
8. THE PRIVATE EASEMENTS SHOWN HEREON ARE FOR THE MUTUAL BENEFIT OF ALL LOTS UNLESS SHOWN OTHERWISE.

BASIS OF BEARINGS

THE MERIDIAN OF THIS SURVEY IS A CALCULATED LINE BETWEEN FOUND CENTERLINE MONUMENTS ALONG MINERS RAVINE DRIVE, AS SAID MONUMENTS ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "STONERIDGE EAST PHASE 4A VILLAGE 13", FILED IN BOOK CC OF MAPS, PAGE 52, PLACER COUNTY RECORDS, THE BEARING OF WHICH IS N82°41'41"W.

**FINAL MAP OF
VERANDA**

SUBDIVISION NO. PL13-0314

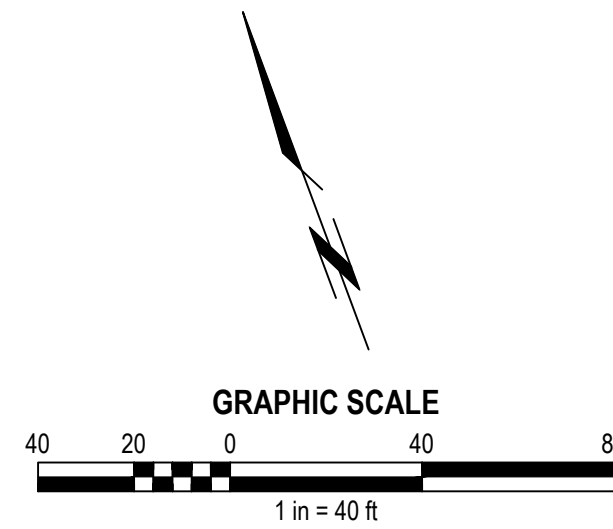
BEING A SUBDIVISION OF LOT 43, STONERIDGE EAST PHASE 4A VILLAGE 11
CC MAPS 95, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTIONS 31 & 32, T.11N., R.7E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
APRIL, 2016

MORTON & PITALO, INC.

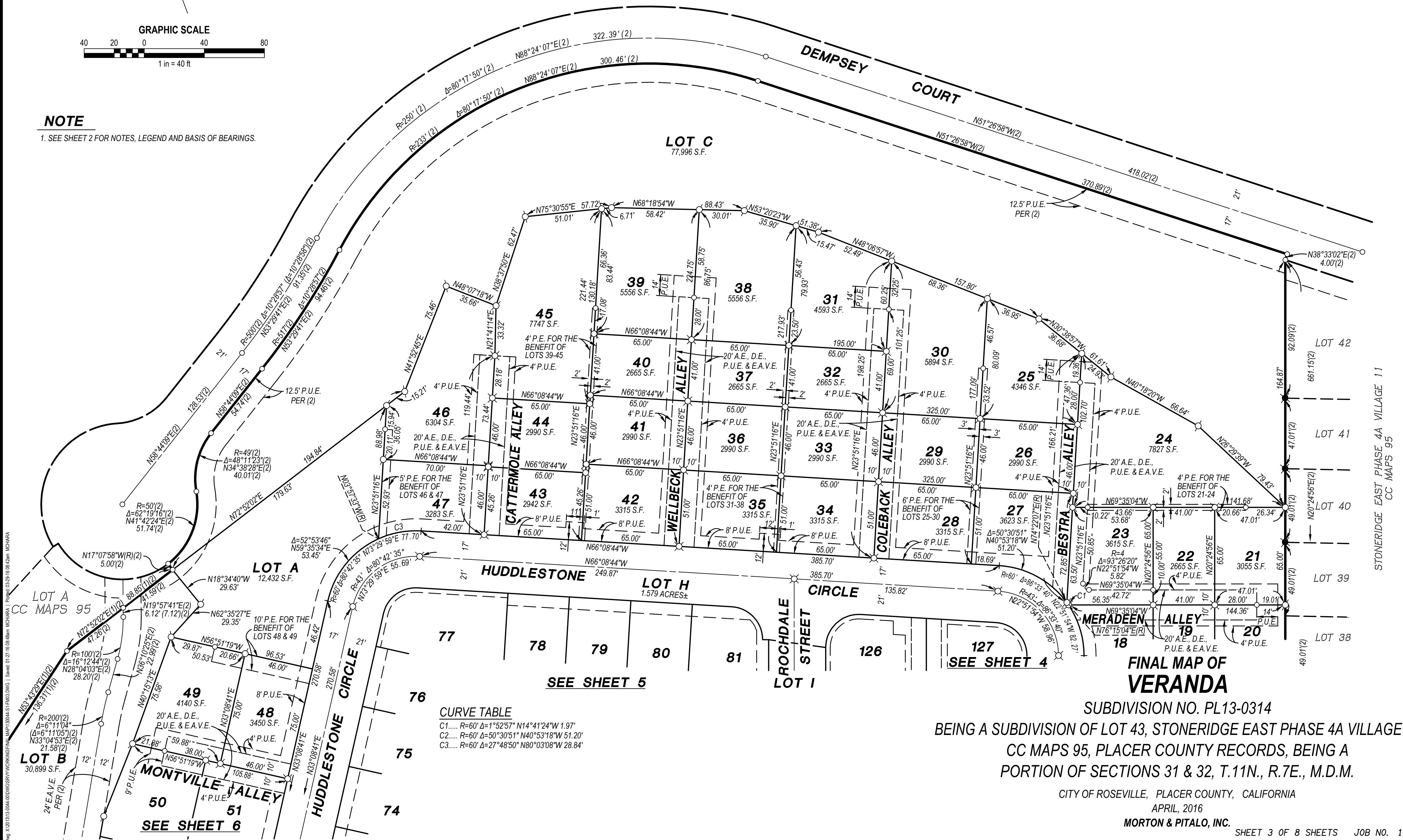
SHEET 2 OF 8 SHEETS JOB NO. 130044

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NOTE

1. SEE SHEET 2 FOR NOTES, LEGEND AND BASIS OF BEARINGS



STONERIDGE EAST PHASE 4A VILLAGE 11
CC MAPS 95

FINAL MAP OF VERANDA

SUBDIVISION NO. PL13-0314

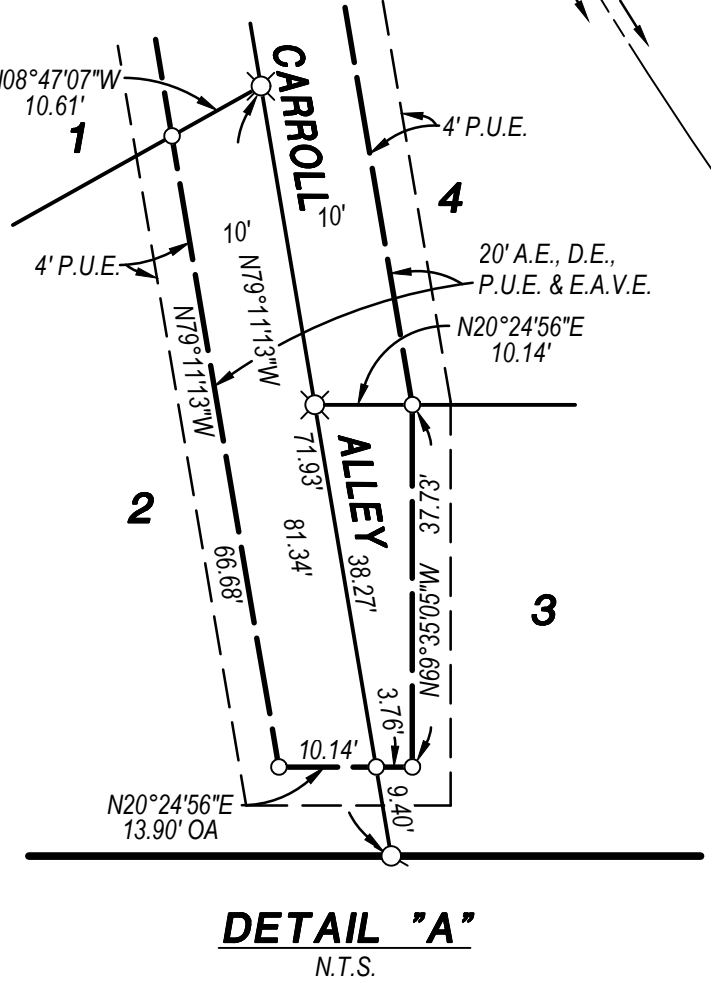
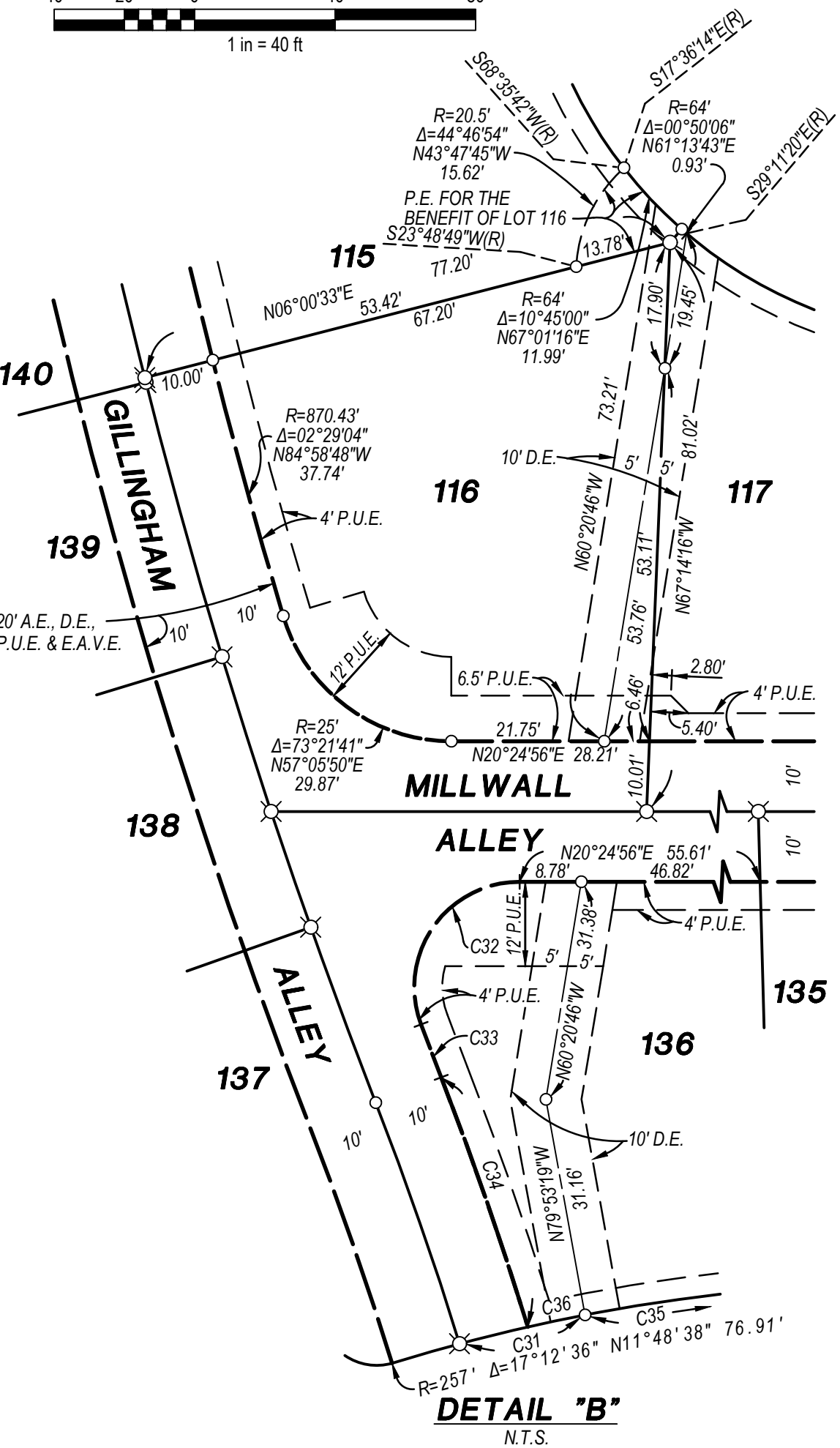
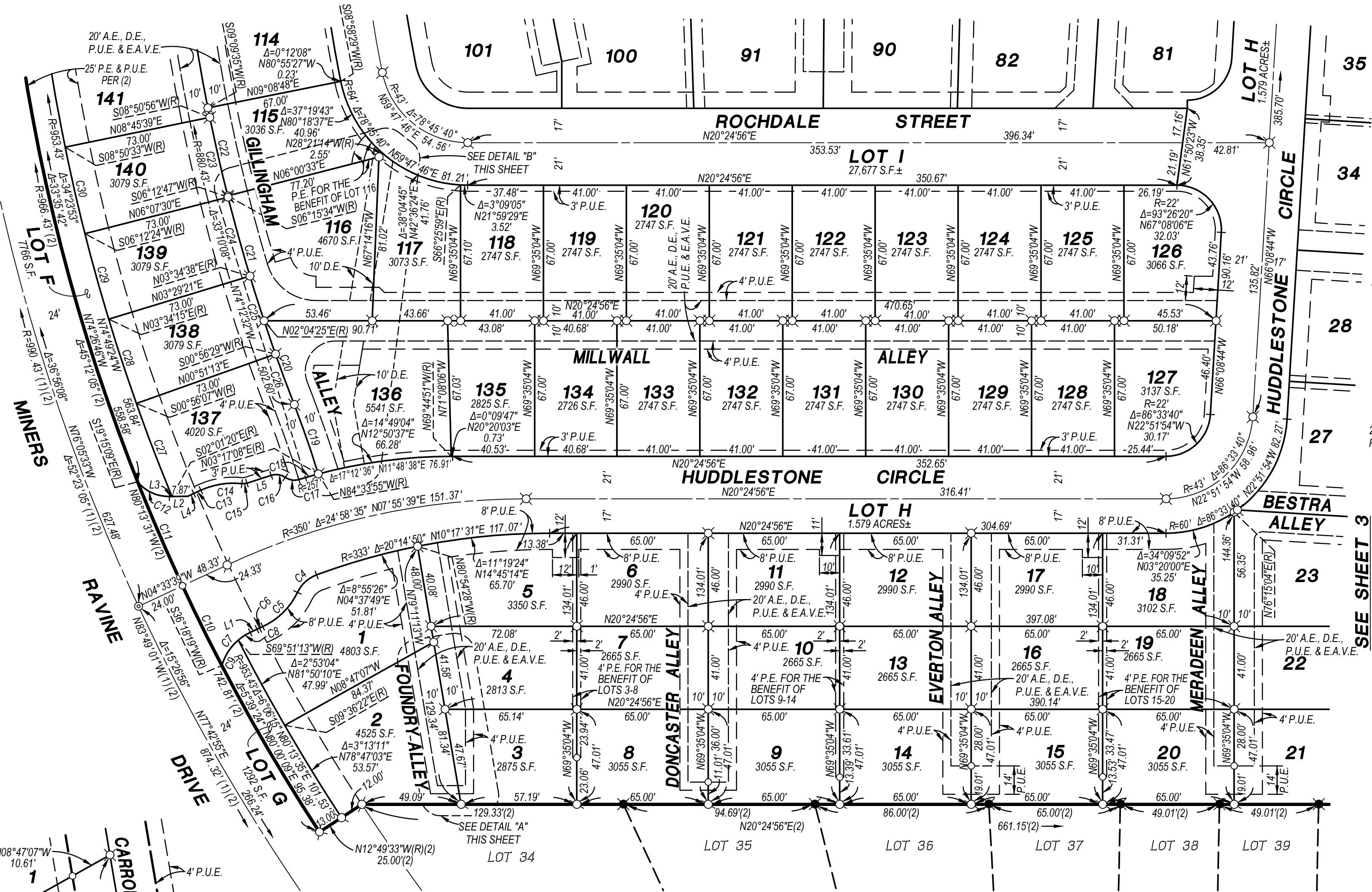
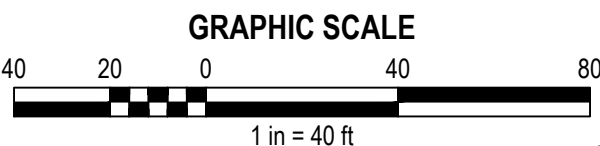
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CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
APRIL, 2016

MORTON & PITALO, INC.

C. SHEET 3 OF 8 SHEETS JOB NO. 130044

SEE SHEET 5



LINE TABLE

- L1..... N04°33'39"W 3.67'
- L2..... N19°35'20"E 9.13'
- L3..... N19°35'20"E 1.26'
- L4..... N04°33'39"W 3.22'
- L5..... N02°35'01"E 12.61'

CURVE TABLE

- C4..... R=17' Δ=44°25'40" N22°02'44"W 12.85'
- C5..... R=35' Δ=40°15'58" N24°07'36"W 24.09'
- C6..... R=315' Δ=0°34'02" N04°16'38"W 3.12'
- C7..... R=26' Δ=49°08'03" N29°07'40"W 21.62'
- C8..... R=26' Δ=15°35'08" N12°21'13"W 7.05'
- C9..... R=26' Δ=33°32'54" N36°55'14"W 15.01'
- C10..... R=966.43' Δ=2°36'32" N84°08'07"E 44.00'
- C11..... R=966.43' Δ=3°19'00" N87°05'53"E 55.94'
- C12..... R=20' Δ=51°09'31" N45°10'06"E 17.27'
- C13..... R=389' Δ=0°34'01" N04°16'38"W 3.85'
- C14..... R=39' Δ=30°33'31" N11°17'08"E 20.55'
- C15..... R=6' Δ=23°58'53" N14°34'27"E 2.49'
- C16..... R=8' Δ=52°16'25" N28°43'13"E 7.05'
- C17..... R=8' Δ=50°24'00" N29°39'06"E 6.82'

- C18... R=257' Δ=2°13'45" N04°19'13"E 10.00'
- C19... R=510' Δ=4°04'44" N88°45'14"W 36.30'
- C20... R=880.43' Δ=2°52'00" N89°21'36"W 44.05'
- C21... R=880.43' Δ=4°11'10" N85°50'01"W 64.31'
- C22... R=880.43' Δ=2°54'01" N82°17'25"W 44.56'
- C23... R=880.43' Δ=2°38'09" N82°28'09"W 40.50'
- C24... R=880.43' Δ=2°38'09" N85°06'18"W 40.50'
- C25... R=880.43' Δ=2°38'09" N87°44'27"W 40.50'
- C26... R=880.43' Δ=1°44'05" N89°55'33"W 26.65'
- C27... R=953.43' Δ=2°57'27" N89°27'23"E 49.21'
- C28... R=953.43' Δ=2°38'08" N87°44'49"W 43.86'
- C29... R=953.43' Δ=2°38'09" N85°06'40"W 43.86'
- C30... R=953.43' Δ=2°38'09" N82°28'31"W 43.86'
- C31... R=257' Δ=4°05'22" N07°28'46"E 18.34'

- C32... R=15' Δ=110°40'40" N34°55'24"E 24.68'
- C33... R=870.43' Δ=0°31'52" N89°28'20"E 8.07'
- C34... R=520' Δ=4°08'30" N88°43'21"E 37.58'
- C35... R=257' Δ=10°43'29" N14°53'18"E 48.05'
- C36... R=257' Δ=01°51'23" N08°35'46"E 8.33'

NOTE

1. SEE SHEET 2 FOR NOTES, LEGEND AND BASIS OF BEARINGS.

FINAL MAP OF VERANDA

SUBDIVISION NO. PL13-0314

BEING A SUBDIVISION OF LOT 43, STONERIDGE EAST PHASE 4A VILLAGE 11
CC MAPS 95, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTIONS 31 & 32, T.11N., R.7E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

APRIL, 2016

MORTON & PITALO, INC.

SHEET 4 OF 8 SHEETS JOB NO. 130044

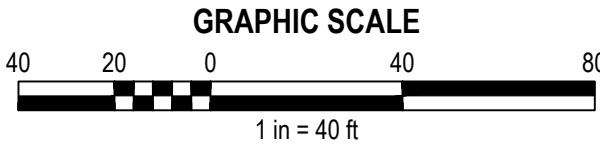
STONERIDGE EAST PHASE 4A VILLAGE 11
CC MAPS 95

FINAL MAP OF
VERANDA

SUBDIVISION NO. PL13-0314

BEING A SUBDIVISION OF LOT 43, STONERIDGE EAST PHASE 4A VILLAGE 11
CC MAPS 95, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTIONS 31 & 32, T.11N., R.7E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
APRIL, 2016
MORTON & PITALO, INC.



SEE SHEET 6

SEE SHEET 4

SEE SHEET 3

CURVE TABLE

C37.....	R=22' Δ=80°42'35" N73°29'59"E 28.49'
C38.....	R=775.43' Δ=3°01'07" N59°17'09"W 40.85'
C39.....	R=775.43' Δ=4°59'34" N63°17'29"W 67.55'
C40.....	R=775.43' Δ=3°16'19" N67°25'26"W 44.27'
C41.....	R=775.43' Δ=3°16'16" N70°41'43"W 44.26'
C42.....	R=775.43' Δ=3°16'12" N73°57'57"W 44.25'
C43.....	R=775.43' Δ=3°16'16" N77°14'11"W 44.26'
C44.....	R=775.43' Δ=1°57'05" N79°50'51"W 26.41'
C45.....	R=704.43' Δ=2°55'20" N80°19'59"W 35.93'
C46.....	R=704.43' Δ=3°16'16" N77°14'11"W 40.21'
C47.....	R=704.43' Δ=3°16'12" N73°57'57"W 40.20'
C48.....	R=704.43' Δ=3°16'16" N70°41'43"W 40.21'
C49.....	R=704.43' Δ=3°16'19" N67°25'26"W 40.22'
C50.....	R=704.43' Δ=4°08'14" N63°43'09"W 50.85'
C51.....	R=704.43' Δ=4°12'41" N63°45'23"W 51.77'
C52.....	R=704.43' Δ=3°34'53" N70°59'21"W 44.02'
C53.....	R=704.43' Δ=3°35'44" N74°34'40"W 44.20'
C54.....	R=704.43' Δ=3°22'34" N78°03'49"W 41.50'
C55.....	R=704.43' Δ=2°02'33" N80°46'23"W 25.11'
C56.....	R=22' Δ=90°41'31" N77°43'18"E 31.30'
C57.....	R=966.43' Δ=0°01'27" N57°38'11"W 0.41'
C58.....	R=22' Δ=78°12'14" N06°43'50"E 27.75'
C59.....	R=129' Δ=0°25'05" N32°35'04"E 0.94'
C60.....	R=8' Δ=52°18'44" N06°13'10"E 7.05'
C61.....	R=8' Δ=52°16'25" N06°12'00"E 7.05'
C62.....	R=6' Δ=36°21'02" N14°09'42"E 3.74'
C63.....	R=39' Δ=36°23'22" N14°10'51"E 24.36'
C64.....	R=22' Δ=55°22'31" N18°08'26"W 20.44'
C65.....	R=22' Δ=22°49'43" N20°57'41"E 8.71'
C66.....	R=953.43' Δ=1°45'03" N58°29'58"W 29.13'
C67.....	R=953.43' Δ=2°35'23" N60°40'11"W 43.09'
C68.....	R=953.43' Δ=2°36'11" N63°15'58"W 43.31'
C69.....	R=953.43' Δ=2°38'51" N65°53'29"W 44.05'
C70.....	R=953.43' Δ=2°38'06" N68°31'58"W 43.84'
C71.....	R=953.43' Δ=3°01'33" N71°21'47"W 50.34'
C72.....	R=953.43' Δ=3°00'40" N74°22'53"W 50.10'
C73.....	R=953.43' Δ=2°38'06" N77°12'17"W 43.84'
C74.....	R=953.43' Δ=2°38'07" N79°50'23"W 43.85'
C75.....	R=880.43' Δ=2°38'07" N79°50'01"W 40.49'
C76.....	R=880.43' Δ=2°52'53" N79°23'58"W 44.27'
C77.....	R=880.43' Δ=2°38'06" N77°11'54"W 40.49'
C78.....	R=880.43' Δ=2°52'53" N76°31'05"W 44.27'
C79.....	R=880.43' Δ=3°00'17" N74°22'43"W 46.16'
C80.....	R=880.43' Δ=3°18'38" N73°25'19"W 50.87'
C81.....	R=880.43' Δ=3°01'33" N71°21'48"W 46.49'
C82.....	R=880.43' Δ=3°18'54" N70°06'33"W 50.93'
C83.....	R=880.43' Δ=2°38'06" N68°31'59"W 40.49'
C84.....	R=880.43' Δ=3°27'56" N66°43'08"W 53.25'
C85.....	R=880.43' Δ=2°38'51" N65°53'30"W 40.68'
C86.....	R=880.43' Δ=3°08'50" N63°24'45"W 48.36'
C87.....	R=880.43' Δ=2°36'11" N63°15'59"W 40.00'
C88.....	R=880.43' Δ=2°35'23" N60°40'12"W 39.79'
C89.....	R=880.43' Δ=2°54'40" N60°23'00"W 44.73'
C90.....	R=880.43' Δ=1°45'03" N58°29'59"W 26.90'
C91.....	R=880.43' Δ=1°18'12" N58°16'34"W 20.03'
C92.....	R=813.43' Δ=1°55'26" N57°53'40"W 27.31'
C93.....	R=813.43' Δ=3°02'10" N60°22'28"W 43.10'
C94.....	R=813.43' Δ=3°05'37" N63°26'21"W 43.92'
C95.....	R=813.43' Δ=3°27'56" N66°43'08"W 49.19'
C96.....	R=813.43' Δ=3°18'54" N70°06'33"W 47.06'
C97.....	R=813.43' Δ=3°18'34" N73°25'17"W 46.98'
C98.....	R=813.43' Δ=2°52'53" N76°31'01"W 40.90'
C99.....	R=813.43' Δ=2°51'56" N79°23'25"W 40.68'
C100.....	R=64' Δ=78°45'40" N59°47'46"W 87.98'
C101.....	R=300' Δ=4°28'40" N35°23'01"E 23.44'
C102.....	R=150' Δ=10°43'20" N42°59'01"E 28.03'
C103.....	R=321' Δ=4°28'40" N35°23'01"E 25.08'
C104.....	R=22' Δ=95°23'55" N10°04'37"W 32.54'
C105.....	R=26' Δ=78°45'40" N59°47'46"W 32.99'
C106.....	R=22' Δ=86°33'40" N22°51'54"W 30.17'
C107.....	R=704.43' Δ=3°20'12" N67°31'49"W 41.02'

LINE TABLE

L6.....	N32°22'32"E 7.62'
L7.....	N32°20'13"E 10.27'
L8.....	N32°22'32"E 6.85'
L9.....	N60°57'07"W 6.36'
L10.....	N57°37'28"W 15.37'

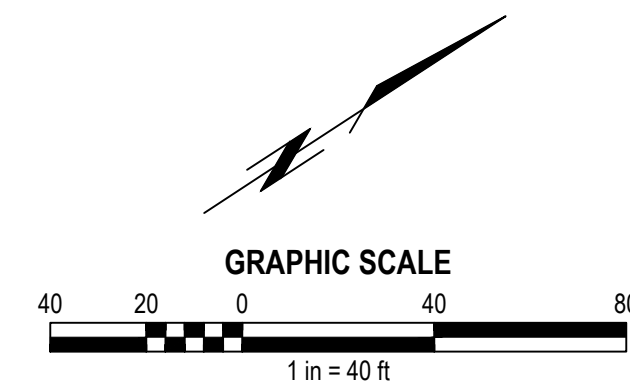
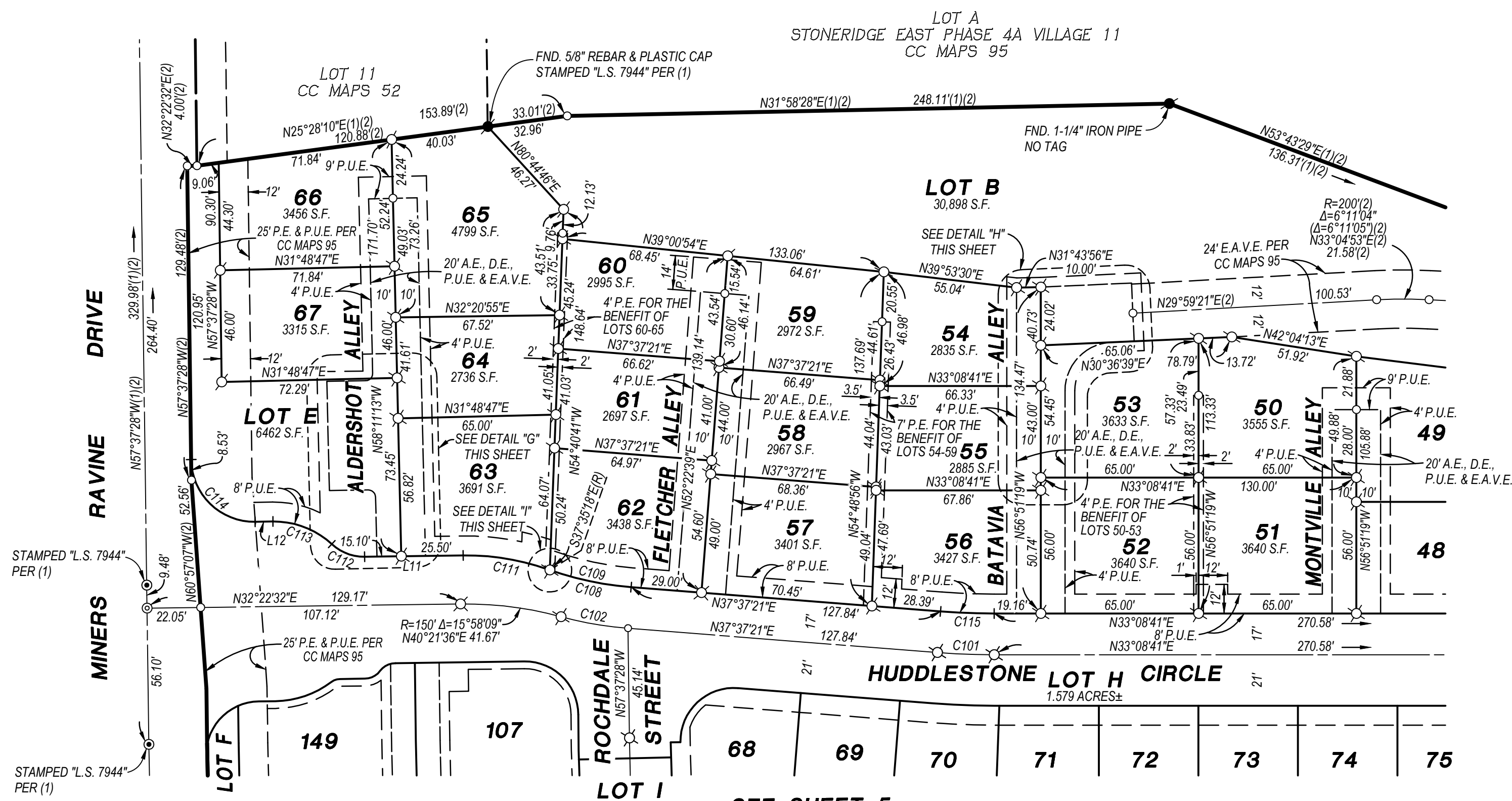
NOTE

1. SEE SHEET 2 FOR NOTES, LEGEND AND BASIS OF BEARINGS.

DETAIL "D"
N.T.S.

DETAIL "C"
N.T.S.

Dwg. X:\2013\130044\00\GSR\W\CHRONFINAL\MAP130044-5-FINALS.DWG | Saved: 01-27-16 05:38am MCHARRA | Plotted: 02-29-16 08:43am MCHARRA



LINE TABLE

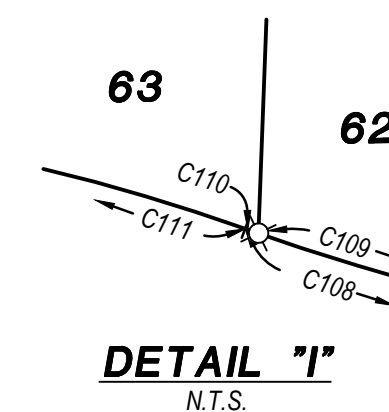
L11... N32°22'32"E 40.60'
L12... N32°22'32"E 7.35'

CURVE TABLE

C101... R=300' Δ=4°28'40" N35°23'01"E 23.44'
C102... R=150' Δ=10°43'20" N42°59'01"E 28.03'
C108... R=133' Δ=15°06'19" N45°10'31"E 34.96'
C109... R=133' Δ=14°47'21" N45°01'01"E 34.26'
C110... R=133' Δ=0°18'59" N52°34'11"E 0.73'
C111... R=150.50' Δ=20°21'08" N42°33'06"E 35.51'
C112... R=190.50' Δ=43°33'01" N45°33'02"E 14.47'
C113... R=35' Δ=43°33'01" N54°09'02"E 25.97'
C114... R=26' Δ=90°00'00" N77°22'31"E 36.77'
C115... R=283' Δ=4°28'40" N35°23'01"E 22.11'

NOTE

1. SEE SHEET 2 FOR NOTES, LEGEND AND BASIS OF BEARINGS.



FINAL MAP OF VERANDA

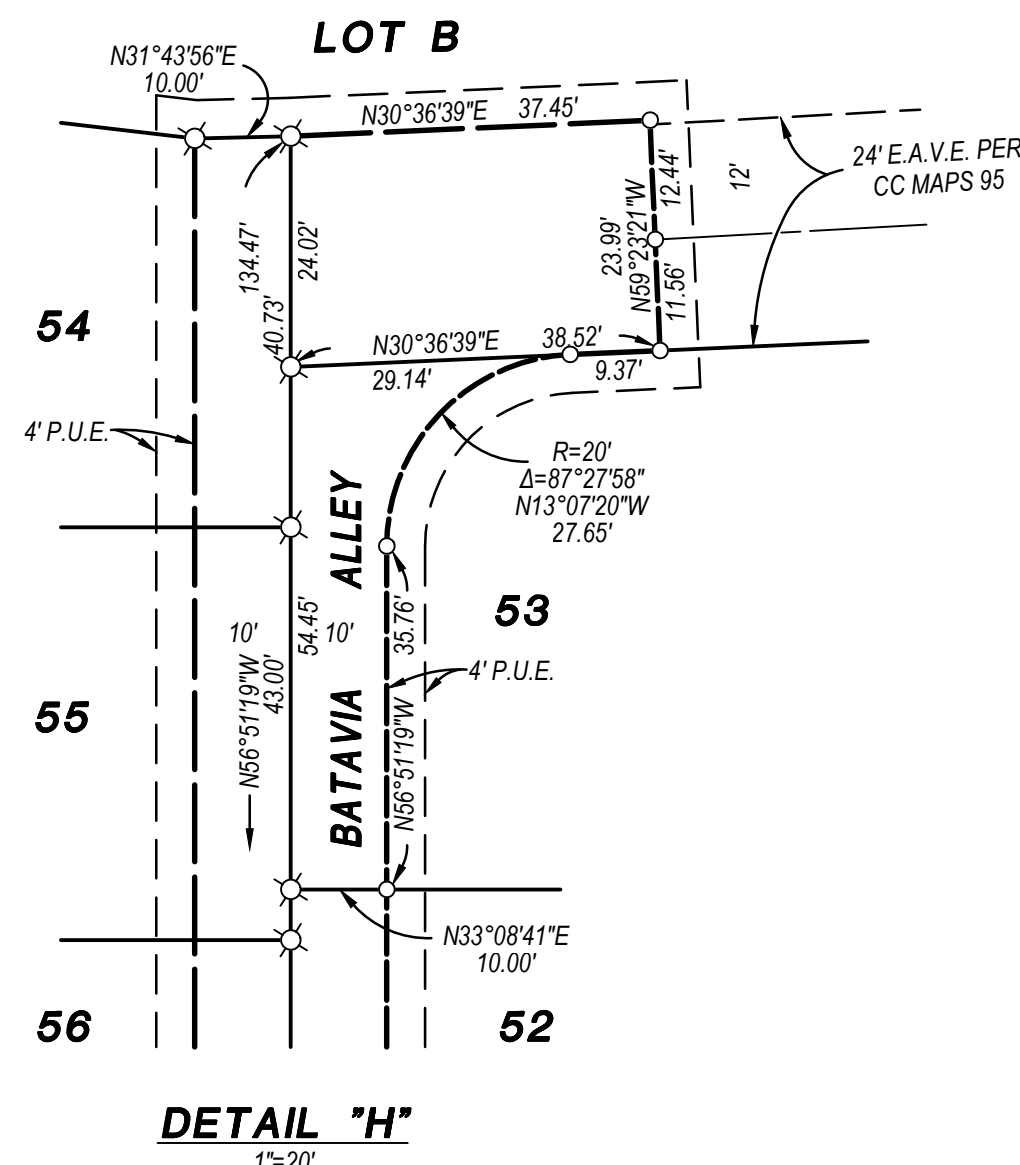
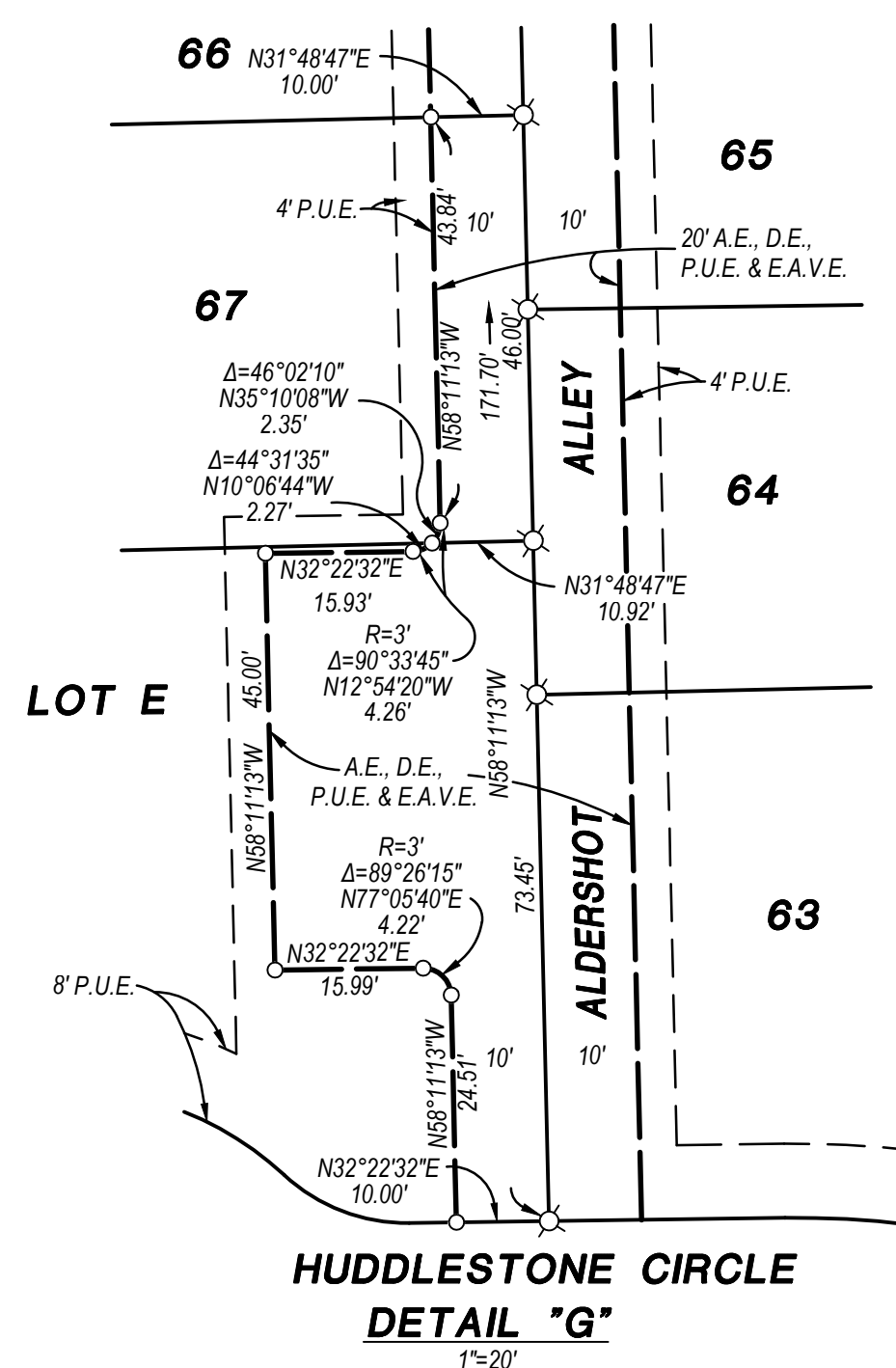
SUBDIVISION NO. PL13-0314

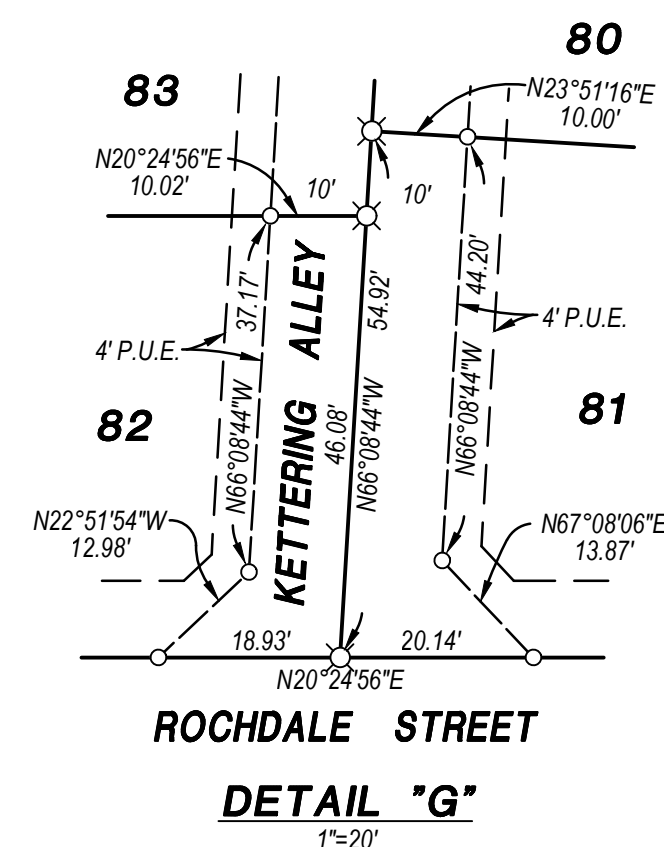
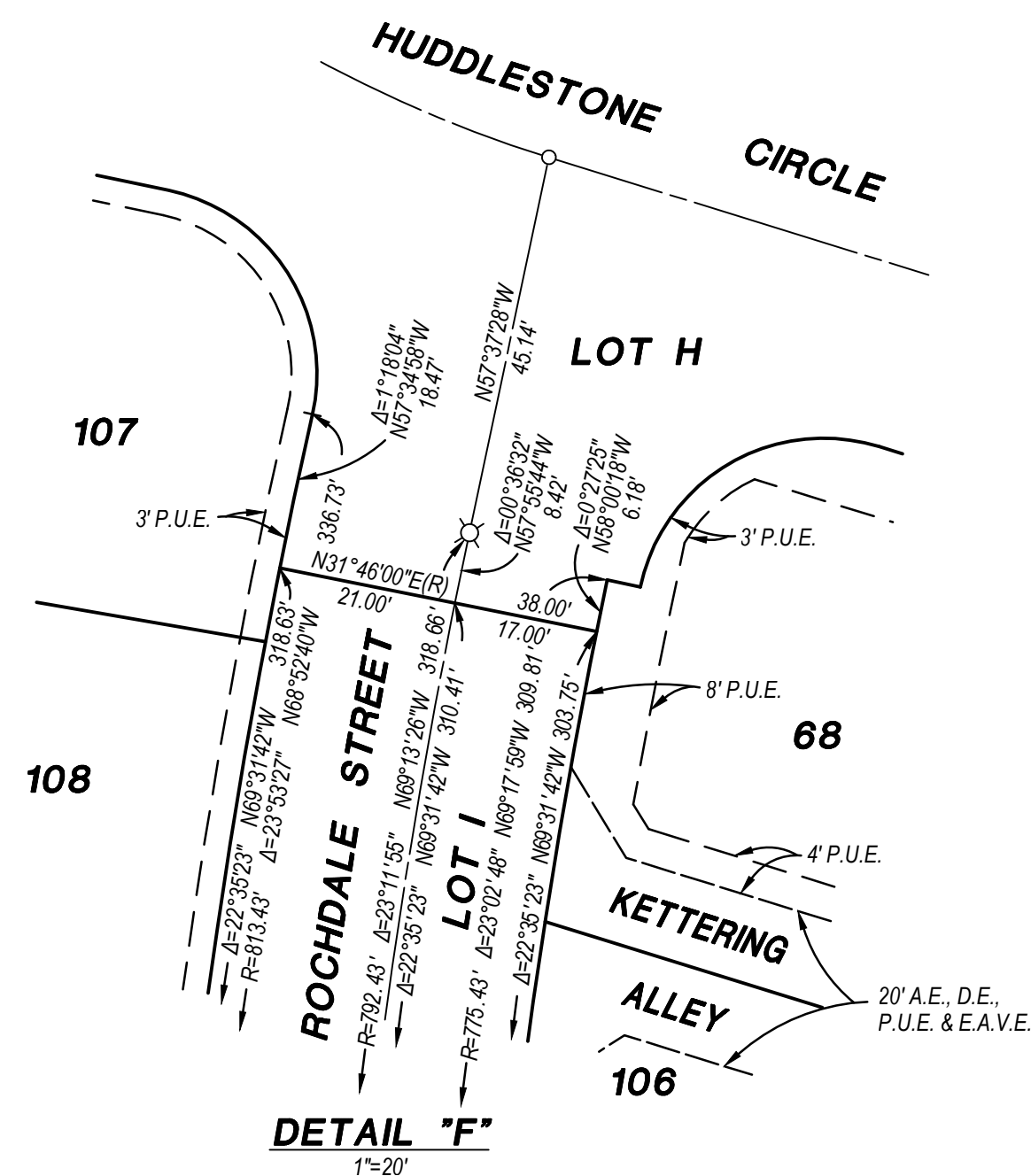
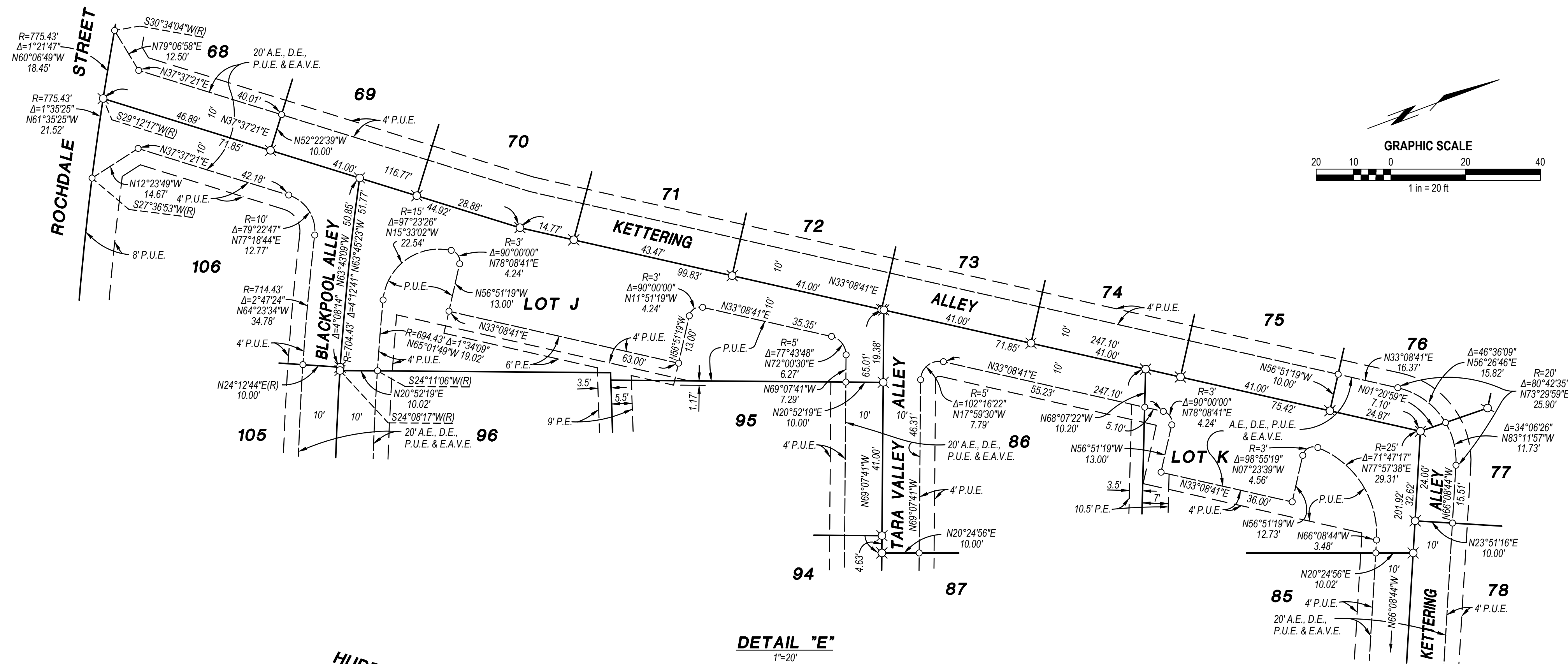
BEING A SUBDIVISION OF LOT 43, STONERIDGE EAST PHASE 4A VILLAGE 11
CC MAPS 95, PLACER COUNTY RECORDS, BEING A
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CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
APRIL 2016

MORTON & PITALO, INC.

SHEET 6 OF 8 SHEETS JOB NO. 130044





FINAL MAP OF VERANDA

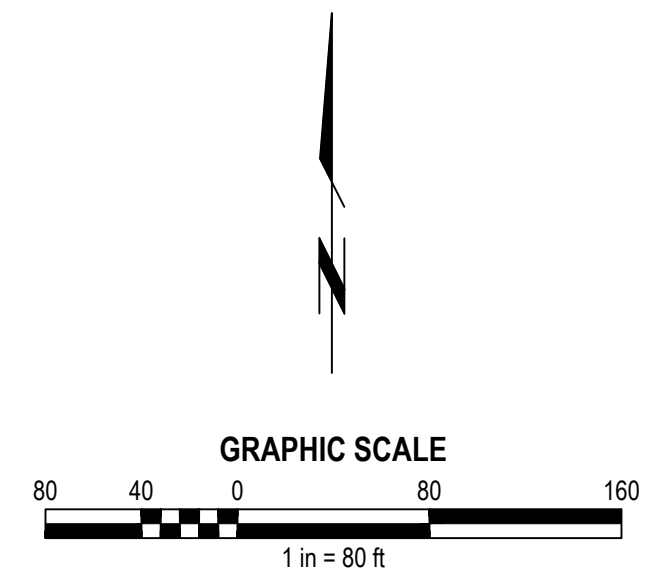
SUBDIVISION NO. PL13-0314

BEING A SUBDIVISION OF LOT 43, STONERIDGE EAST PHASE 4A VILLAGE 11
CC MAPS 95, PLACER COUNTY RECORDS, BEING A
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CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

APRIL, 2016

MORTON & PITALO, INC. SHEET 7 OF 8 SHEETS JOB NO. 130044

**LOCAL AGENCY ADDITIONAL INFORMATION SHEET**

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES
AS REQUIRED BY SECTION 66434.2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND LOCAL

THE INFORMATION SHOWN HEREON DESCRIBES CONDITIONS AS OF THE DATE OF FILING. IT IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THE INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS ADDITIONAL INFORMATION

(A) EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW VALVE AS APPROVED BY THE CITY OF ROSEVILLE. 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.

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.

NOTES

1. SEE SHEET 2 FOR LEGEND, NOTES, BASIS OF BEARINGS AND ADDITIONAL BOUNDARY ANNOTATION.

FINAL MAP OF VERANDA

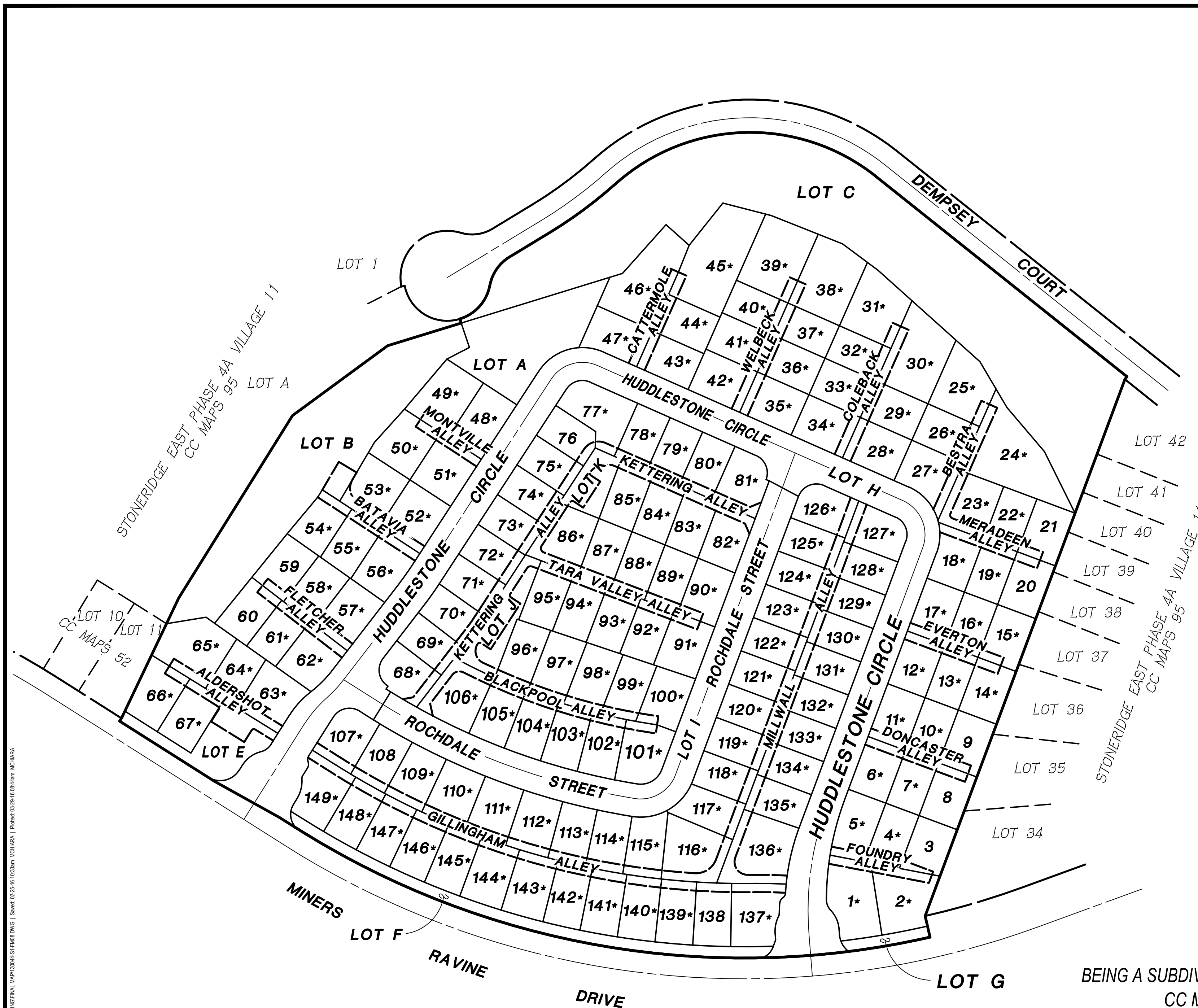
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CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
APRIL, 2016

MORTON & PITALO, INC.

SHEET 8 OF 8 SHEETS JOB NO. 130044



RESOLUTION NO. 16-371

APPROVING A SUBDIVISION AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND ELLIOTT HOMES INC., AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and Elliott Homes Inc., for the Veranda Subdivision (Subdivision no. 13-0314), has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

VERANDA SUBDIVISION

THIS AGREEMENT, made and entered into this 18th day of July,
2016, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
ELLIOTT HOMES INC.,
a ARIZONA CORPORATION, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of
Roseville, County of Placer, known as "VERANDA Subdivision"
(Subdivision no. 13-0314; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 25 day of SEPTEMBER, 2014, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the
subdivision of land in the City, requires that SUBDIVIDER shall execute and file an
agreement between itself and CITY relating to the improvements to be made in a subdivision,
prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MORTON & PITALO, dated SEPT. 2015 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before January 31, 2017, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be

reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 4,080,982.02. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty

security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by

the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Workers' Compensation

Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY,

its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of

the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all

amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

PRICE WALKER
ELLIOTT HOMES, INC.
340 PALLADIO PARKWAY, STE. 521
FOLSOM, CA 95630

Either party may amend its address by giving written notice to the other.

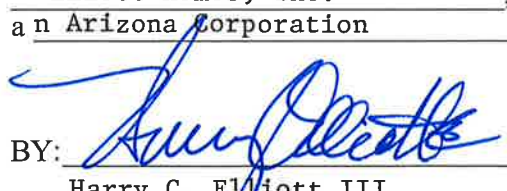
22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
City Manager

Elliott Homes, Inc.,
an Arizona Corporation

BY: 
Harry C. Elliott III
its: President _____

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

and

BY:  _____
Stephen Hemington
its: Executive Vice President

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____
MARC STOUT
City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)On July 20, 2016 before me, Susan R Stephens, Notary Public

Date

*Here Insert Name and Title of the Officer*personally appeared Harry C Elliott III and Stephen Hemington*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature Susan R Stephens
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Subdivision Agreement - Veranda Document Date: July 18, 2016

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



COUNCIL COMMUNICATION

CC #: 7931

File #: 0400-04-9-1 & 0400-07

Title: Westpark Phase 3 Village 13C - Final Map and Subdivision Agreement

Contact: Kerry Andrews (916) 774-5346 kandrews@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.17.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way, easements and Lot D, but reject at this time the irrevocable offer of Lot E as offered thereon, and approve the abandonment of the easement listed thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and has found that it is in conformance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This final map will be creating 94 residential lots, 1 park parcel, 1 large lot for future development and 4 letter lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is consistent with the West Roseville Specific Plan EIR (SCH#2002082057) certified by the City of Roseville on February 4, 2004, and the EIR Addendum approved November 18, 2010.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Map

Resolution No. 16-372

Subdivision Agreement

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 "WESTPARK PHASE 3 VILLAGE 13C" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PARTICULAR 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 LOTS A, B & C AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY 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 SYMPHONY AVENUE, CHORUS AVENUE, DUET WAY, CONCERTO WAY, ENCORE WAY, QUARTET AVENUE AND CADENCE COURT AND LOTS A, B AND C.
- (B) LOT D SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) LOT E SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK.

KB HOME SACRAMENTO, INC., A CALIFORNIA CORPORATION

NAME: Joe Killinger
TITLE: Division President
NAME: Leo Pantoja
TITLE: Director of Forward Planning

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 } SS

ON THE 26 DAY OF July, 2016, BEFORE ME, Ruthe Stickley, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, Joe Killinger and Leo Pantoja 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: Ruthe Stickley
PRINTED NAME: Ruthe Stickley

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF Riverside

MY COMMISSION EXPIRES: 7/31/2019

MY COMMISSION NO.: 2121711



SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13C" 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 KB HOME SACRAMENTO, INC., ON JUNE 1, 2013. 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 THEY WILL BE SET BY DECEMBER 31, 2018, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Craig E. Spiess
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2017

DATE: 7/26/16



CITY ENGINEER'S STATEMENT

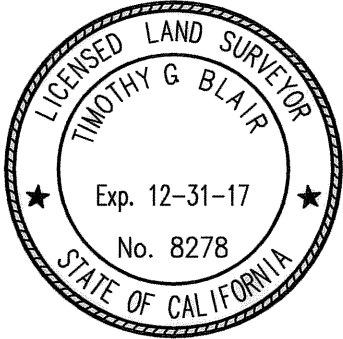
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13C" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2016

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13C" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2017



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13C", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY, EASEMENTS AND LOT D HEREON OFFERED FOR DEDICATION, AND HAS APPROVED THE EASEMENT ABANDONMENT LISTED HEREON. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, THE IRREVOCABLE OFFER OF LOT E, IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

CITY CLERK, CITY OF ROSEVILLE
DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2016, AT _____M.
IN BOOK _____ OF MAPS, AT PAGE _____ IN THE OFFICE OF THE PLACER COUNTY RECORDER AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
DOCUMENT NO.: _____
FEE: \$ _____
BY: _____ DEPUTY

FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13C
SUBDIVISION NO. 000147

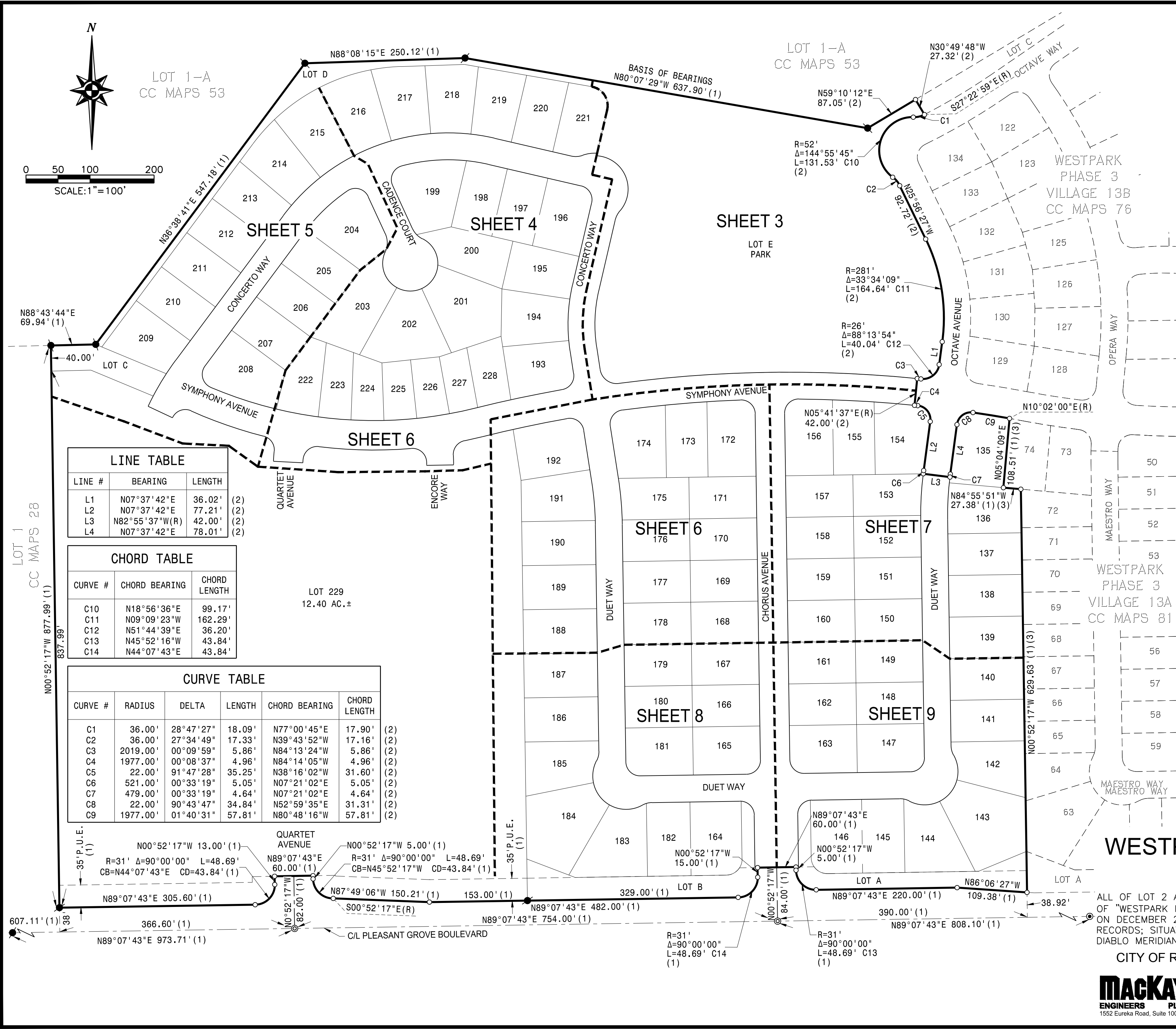
ALL OF LOT 2 AND PORTIONS OF LOTS 3, 4 AND 5, AS SHOWN ON THE FINAL MAP OF "WESTPARK PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. 000147, FILED ON DECEMBER 28, 2011 IN BOOK CC OF MAPS, AT PAGE 28, PLACER COUNTY RECORDS; SITUATED IN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEPTEMBER 2016

SHEET 1 OF 9 18463-13C



LEGEND:

- DIMENSION POINT
- ⊙ FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (2)(3)
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533" PER (1)
- FOUND 3/4" GALVANIZED PIPE WITH PLASTIC CAP STAMPED "LS 7944" PER (2)
- ⊙ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- AC. ACRES
- (OA) OVERALL
- (R) RADIAL BEARING
- P.U.E. PUBLIC UTILITY EASEMENT
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- R.O.W. RIGHT OF WAY
- SF SQUARE FEET
- CB CHORD BEARING
- CD CHORD DISTANCE

- NOTES:**
1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE OR CURVE MAY NOT EQUAL THE OVERALL WHOLE DUE TO ROUNDING.
 2. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHL & ASSOCIATES, DATED JULY 19, 2013; PROJECT NUMBER WKA NO. 9805.01 AND ON FILE WITH THE CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS.
 3. THE TOTAL AREA FOR THIS SUBDIVISION IS 39.85± ACRES CONSISTING OF 94 RESIDENTIAL BUILDING LOTS, 1 LARGE LOT AND 5 MISCELLANEOUS LOTS.
 4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE.
 5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944"
 6. THE 40' I.O.D./R.O.W. SHOWN ON CC MAPS 28 IS ENTIRELY WITHIN THE PROPOSED RIGHT OF WAY.
 7. PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC EASEMENTS ARE HEREBY ABANDONED:
(A) THE PUBLIC UTILITY EASEMENT OVER LOT 3, LOCATED ADJACENT TO PLEASANT GROVE BOULEVARD, DEDICATED WITH THAT CERTAIN FINAL MAP ENTITLED "WESTPARK - PHASE 3 LARGE LOT SUBDIVISION", FILED FOR RECORD ON DECEMBER 28, 2011 IN BOOK CC MAPS, AT PAGE 28, PLACER COUNTY RECORDS.

BASIS OF BEARINGS

THE BEARING OF NORTH 80°07'29" WEST AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE NORTHERLY LINE OF LOT 4 AS SHOWN ON THE "FINAL MAP OF WESTPARK - PHASE 3" AS FILED IN BOOK CC OF MAPS AT PAGE 28, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- (1) CC MAPS 28
- (2) CC MAPS 76
- (3) CC MAPS 81

**FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13C
SUBDIVISION NO. 000147**

ALL OF LOT 2 AND PORTIONS OF LOTS 3, 4 AND 5, AS SHOWN ON THE FINAL MAP OF "WESTPARK PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. 000147, FILED ON DECEMBER 28, 2011 IN BOOK CC OF MAPS, AT PAGE 28, PLACER COUNTY RECORDS; SITUATED IN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SEPTEMBER 2016

CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C1	N59°48'02"E	148.51'
C2	N77°00'45"E	17.90'
C3	N18°56'36"E	99.17'
C4	N39°43'52"W	17.16'
C5	N09°09'23"W	173.26'
C6	N09°09'23"W	162.29'
C7	N51°44'39"E	36.20'
C8	N78°35'06"E	181.28'
C9	N85°09'20"E	277.15'
C10	N87°35'20"W	229.03'
C11	N83°35'54"W	49.43'
C12	N89°04'07"E	465.87'
C13	N53°11'13"W	36.36'
C14	N02°06'56"E	94.83'
C15	N02°06'56"E	87.62'
C16	N26°50'18"E	17.16'
C17	N22°48'22"W	93.02'
C18	N33°32'18"W	43.58'
C19	N84°13'24"W	5.86'
C20	N89°09'06"E	471.69'



0 20 40 80
SCALE: 1"=40'

SEE SHEET 2 FOR BASIS OF
BEARINGS, REFERENCES,
LEGEND AND NOTES.

FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13C
SUBDIVISION NO. 000147

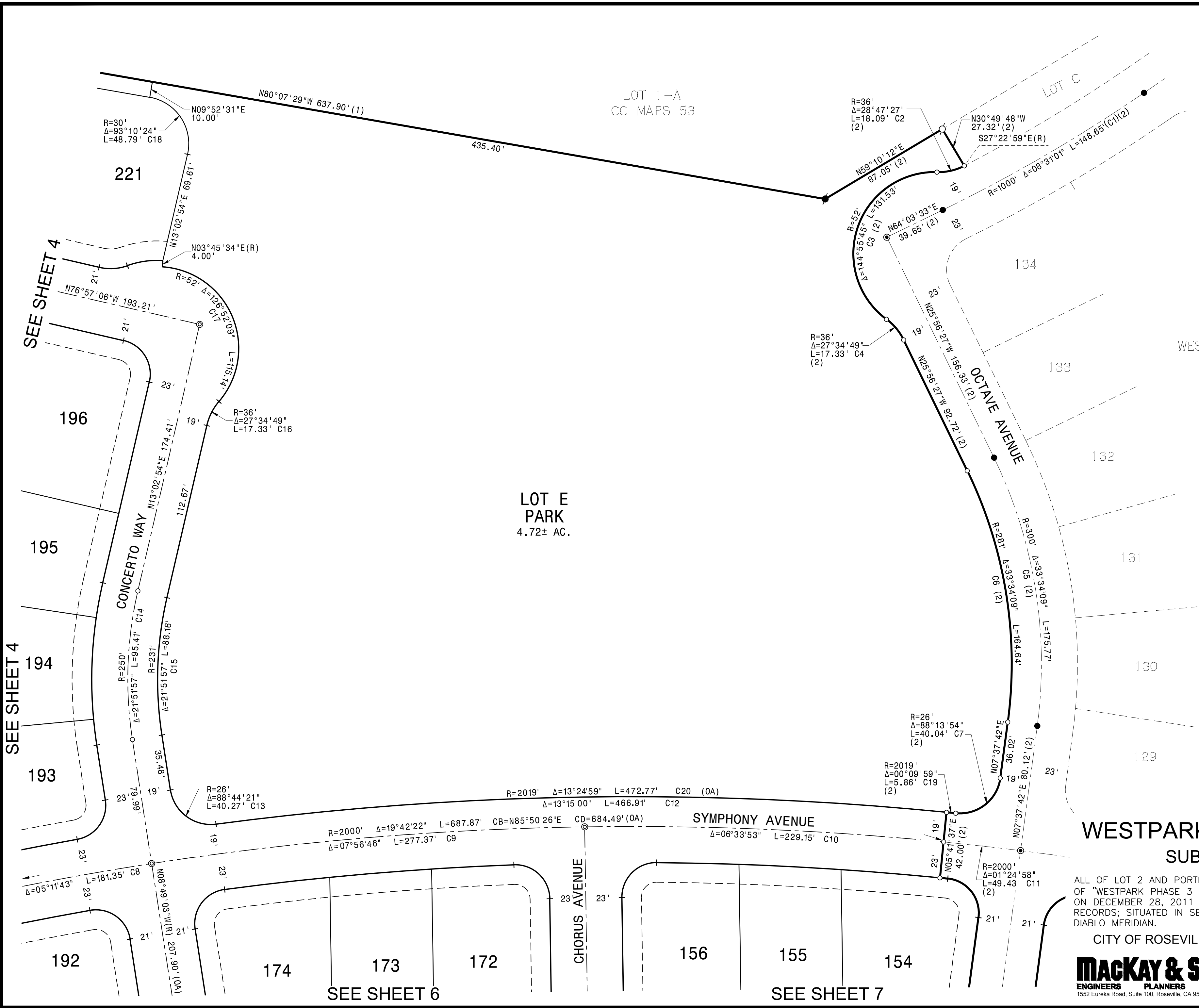
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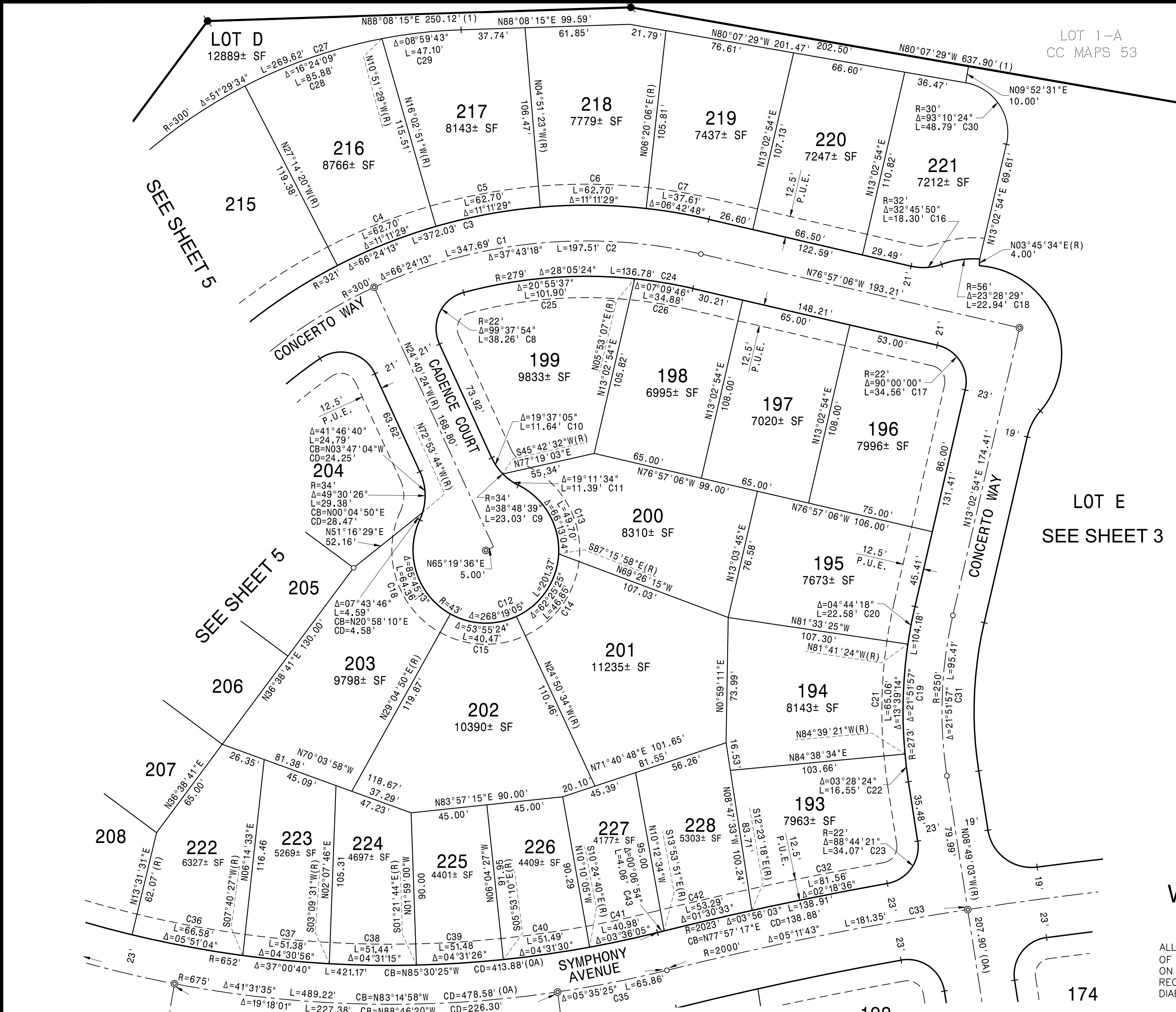
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

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1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

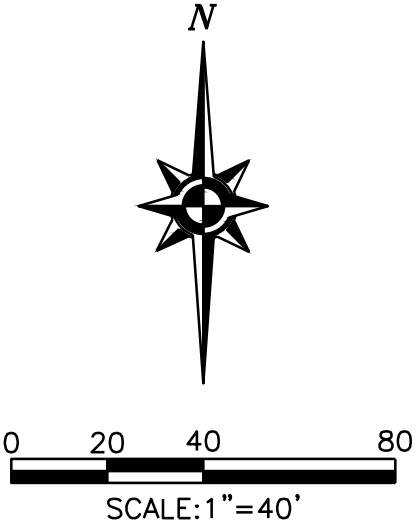
SEPTEMBER 2016

SHEET 3 OF 9 18463-13C





CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C1	N69°50'47"E	328.55'
C2	N84°11'15"E	193.96'
C3	N69°50'47"E	351.55'
C4	N68°21'24"E	62.60'
C5	N79°32'53"E	62.60'
C6	N89°15'38"W	62.60'
C7	N80°18'30"W	37.59'
C8	N25°08'33"E	33.61'
C9	N44°04'43"W	22.59'
C10	N34°28'56"W	11.58'
C11	N53°53'15"W	11.34'
C12	N70°40'30"E	61.70'
C13	N30°22'30"W	46.98'
C14	N33°56'44"E	44.57'
C15	N87°52'52"W	38.99'
C16	N86°39'59"E	18.05'
C17	N31°57'06"W	31.11'
C18	N82°01'19"E	22.78'
C19	N02°06'56"E	103.55'
C20	N10°40'45"E	22.57'
C21	N01°28'58"E	64.90'
C22	N07°04'51"W	16.55'
C23	N35°33'08"E	30.77'
C24	N89°00'12"E	135.42'
C25	N85°25'19"E	101.34'
C26	N80°31'59"W	34.86'
C27	N62°23'28"E	260.63'
C28	N70°56'27"E	85.59'
C29	N83°38'23"E	47.05'
C30	N33°32'18"W	43.58'
C31	N02°06'56"E	94.83'
C32	N78°46'00"E	81.56'
C33	N78°35'06"E	181.28'
C34	N70°48'15"W	195.30'
C35	N78°46'57"E	65.83'
C36	N79°24'01"W	66.55'
C37	N84°35'01"W	51.37'
C38	N89°06'06"W	51.43'
C39	N86°22'33"E	51.47'
C40	N81°51'05"E	51.48'
C41	N77°47'17"E	40.98'
C42	N76°51'25"E	53.29'
C43	N76°02'42"E	4.06'



FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13C
SUBDIVISION NO. 000147

ALL OF LOT 2 AND PORTIONS OF LOTS 3, 4 AND 5, AS SHOWN ON THE FINAL MAP OF "WESTPARK PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. 000147, FILED ON DECEMBER 28, 2011 IN BOOK CC OF MAPS, AT PAGE 28, PLACER COUNTY RECORDS; SITUATED IN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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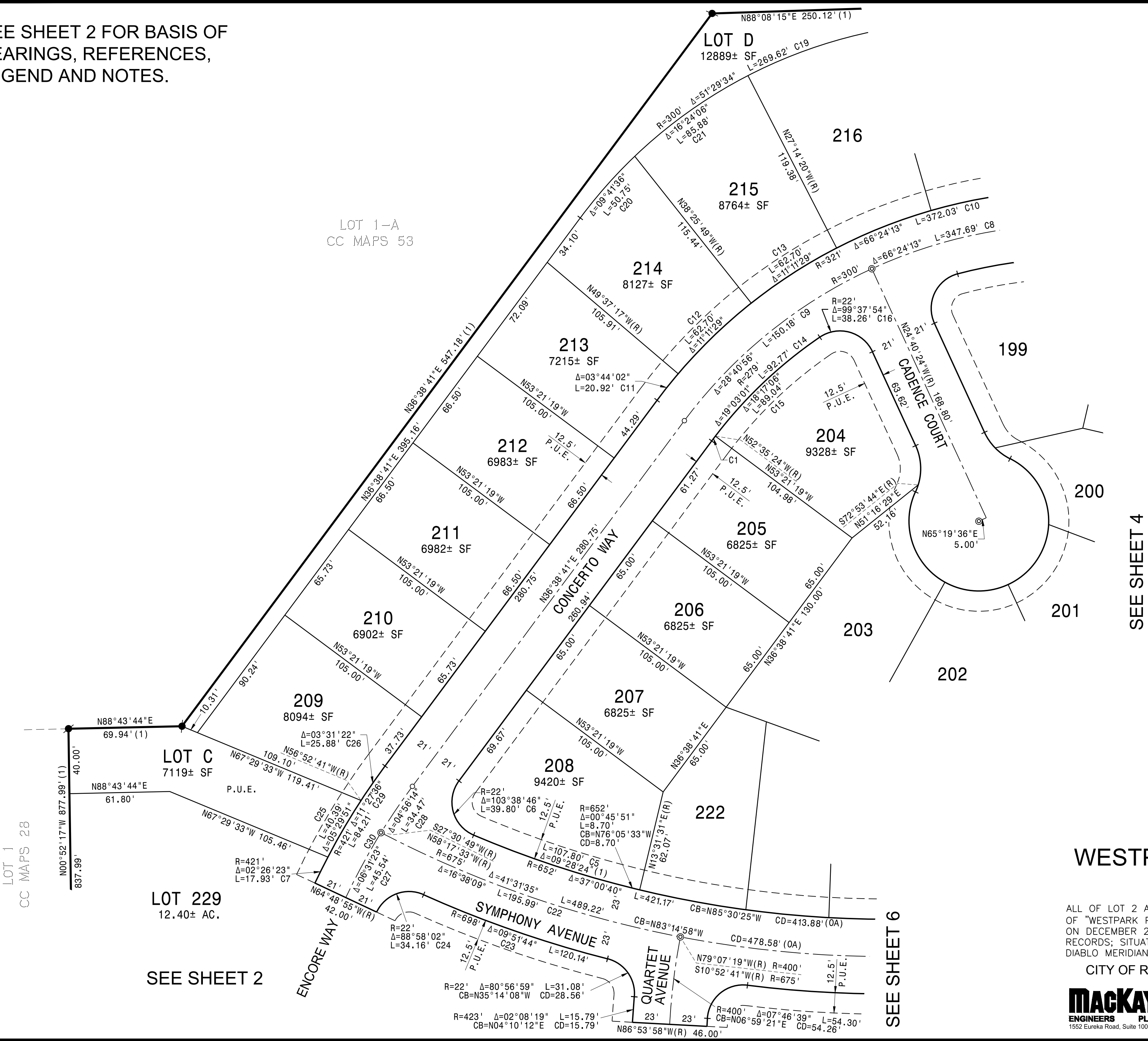
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SEE SHEET 2 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.

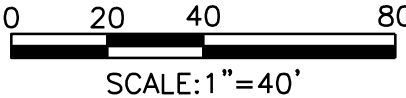
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	279.00'	00°45'55"	3.73'	N37°01'38"E	3.73'
C30	400.00'	11°27'36"	80.01'	N30°54'53"E	79.87'

CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C5	N71°44'17"W	107.68'
C6	N15°10'42"W	34.59'
C7	N26°24'16"E	17.93'
C8	N69°50'47"E	328.55'
C9	N50°59'08"E	148.62'
C10	N69°50'47"E	351.55'
C11	N38°30'42"E	20.92'
C12	N45°58'27"E	62.60'
C13	N57°09'56"E	62.60'
C14	N46°10'11"E	92.34'
C15	N46°33'09"E	88.66'
C16	N74°29'21"W	33.61'
C18	N18°02'34"W	58.52'
C19	N62°23'28"E	260.63'
C20	N41°29'28"E	50.69'
C21	N54°32'19"E	85.59'
C22	N70°48'15"W	195.30'
C23	N70°46'46"W	120.00'
C24	N69°40'05"E	30.83'
C25	N30°22'23"E	40.38'
C26	N34°53'00"E	25.88'
C27	N28°26'46"E	45.51'
C28	N34°10'34"E	34.46'
C29	N30°54'53"E	84.07'



SEE SHEET 4

SEE SHEET 6



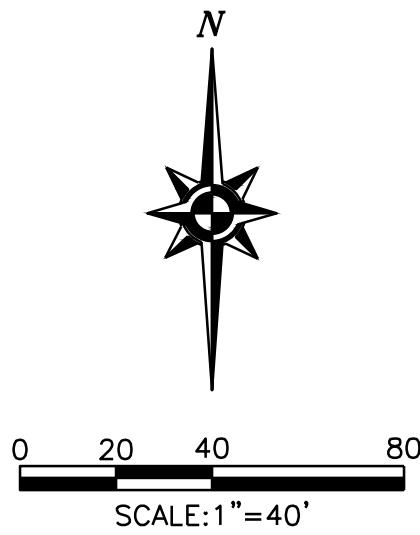
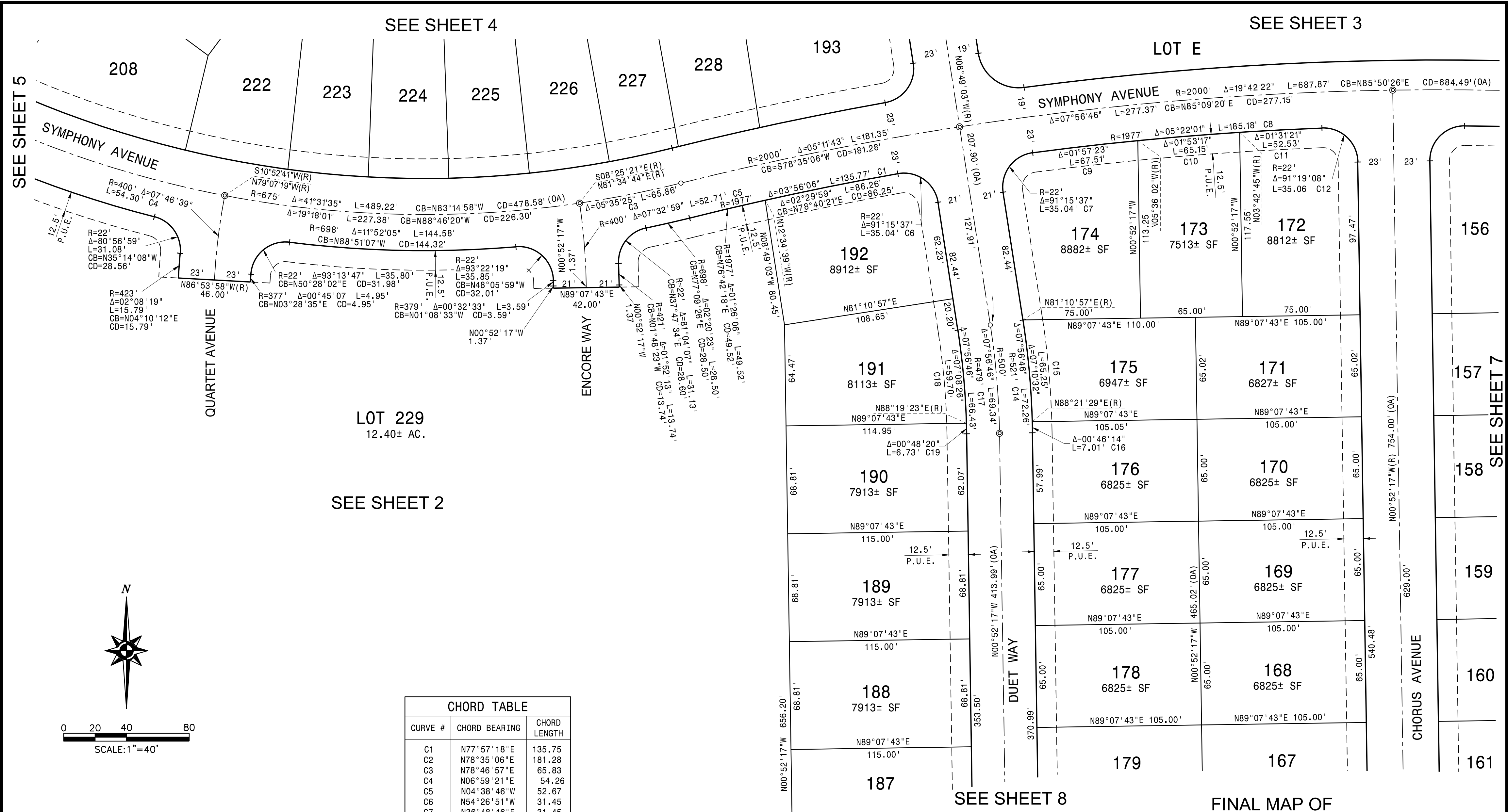
FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13C
SUBDIVISION NO. 000147

ALL OF LOT 2 AND PORTIONS OF LOTS 3, 4 AND 5, AS SHOWN ON THE FINAL MAP OF "WESTPARK PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. 000147, FILED ON DECEMBER 28, 2011 IN BOOK CC OF MAPS, AT PAGE 28, PLACER COUNTY RECORDS; SITUATED IN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C1	N77°57'18"E	135.75'
C2	N78°35'06"E	181.28'
C3	N78°46'57"E	65.83'
C4	N06°59'21"E	54.26'
C5	N04°38'46"W	52.67'
C6	N54°26'51"W	31.45'
C7	N36°48'46"E	31.45'
C8	N85°07'35"E	185.12'
C9	N83°25'16"E	67.51'
C10	N85°20'36"E	65.14'
C11	N87°02'55"E	52.53'
C12	N46°31'51"W	31.47'
C13	N04°50'40"W	69.29'
C14	N04°50'40"W	72.20'
C15	N05°13'47"W	65.21'
C16	N01°15'24"W	7.01'
C17	N04°50'40"W	66.38'
C18	N05°14'50"W	59.66'
C19	N01°16'27"W	6.73'
C20	N78°40'21"E	86.25'
C21	N70°48'15"E	195.30'

SEE SHEET 2 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.

SEE SHEET 8

FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13C
SUBDIVISION NO. 000147

ALL OF LOT 2 AND PORTIONS OF LOTS 3, 4 AND 5, AS SHOWN ON THE FINAL MAP OF "WESTPARK PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. 000147, FILED ON DECEMBER 28, 2011 IN BOOK CC OF MAPS, AT PAGE 28, PLACER COUNTY RECORDS; SITUATED IN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SEE SHEET 3

WESTPARK
PHASE 3
VILLAGE 13B
CC MAPS 76

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1977.00'	00°08'37"	4.96'	N84°14'05"W	4.96' (2)
C2	500.00'	00°33'19"	4.85'	N07°21'02"E	4.85' (2)
C3	521.00'	00°33'19"	5.05'	N07°21'02"E	5.05' (2)
C4	479.00'	00°33'19"	4.64'	N07°21'02"E	4.64' (2)
C5	500.00'	07°56'39"	69.33'	N03°06'03"E	69.27'
C21	479.00'	01°05'26"	9.12'	N06°31'39"E	9.12'
C22	479.00'	01°38'46"	13.76'	N06°48'19"E	13.76'

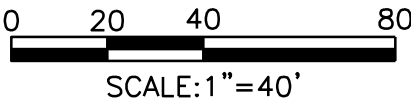
CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C6	N86°39'09"E	628.56'
C7	N87°35'20"W	229.03'
C8	N86°55'46"W	180.95'
C9	N44°47'18"E	31.47'
C10	N88°47'28"W	52.53'
C11	N87°05'09"W	65.14'
C12	N85°09'09"W	68.29'
C13	N38°16'02"W	31.60'
C14	N52°59'35"E	31.31'
C15	N80°48'16"W	57.81'
C16	N03°06'03"E	72.18'
C17	N03°29'10"E	65.19'
C18	N00°29'09"W	7.01'
C19	N03°06'03"E	66.36'
C20	N02°33'20"E	57.26'

SEE SHEET 6

CHORUS AVENUE

DUET WAY

WESTPARK
PHASE 3
VILLAGE 13A
CC MAPS 81



FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13C
SUBDIVISION NO. 000147

ALL OF LOT 2 AND PORTIONS OF LOTS 3, 4 AND 5, AS SHOWN ON THE FINAL MAP OF "WESTPARK PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. 000147, FILED ON DECEMBER 28, 2011 IN BOOK CC OF MAPS, AT PAGE 28, PLACER COUNTY RECORDS; SITUATED IN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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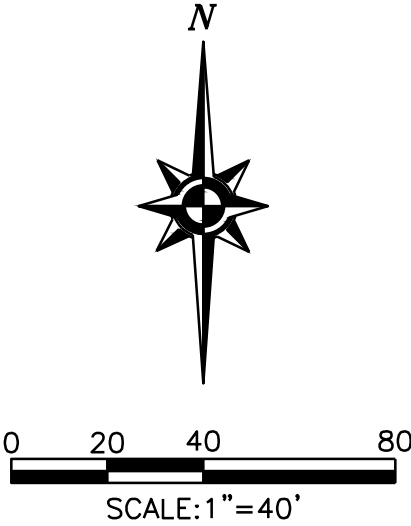
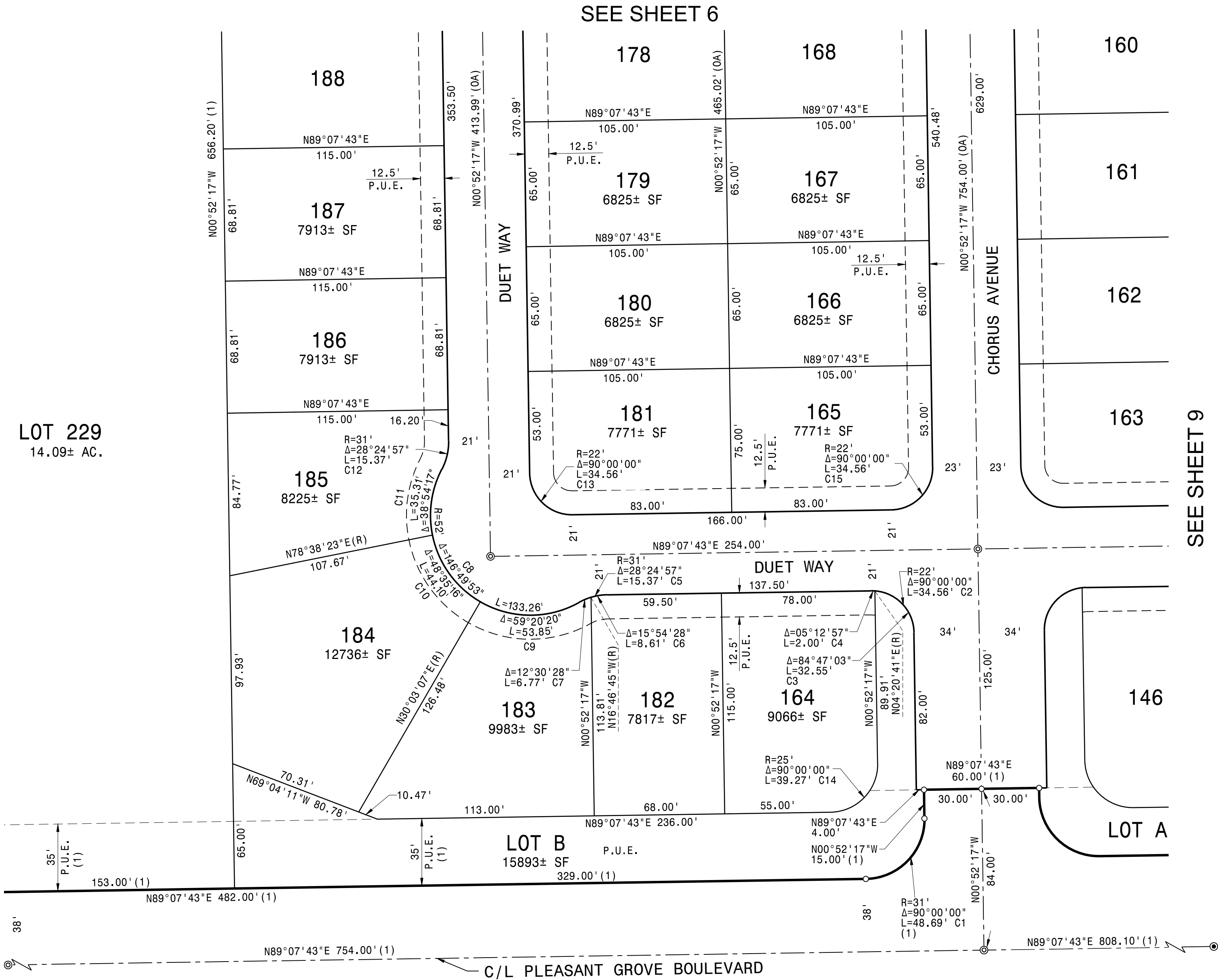
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SHEET 7 OF 9 18463-13C

SEE SHEET 2 FOR BASIS OF
BEARINGS, REFERENCES,
LEGEND AND NOTES.

SEE SHEET 9

CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C1	N44°07'43"E	43.84'
C2	N45°52'17"W	31.11'
C3	N43°15'48"W	29.66'
C4	N88°15'48"W	2.00'
C5	N74°55'15"E	15.22'
C6	N81°10'29"E	8.58'
C7	N66°58'01"E	6.75'
C8	N45°52'17"W	99.67'
C9	N89°37'03"W	51.48'
C10	N35°39'15"W	42.79'
C11	N08°05'32"E	34.63'
C12	N13°20'12"E	15.22'
C13	N45°52'17"W	31.11'
C14	N44°07'43"E	35.36'
C15	N44°07'43"E	31.11'



FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13C
SUBDIVISION NO. 000147

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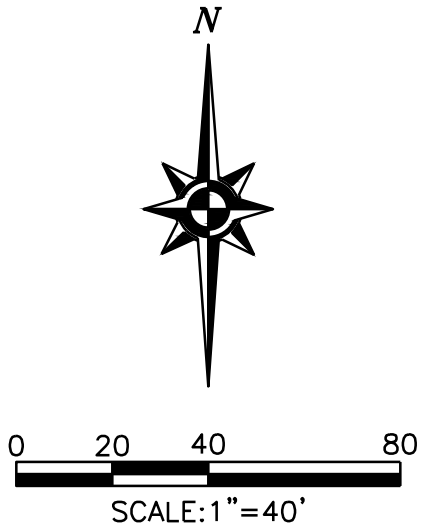
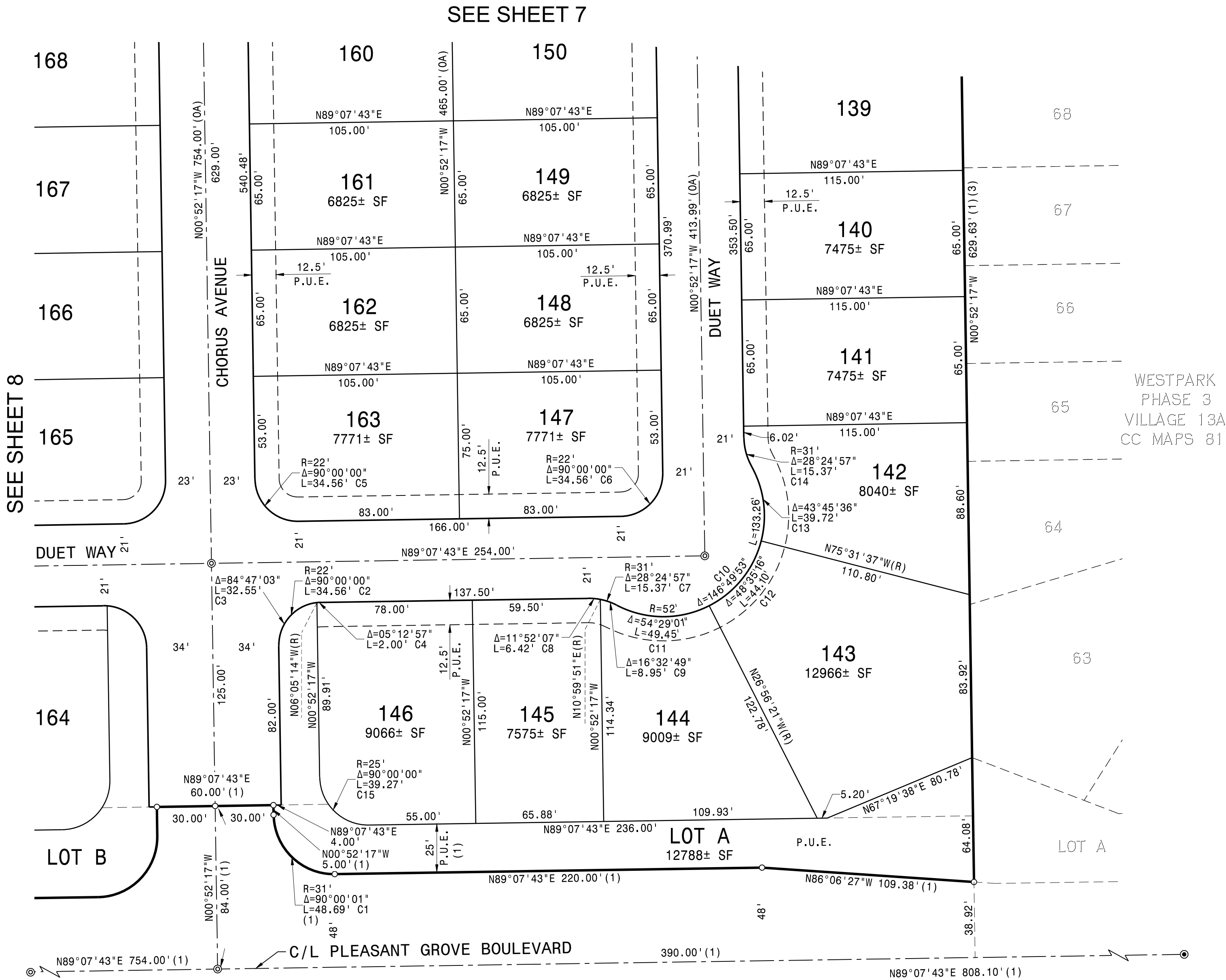
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SEPTEMBER 2016

SHEET 8 OF 9 18463-13C

SEE SHEET 2 FOR BASIS OF
BEARINGS, REFERENCES,
LEGEND AND NOTES.

CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C1	N45°52'16"W	43.84'
C2	N44°07'43"E	31.11'
C3	N41°31'15"E	29.66'
C4	N86°31'15"E	2.00'
C5	N45°52'17"W	31.11'
C6	N44°07'43"E	31.11'
C7	N76°39'48"W	15.22'
C8	N84°56'13"W	6.41'
C9	N70°43'44"W	8.92'
C10	N44°07'43"E	99.67'
C11	N89°41'50"W	47.61'
C12	N38°46'01"E	42.79'
C13	N07°24'25"W	38.76'
C14	N15°04'45"W	15.22'
C15	N45°52'17"W	35.36'



FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13C
SUBDIVISION NO. 000147

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SEPTEMBER 2016

SHEET 9 OF 9 18463-13C

SEE SHEET 2 FOR BASIS OF
BEARINGS, REFERENCES,
LEGEND AND NOTES.

RESOLUTION NO. 16-372

APPROVING A SUBDIVISION AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND KB HOME SACRAMENTO INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and KB Home Sacramento Inc., for the Westpark Ph3 Village 13c Subdivision (Subdivision no. 000147), has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

SUBDIVISION AGREEMENT

Westpark Ph3 Village 13c SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
KB Home Sacramento Inc. _____,
a California corporation _____, ("SUBDIVIDER"),

WITNESSETH:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of
Roseville, County of Placer, known as "Westpark Ph3 Village 13c Subdivision"
(Subdivision no. 000147; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 18 day of November, 20¹⁰, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the
subdivision of land in the City, requires that SUBDIVIDER shall execute and file an
agreement between itself and CITY relating to the improvements to be made in a subdivision,
prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Mackay & Soms, dated June 10, 2016 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before June 10, 2018, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be

reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 2,802,634.62. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty

security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by

the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation	Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY,

its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of

the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all

amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Leo Pantoja, Director
KB HOME Sacramento Inc.
3005 Douglas Blvd, Ste 250
Roseville, CA 95661

Either party may amend its address by giving written notice to the other.

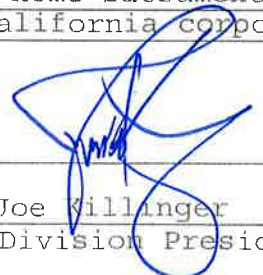
22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
City Manager

KB Home Sacramento Inc.,
a California corporation

BY:  _____
its: Joe Willinger
Division President

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

and

BY:  _____
its: Leo Pantoja
Director of Forward Planning

(NOTARIZATION REQUIRED)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On July 19, 2016 before me, Ruthe Stickley, Notary Public
(insert name and title of the officer)

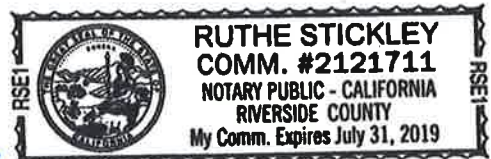
personally appeared Joe Killinger,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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

Ruthe Stickley (Seal)



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

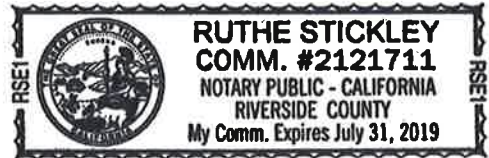
On July 19, 2016 before me, Ruthe Stickley, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





COUNCIL COMMUNICATION

CC #: 7956
File #: 0210-01

Title: Tax Sharing Agreements Audit - Consultant Services Agreement
Contact: Jeannine Thrash (916) 774-5473 jthrash@roseville.ca.us
Monty Hanks (916) 774-5313 mhanks@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.18.

RECOMMENDATION TO COUNCIL

It is requested that Council approve a resolution authorizing the City Manager to enter into a Consultant Services Agreement between Placer County ("County"), City of Roseville ("City") and MuniServices, LLC ("Consultant") in order for the Consultant to perform an audit of property tax transfers made between the City and County. The total agreement is \$40,000. The City's share of the expense is \$20,000.

BACKGROUND

The City and County have entered into several tax sharing agreements for developments annexed into the City. The agreements stipulate a certain share of the 1% ad valorem property taxes is to be remitted back to the County. Per the Tax Sharing Agreements, an audit on the tax shall be performed at least once every two years as long as both parties agree that one is necessary. The County and City have agreed to audit the following annexation areas:

- Stoneridge (1/19/1999),
- Doctors Ranch & Foothills Business Park (6/7/2000),
- West Roseville (6/2/2004),
- Sierra Vista (9/13/2011)

This audit will be the first one to be performed and it is to be by an independent firm chosen jointly by the County and City. The cost of the independent auditor are to be shared equally. The audit is to ensure that the total levy and supplemental amounts provided by the County to the City are correct under the agreements. This will include a review of assessed value and the parcels included. The County and City have agreed to hire MuniServices. The total services agreement is \$40,000, which would make the City's share \$20,000.

FISCAL IMPACT

The total services agreement is \$40,000. The City's share of the expense is \$20,000, which is already included in the FY2016/17 budget; therefore there is no impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This is not considered a "project" as defined by the California Environmental Quality Act (CEQA) and therefore no CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-392

Consultant Services Agreement

RESOLUTION NO. 16-392

APPROVING A CONSULTANT SERVICES AGREEMENT BY AND BETWEEN THE
COUNTY OF PLACER, THE CITY OF ROSEVILLE AND MUNISERVICES, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Consultant Services Agreement regarding the performance of an audit of property tax transfers made between the City and County, by and between the County of Placer, the City of Roseville and MuniServices, 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 Mayor 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

Administering Agency: **Placer County Executive Office**

Contract No. _____

Contract Description: **Placer County and City of Roseville Tax Sharing Agreement Audits**

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 20____, by and between the County of Placer ("County"), City of Roseville ("City"), and MuniServices, LLC. ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A, and Consultant's response to said document. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. The City shall reimburse the County 50% of Consultant's billings within 30 days of Consultant's completion of services. **The amount of the contract shall not exceed Forty Thousand Dollars (\$40,000).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as specified in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent Contractor and shall not be an employee of the County or the City. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. No party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of another party.

9. **Hold Harmless and Indemnification Agreement.**

The Consultant hereby agrees to protect, defend, indemnify, and hold County and City free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by County or City arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County and City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, Consultant's negligent performance pursuant to this contract or agreement. Consultant agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Consultant. Consultant also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Consultant, the County or the City or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of County and City from liability for damages or injuries to third persons or property arising from Consultant's negligent performance pursuant to this contract or agreement.

As used above, the term "County" means Placer County or its officers, agents, and employees and the term "City" means the City of Roseville or its officers, agents, and employees.

10. **Insurance.**

Consultant shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-:VII showing.

11. **Worker's Compensation and Employers Liability Insurance.**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be cancelled without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers,

directors, officials, employees, or agents, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Consultant.

Consultant shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

12. **General Liability Insurance.**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Consultant, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by Consultant in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If Consultant carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by Consultant shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

13. **Endorsements.**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, and employees are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be cancelled without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

14. **Automobile Liability Insurance.**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

15. **Professional Liability Insurance (Errors & Omissions).**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

Consultant agrees to maintain professional liability insurance coverage for at least one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

16. **Additional Requirements.**

Premium Payments - The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The Consultant shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. Upon reasonable request of County, Consultant shall provide a bond guaranteeing Consultant's payment of all deductibles.

CONSULTANT's Obligations - Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

Verification of Coverage - Consultant shall furnish the County with certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

Material Breach - Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

17. **Contractor Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
18. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
19. **Personnel.**
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this Agreement with those individuals identified. Reassignment or substitution of individuals or subconsultants named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
20. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
21. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving at least thirty (30) days prior notice in writing of such termination to Consultant. In the event County shall

give notice of termination, Consultant shall cease rendering service as of the effective date of termination. In the event County shall terminate this Agreement:

- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty (30) days' advance written notice to the County.

22. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
23. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this Agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
24. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project. Notwithstanding the foregoing, Consultant's interests in its proprietary information, including, but not limited to software, programs and processes that are created for Consultant's general business use and not for County's exclusive use hereunder will not become the property of County, even if they are provided to County for use hereunder.
25. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

26. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Consultant agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.
27. **Entirety of Agreement.** This Agreement contains the entire agreement of County, City and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
28. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 21, Termination.
29. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this Agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
30. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Executive Office
Attn: Andy Heath

175 Fulweiler Avenue
Auburn, CA 95603

Phone (530) 886-4030
Fax:

CITY OF ROSEVILLE:

City of Roseville Finance Dept.
Attn: Monty Hanks

311 Vernon Street
Roseville, CA 95678
Phone (916) 774-5313
Fax: (916) 746-1220

CONSULTANT:

MuniServices, LLC
Attn: Contract Department

7625 N. Palm Avenue, Suite 108
Fresno, CA 93711

Phone: 800-800-8181 Ext. 76876
Fax: 559.312.2920

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) calendar days after the date on which it was mailed.

//

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Date: _____

Name: _____

Title: _____

CITY OF ROSEVILLE

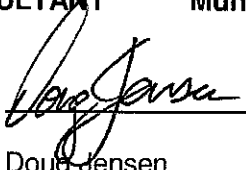
By: _____

Date: _____

Name: Rob Jensen

Title: City Manager

CONSULTANT MuniServices, LLC.

By:  _____

Date: 08/11/16

Name: Doug Jensen

* Title: SVP Client Services

****If Consultant is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County



EXHIBIT A SCOPE OF SERVICES

Background

The County of Placer (County) and City of Roseville (City) entered into several property and sales tax sharing agreements related to the annexation of County areas into the City. These agreements call for the County and City to jointly hire an independent auditor (MuniServices) to audit the 1% ad valorem property tax revenues available for allocation and distributed to the city from the Annexation Areas. As a result of the audit, the County or City may need to make adjustments to the payment of property or sales taxes within 60 days of receipt of the audit.

Task 1: Review and Summarize Property Tax and Sales Tax Sharing Agreements

CONSULTANT will review the following property tax and sales tax sharing agreements between the County and City:

- Stoneridge Annexation Property Tax and Sales Tax Sharing Agreements (1/19/1999)
- Doctors Ranch and Foothills Business Park Annexation Property Tax and Sales Tax Sharing Agreements (6/7/2000)
- West Roseville Specific Plan Annexation Property Tax and Sales Tax Sharing Agreements (6/2/2004)
- Sierra Vista Specific Plan, Sierra Vista Urban Reserve, Creekview Specific Plan, and Reason Farms Annexation Property Tax and Sales Tax Sharing Agreements (9/13/2011)

CONSULTANT will use these agreements as the basis for a concise summary of the property and sales tax allocations estimates and distributions for each agreement.

Task 2: Review and Summarize Actual Property Tax and Sales Tax Revenues and Distributions to the County and City

Using data provided by the County and the City, and providing that the actual amounts paid in each area can be uniquely identified, CONSULTANT will conduct an audit of actual payments made to the County or City under each tax sharing agreement listed in Task 1.

Task 3: Prepare a Draft Document

CONSULTANT will use the summary of data developed in Tasks 1 and 2 to develop an administrative draft document that summarizes the audit findings. This will be provided to County and City staff for initial review and comments. Based upon these comments, a final draft version will be prepared.



Task 4: Prepare Final Document

CONSULTANT will work with staff to make any final modifications to the document to result in a Final Plan document.

Timing

MuniServices will complete the audits within 90 days of the executing a contract.



EXHIBIT B
PAYMENT FOR SERVICES RENDERED

FIXED FEE

The County and City are ordering a five-year audit for each of the areas beginning with roll year 2015-2016 and going back in time. The audit fee is \$5,000 per area.

Area	No. of Areas	Fee per Area	Total Fee
Stoneridge (1999)	1	\$5,000	\$5,000
Doctors Ranch & Foothills (2000)	2	\$5,000	\$10,000
West Roseville (2004)	1	\$5,000	\$5,000
Sierra Vista (2011)	4	\$5,000	\$20,000
Total	8		\$40,000

The fixed fee is payable when MuniServices submits the Final Document as described in Task 4 in Exhibit A.

OUT OF POCKET

For the audit services MuniServices will also charge an out-of-pocket expenses for reasonable travel costs related to the performance of the audits, including in-person meetings with the City and County. Travel Costs include, but are not limited to, the costs of car rental, gasoline, or other transportation. These out-of-pocket expenses will not exceed \$2,500. If we expect to spend more than \$2,500 we will get prior approval for any amounts over the allotted \$2,500. The out-of-pocket expenses will be invoiced upon delivery of the final report.



EXHIBIT C
FACILITIES, EQUIPMENT AND OTHER OBLIGATIONS OF THE COUNTY

The County will provide the following to MuniServices:

1. A description of the Sharing Agreement areas, if not found in the agreements listed in Task 1 of Exhibit A, sufficient to understand the geographical area of each Sharing Agreement Area.



COUNCIL COMMUNICATION

CC #: 7960

File #: 0106

Title: Greater Sacramento Area Economic Council - Economic Development Agreement
Contact: Laura Matteoli (916) 774-5284 lmatteoli@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt a resolution approving the annual economic development agreement between the Greater Sacramento Area Economic Council (GSAEC) and the City of Roseville and authorize the City Manager to sign the agreement in the amount of \$50,782.

BACKGROUND

In July 2015, the City Council approved a request to execute an economic development agreement between the City and the Greater Sacramento Area Economic Development (GSAEC). The purpose of the economic development agreement was to create a unified front to improve the economic competitiveness of the region. The agreement included a financial ask of \$50,782 which was based on a formula of \$0.40 per person based on the California Department of Finance population reporting for the 2014 year. All participating communities paid a \$0.40 per person contribution based on their 2014 population. To date, Greater Sacramento's participating communities include:

City of Citrus Heights	City of Davis	City of Elk Grove
City of Folsom	City of Galt	City of Lincoln
City of Rancho Cordova	City of Roseville	City of Rocklin
City of Sacramento	City of West Sacramento	City of Woodland
County of Placer	County of Sacramento	County of Yolo
County of Yuba		

Other than the financial ask the agreement seeks participation by City staff and is generally focused on the deliverables to be provided by GSAC to the City. The primary items provided for within the contract include the following:

- Appointment of the Mayor or City Manager to the Board of Directors. Mayor Garcia has been identified as the designated board member.
- Participate on the Economic Development Directors Task Force (Chris Robles serves in this capacity).
- Co-develop and outbound digital communications platform.

- Access to GSAEC research staff and capabilities and analytics platform.
- Involvement in all business development activities inclusive of marketing.

Over the past year, the City's Economic Development staff participated in: 1) twenty Economic Development Director's Taskforce meetings; 2) submittal of development proposals for twelve nationwide business relocation recruitment opportunities; 3) provided five tours of Roseville's key development opportunity sites; 4) participated in the development and implementation of the PASS program; and 5) assisted with the creation of Greater Sacramento's - Roseville community webpage <http://www.selectsacramento.com/roseville/index.html>.

Economic Development supports the City's continued participation in Greater Sacramento's regional marketing and job growth efforts and our membership in the amount of \$50,782.

FISCAL IMPACT

The Economic Development Department programmed Greater Sacramento's 2016 membership in their 2016-2017 Fiscal Year budget in the amount of \$50,782. This request seeks only the authorization of the City Manager to enter into the agreement.

ECONOMIC DEVELOPMENT / JOBS CREATED

The essence of the agreement with GSAEC is to continue to generate economic growth which has been the mainstay of Roseville's success. The goal of GSAEC's effort is to create the greater Sacramento area as the fourth region (San Francisco, Los Angeles and San Diego) in California to do business. By establishing the fourth region we will be competitive in attracting business in the Western States market.

We know that Roseville is competitive in our region for attracting jobs and investment by participating with GSAEC and broadening our recognition into the West Coast and Rockies markets that we will significantly increase our opportunity for job growth and creation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The GSAC Agreement with the City of Roseville for the purpose of promoting the economic health of the region does not in and of itself include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director





Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-394

2016 GSAEC's Economic Development Agreement

RESOLUTION NO. 16-394

APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE
GREATER SACRAMENTO AREA ECONOMIC COUNCIL AND THE CITY OF
ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, an Economic Development Agreement Between the Greater Sacramento
Area Economic Council and the City of Roseville, has been reviewed by the City Council; and

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

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

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE GREATER SACRAMENTO AREA ECONOMIC COUNCIL
AND THE CITY OF ROSEVILLE**

This Economic Development Agreement ("Agreement") is entered into by and between the City Council of the City of Roseville, a California municipality (the "Public Jurisdiction"), and the Greater Sacramento Area Economic Council ("Greater Sacramento"), a California non-profit corporation. (Each a "Party" and collectively referred to as "the Parties"). The Agreement shall be effective ("Effective Date") upon signature of both Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Public Jurisdiction and Greater Sacramento agree as follows:

I. RESPONSIBILITIES OF GREATER SACRAMENTO

A. MISSION: Greater Sacramento is an economic development organization working through a public-private partnership of local businesses and governments to retain, attract, grow, and create sustainable businesses in the six-county Sacramento Region, including El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties and the 23 cities therein.

B. GOALS: Greater Sacramento is guided by and strategically focused on the following specific long-range goals:

1. Develop and utilize in-depth data and analytics to guide strategic economic development efforts and improve the region's competitive position.
2. Strategically market the region to generate qualified company prospects in targeted economic clusters.
3. Leverage public and private partners and resources to locate qualified prospects.

C. RETENTION AND EXPANSION POLICY:

1. Greater Sacramento's primary role is developing the Sacramento Region's market intelligence strategy for high-wage, base industry clusters in coordination with representatives of local communities.
2. Both Parties understand that retention and expansion of existing businesses within communities is primarily a local issue, but Greater Sacramento will confidentially assist local leaders on these projects.
3. Greater Sacramento will support communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects, as requested by the local community.
4. Greater Sacramento will advise communities when an existing company contacts Greater Sacramento regarding a retention or expansion issue, subject to any legal and/or contractual non-disclosure obligations.

- D. ACTION PLANS:** In accordance with the Mission, Goals, and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, Greater Sacramento shall implement strategic action plans adopted by its Board of Directors and Economic Development Directors Taskforce (EDDT). The Public Jurisdiction shall be entitled to provide input on these action plans through its participation in these advisory groups as specified in Sections III.A. and III.B. of this Agreement. The Public Jurisdiction acknowledges and agrees that Greater Sacramento may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel, or defer certain activities as required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control.
- E. PERFORMANCE TARGETS:** Specific performance targets shall be established by Greater Sacramento's Board of Directors and shall be used to evaluate and report progress on Greater Sacramento's implementation of strategic action plans. Greater Sacramento will provide regular reports to the Public Jurisdiction detailing its progress in implementing such plans. As required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control, these performance targets may be revised with the approval of the Board of Directors or a majority of the designated members of Greater Sacramento's EDDT.
- F. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT):** Greater Sacramento will organize and lead the Economic Development Directors Taskforce (EDDT), which will develop and follow set protocol for issues such as: Business attraction, retention, and expansion; External marketing and communications; Permitting streamlining. The Public Jurisdiction may appoint one representative to the taskforce as outlined in Section III.B. of this Agreement.

II. RESPONSIBILITIES OF THE PUBLIC JURISDICTION

- A. STAFF SUPPORT OF GREATER SACRAMENTO'S EFFORTS:** The Public Jurisdiction shall provide staff support to Greater Sacramento's economic development efforts as follows:
1. The Public Jurisdiction shall respond to leads or prospects referred by Greater Sacramento in a professional manner within the time frame specified by the lead or prospect if the Public Jurisdiction desires to compete and if the lead is appropriate for the Public Jurisdiction. When possible, the Public Jurisdiction agrees to provide its response in the format developed jointly by Greater Sacramento and the EDDT.
 2. The Public Jurisdiction shall provide appropriate local hospitality, tours, and briefings for prospects visiting sites in the Public Jurisdiction.
 3. The Public Jurisdiction shall provide an official economic development representative to represent the Public Jurisdiction on the EDDT, which advises Greater Sacramento's President & CEO.
 4. The Public Jurisdiction shall cooperate in the implementation of Greater Sacramento/EDDT process improvement recommendations including presentation

formats, exchange of information on prospects with Greater Sacramento staff, use of shared data systems, land and building databases, and private sector real estate industry interfaces.

5. The Public Jurisdiction shall use its best efforts to respond to special requests by Greater Sacramento for specific information about the Public Jurisdiction within the time frame specified in such request.
6. In order to enable Greater Sacramento to be more sensitive and responsive to the Public Jurisdiction's requirements, the Public Jurisdiction shall, at its sole option, deliver to Greater Sacramento copies of any economic development strategies approved by the Public Jurisdiction, work plans, programs, and evaluation criteria. Greater Sacramento shall not disclose the information to outside parties.
7. The Public Jurisdiction shall use its best efforts to cause an economic development professional representing the Public Jurisdiction to attend all marketing events and other functions to which the Public Jurisdiction has committed itself.
8. The Public Jurisdiction agrees to work with Greater Sacramento to improve the Public Jurisdiction's competitiveness and market readiness to support the growth and expansion of targeted industries.

- B. RECOGNITION OF GREATER SACRAMENTO:** The Public Jurisdiction agrees to recognize Greater Sacramento as the Public Jurisdiction's officially designated regional economic development organization.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

- A. BOARD OF DIRECTORS REPRESENTATION:** The Public Jurisdiction shall have a single voting representative on the Greater Sacramento Board of Directors so long as such Director will not cause Greater Sacramento to exceed the maximum number of authorized Directors. The Director under this paragraph shall be the highest-ranking non-elected official with the governmental entity. This highest-ranking non-elected official shall be permitted to delegate his or her position as Director to the highest-ranking elected official with the governmental entity to serve as an alternate to the Director. Any such Director will be qualified to serve on the Board of Directors only if the Public Jurisdiction remains current on its annual contribution at an amount equal to or greater than its full formula allocation as determined from time to time by the Board of Directors and laid out in this contract in Section III.E.1., and as long as the Public Jurisdiction makes a long-term commitment to assist and carry out the mission and purpose of Greater Sacramento and fulfills the additional requirements set forth in this Agreement.
- B. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT) REPRESENTATION:** The Public Jurisdiction shall also appoint one (1) economic development professional from its staff, local economic development partner organization, or other qualified community member, subject to the approval of Greater Sacramento, to represent the Public Jurisdiction on Greater Sacramento's Economic Development Directors Taskforce (EDDT), which advises Greater Sacramento's President & CEO.

C. PARTICIPATION IN MARKETING EVENTS: Representative(s) of the Public Jurisdiction shall be entitled to participate in Greater Sacramento's marketing events provided that such participation shall not be at Greater Sacramento's expense.

D. PROVISION OF ASSISTANCE: When requested and appropriate, Greater Sacramento will use its best efforts to provide assistance and support to the Public Jurisdiction's economic development staff for business location prospects identified and qualified by the Public Jurisdiction and assist the Public Jurisdiction with presentations to prospects in the Public Jurisdiction or corporate locations.

E. COMPENSATION

1. The Public Jurisdiction agrees to pay \$50,782 for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2017, as set forth in this Agreement. This amount is based on \$0.40 per capita applied to the Public Jurisdiction's population as reported in 2014 population estimates from the California Department of Finance Demographic Research Unit, which listed the Public Jurisdiction as having a population of 126,956. Any adjustment to this formula shall be reviewed and approved by the Board of Directors and presented in writing to the Public Jurisdiction for approval.
2. Nothing herein shall preclude the Public Jurisdiction from contracting separately with Greater Sacramento for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the Public Jurisdiction and Greater Sacramento.
3. Greater Sacramento shall submit annual invoices to the Public Jurisdiction on or before July 1 each year. To allow the Public Jurisdiction to budget appropriately, Greater Sacramento shall submit to the Public Jurisdiction a letter indicating the rate structure and full contribution amount no later than May 1 each year. The Public Jurisdiction shall submit full payment within the first quarter of its fiscal year beginning July 1. The Public Jurisdiction is entitled to receive annual audit reports for Greater Sacramento and financial reports at Board of Directors meetings held at least four (4) times per year.

F. COOPERATION

1. The purpose of this Agreement is to set forth the regional economic development program that Greater Sacramento agrees to undertake, the support that the Public Jurisdiction agrees to provide, the respective roles of Greater Sacramento and the Public Jurisdiction, and the payments of the Public Jurisdiction to Greater Sacramento for the fiscal year ending June 30, 2017.
2. The parties acknowledge that Greater Sacramento is a cooperative organization effort between Greater Sacramento and local communities. Accordingly, the Public Jurisdiction and Greater Sacramento covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering Greater Sacramento's goals for the 2016-2017 fiscal year.

3. The Public Jurisdiction agrees to work with Greater Sacramento, as necessary or appropriate, to revise the performance measures, benchmarks, and/or goals for the FY 2017-2018 contract.

IV. GENERAL PROVISIONS

- A. INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Agreement, Greater Sacramento shall indemnify, defend, hold, protect, and save harmless the Public Jurisdiction and any and all of its elected officials, officers, and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense, and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by Public Jurisdiction brought, made, filed against, imposed upon, or sustained by the Public Jurisdiction, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions, or from operations conducted by Greater Sacramento, its directors, officers, agents, or employees acting on behalf of Greater Sacramento and with Greater Sacramento's knowledge and consent.

Any party entitled to indemnity shall notify Greater Sacramento in writing of the existence of any claim, demand, or other matter to which Greater Sacramento's indemnification obligations would apply, and shall give to Greater Sacramento a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection A shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions, or willful misconduct of such indemnified party.

- B. INSURANCE:** Greater Sacramento shall procure and maintain for the duration of this Agreement, at Greater Sacramento's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by Greater Sacramento, its agents, representatives, employees, or contractors.
- C. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, Greater Sacramento will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, or disability. Greater Sacramento shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age, or disability. 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. Greater Sacramento agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- D. NONLIABILITY OF OFFICIALS AND EMPLOYEES:** No member, official, or employee of the Public Jurisdiction will be personally liable to Greater Sacramento, or any successor in interest, in the event of any default or breach by the Public Jurisdiction or for

any amount which may become due to Greater Sacramento or successor, or on any obligation under the terms of this Agreement. No member, official, or employee of Greater Sacramento will be personally liable to the Public Jurisdiction, or any successor in interest, in the event of any default or breach by the Greater Sacramento or for any amount which may become due to the Public Jurisdiction or successor, or on any obligation under the terms of this Agreement.

- E. NOTICE:** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing or delivered by electronic transmission, as designated by each Party, using the contact information below. Notices or communications in writing shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties. Notices or communications may be delivered by electronic mail or facsimile, as designated by each Party, in a manner that creates a record that is capable of being retained, retrieved, and reviewed, and that may thereafter be rendered into clearly legible tangible form, unless or until either party revokes consent of use of that means of transmission for communications or either Party is unable to deliver communications by that means.

If to Greater Sacramento:

Greater Sacramento Area Economic Council
Attn: Chief Executive Officer
400 Capitol Mall, Suite 2500
Sacramento, CA 95814

If to the Public Jurisdiction:

City of Roseville
Attn: City Manager
311 Vernon Street
Roseville, CA 95678

- F. CONFIDENTIAL INFORMATION:** Both Parties agree, during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the other Party, or to disclose to any person, firm, or corporation without the prior written authorization of either Party, any Confidential Information of either Party. "Confidential Information" means any of Greater Sacramento/the Public Jurisdiction's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, client lists, markets, trade secrets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, billing, charging, or other business information disclosed to one Party by the other, either directly or indirectly. Either Party may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with authorized personnel or authorized representatives or for any other purpose that either Party may hereafter authorize in writing. The Parties agrees that in the event of any breach or threatened breach of this section, either Party may obtain, in addition to any other legal remedies, which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.

- G. REPRESENTATIONS AND WARRANTIES:** The Parties each represent and warrant as follows:
1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- H. MODIFICATIONS:** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.
- I. ASSIGNMENT:** This Agreement and the services contemplated hereunder are personal to Greater Sacramento and the Public Jurisdiction and neither Party shall have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the advanced written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.
- J. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.
- K. COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
- L. SEVERABILITY:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- M. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS:** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Public Jurisdiction or Greater Sacramento, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

The Agreement is executed as follows:

I, Rob Jensen, acknowledge that I am the City Manager of the City of Roseville, a California municipality, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

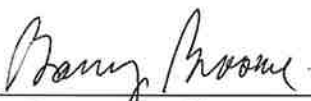
CITY OF ROSEVILLE, a California municipality

By: _____
Rob Jensen, City Manager

Date: _____

I, Barry Broome, acknowledge that I am the President & CEO of the Greater Sacramento Area Economic Council, a California nonprofit corporation, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

GREATER SACRAMENTO AREA ECONOMIC COUNCIL,
A California nonprofit corporation

By:  _____
Barry Broome, President & Chief Executive Officer

Date: July 25, 2016



COUNCIL COMMUNICATION

CC #: 7961

File #: 1006

Title: Lincoln Street Parking Lot - Ground Lease Amendment

Contact: Bill Aiken (916) 774-5271 baiken@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.20.

RECOMMENDATION TO COUNCIL

Adopt a resolution authorizing the City Manager to execute the first amendment to the Ground Lease with Richard Ryan for the Lincoln Street Parking Lot in Historic Old Town.

BACKGROUND

On January 20, 2010 the Redevelopment Agency of the City of Roseville entered into a five (5) year lease agreement with Richard Ryan. The lease, which included a provision for the installation of asphalt, landscaping, striping, signage, and lighting, added approximately 115 public parking spaces to the Historic Old Town commercial district.

When the original lease expired, city staff approached Richard Ryan to discuss the continued use of the site. A new, one (1) year lease agreement was established between Richard Ryan and the City of Roseville. In exchange for the continued use of the site as a public parking lot, the City continues to address the ongoing maintenance responsibilities for the parcels. Associated maintenance costs (lighting, landscaping, cleaning, etc.) are estimated at \$5,000 annually.

In May of this year, Richard Ryan exercised his option to terminate the lease by giving the city a 90-day notice of this intent. At that time, he indicated that he would transition this lot to private parking that supported his properties throughout the district. In an effort to retain this lot for public parking, staff engaged Richard Ryan in ongoing discussions. This effort resulted in the attached amendment which includes the following adjustments:

- Lease is now a month-to-month agreement with no defined expiration date. Previously, the lease would have expired on May 5, 2017.
- Termination requires 30 calendar day notice in lieu of the 90 day notice established in the original lease agreement.
- The original lease between Richard Ryan and the Roseville Redevelopment Agency included a provision for the Agency to cover the installation of a sewer tap to this property in support of a potential development project at this site. The provision, which expired along with the Redevelopment Agency, has been added to the current agreement as a city obligation.

This agreement ensures that the public has access to the 115+ parking spaces on Lincoln Street in Historic Old Town until either party exercises their option to provide 30-day notice for the termination of the agreement. This creates the potential for the lot to remain available to the public indefinitely, but also provides either party the flexibility to explore other options at any time.

FISCAL IMPACT

The annual impact to the General Fund would be approximately \$5,000. The City's maintenance responsibilities for the parking lot were included in the FY16/17 budget. The lease does provide for the eventual installation of a sewer tap at this property. Although the actual cost of the sewer tap will be determined by the final design of a yet to be determined future project, the anticipated cost would fall within the \$5,000-\$10,000 range.

ECONOMIC DEVELOPMENT / JOBS CREATED

This amendment results in the continuation of an existing agreement and the ongoing availability of public parking will continue to benefit businesses throughout the Historic Old Town District.

ENVIRONMENTAL REVIEW

The proposed project involves the leasing of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). No further CEQA action is required.

Respectfully Submitted,

Bill Aiken, Development Analyst

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-395

First Amendment to Lease

RESOLUTION NO. 16-395

APPROVING A FIRST AMENDMENT TO GROUND LEASE BY AND BETWEEN
RICHARD RYAN AND THE CITY OF ROSEVILLE AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to Ground Lease by and between Richard Ryan and the
City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the City 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

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

**FIRST AMENDMENT TO GROUND LEASE
BY AND BETWEEN RICHARD RYAN
AND THE CITY OF ROSEVILLE**

THIS FIRST AMENDMENT TO GROUND LEASE ("First Amendment") is made and entered into this ____ day of _____, 2016, by and between Richard Ryan, an individual ("Lessor"), and the City of Roseville, a municipal corporation ("Lessee" or "City").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee previously entered into a Ground Lease dated May 6, 2015 ("Lease") for lease of the real property located in the City of Roseville, County of Placer, State of California, as more particularly described in Exhibit A, attached hereto and incorporated by reference herein ("Premises"); and

WHEREAS, the parties desire to amend the Lease pursuant to the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Revised Section 1.02. Section 1.02 of the Lease is hereby revised in its entirety to read as follows:

"1.02. Term of Lease. The term of this Lease shall be for a period commencing on the above-mentioned date stated in the preamble to this Lease ("Commencement Date") and continuing until either Party terminates this Lease, with or without cause, upon thirty (30) calendar days prior written notice to the other Party."

2. New Section 11.03. Section 11.03 is hereby added to the Lease to read as follows:

"11.03. Sewer Tap. Lessee shall install a sewer tap on the public sewer line below Lincoln Street at a location to be determined based on a potential project; provided, however that Lessor shall remain obligated to pay any sewer connection and/or other fees associated with connection of the sewer tap with any development or structure. Lessee hereby

acknowledges that Lessor shall be entitled to any applicable sewer credits. This Section shall survive termination of the Lease.”

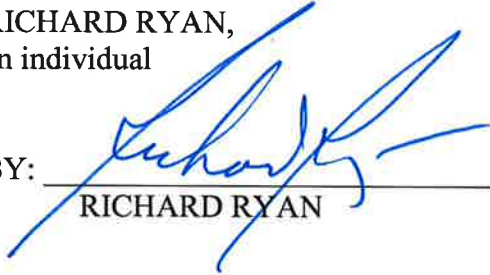
3. All other provisions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Ground Lease in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and Lessor has caused this First Amendment to Ground Lease to be executed.

CITY OF ROSEVILLE,
a municipal corporation

RICHARD RYAN,
an individual

BY: _____
ROB JENSEN
City Manager

BY: 
RICHARD RYAN

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

EXHIBIT A
Legal Description of Premises

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTH 1/2 OF LOT 1 IN BLOCK 1 OF AMENDED MAP OF MCRAE'S ADDITION, ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, AUGUST 21, 1906 IN BOOK "A" OF MAPS, AT PAGE 38.

APN: 011-147-011

PARCEL 2:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.B. & M., THENCE NORTH ALONG THE SECTION LINE BETWEEN SECTIONS 34 AND 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.B. & M., 180 FEET; THENCE WEST 50 FEET TO THE NORTHEAST CORNER OF LOT 4 IN BLOCK 1 AMENDED MAP OF MACRAE'S ADDITION; THENCE SOUTH ALONG THE EAST LINE OF LOTS 4,3,2 AND 1 IN BLOCK 1 OF AMENDED MAP OF MCRAE'S ADDITION 180 FEET TO THE SOUTH LINE OF SAID SECTION 34; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 34, 50 FEET TO THE PLACE OF BEGINNING, AND BEING A STRIP OF LAND 50 FEET WIDE AND 180 FEET LONG LYING BETWEEN THE EAST LINE OF LOTS 1,2,3 AND 4 IN BLOCK 1 OF AMENDED MAP OF MCRAE'S ADDITION AND THE EAST LINE OF SECTION 34, TOWNSHIP 11 NORTH OF RANGE 6 EAST, M.D.B. & M., AS SHOWN ON THE AMENDED MAP OF MCRAE'S ADDITION, ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, AUGUST 21ST, 1906 IN BOOK "A" OF MAPS, AT PAGE 38.

APN: 011-147-010

PARCEL 3A:

ALL OF LOTS 2 AND 3 IN BLOCK 1, AS SHOWN ON THE AMENDED MAP ENTITLED, "MCRAE'S ADDITION", RECORDED AUGUST 21, 1906, IN BOOK A OF MAPS, PAGE 38.

PARCEL 3B:

THE NORTHERLY 30 FEET OF LOT 1 IN BLOCK 1, AS SHOWN ON THE AMENDED MAP ENTITLED, "MCRAE'S ADDITION", RECORDED AUGUST 21, 1906, IN BOOK 1 OF MAPS, PAGE 38, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN BLOCK 1, AS SAID LOT AND BLOCK ARE DELINEATED UPON THE MAP HEREINABOVE REFERRED TO AND RUNNING THENCE ALONG THE WEST LINE OF SAID LOT 30 FEET; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 150 FEET TO THE EAST LINE OF SAID LOT; THENCE NORTH ALONG SAID EAST LINE 30 FEET TO THE NORTH LINE OF SAID LOT; THENCE WEST ALONG SAID NORTH LINE 150 FEET TO THE POINT OF COMMENCEMENT.

APN: 011-147-009

EXHIBIT "A"
LEGAL DESCRIPTION continued

PARCEL 4:

LOT 4 IN BLOCK 1 AS DESIGNATED ON THAT CERTAIN MAP ENTITLED, "MCRAE'S ADDITION", TOWN OF ROSEVILLE, FILED WITH THE RECORDER OF PLACER COUNTY, CALIFORNIA AUGUST 21, 1906, IN BOOK A OF MAPS, AT PAGE 38.

APN: 011-147-008

PARCEL 5:

LOTS 5 AND 6 IN BLOCK 1 OF, "MCRAE'S ADDITION", AS PER MAP FILED AUGUST 21, 1906 IN BOOK "A" OF MAPS, PAGE 38, PLACER COUNTY RECORDS.

APN: 011-147-007

PARCEL 6:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, IN BLOCK 1 ACCORDING TO THE AMENDED MAP OF MCRAE'S ADDITION TO THE TOWN OF ROSEVILLE, AS PER MAP FILED AUGUST 21, 1906 IN BOOK "A" OF MAPS, PAGE 38; THENCE NORTH ALONG THE EAST LINE OF LINCOLN STREET 50 FEET; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID LOT 7, 150 FEET, TO THE EAST LINE OF SAID LOT 7; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 7, 12 FEET; THENCE EAST AT RIGHT ANGLES 50 FEET; THENCE SOUTH AT RIGHT ANGLES 62 FEET; THENCE WEST TO AND ALONG THE SOUTH LINE OF SAID LOT 7, 200 FEET TO THE POINT OF BEGINNING.

APN: 011-147-006

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

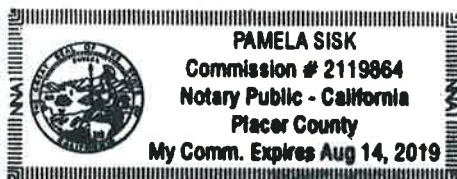
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Placer)
 On 08/11/2016 before me, Pamela Sisk, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Richard Ryan
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Pamela Sisk
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment to Ground Lease Document Date: N/A
 Number of Pages: 5 Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



COUNCIL COMMUNICATION

CC #: 7936
File #: 0800-03

Title: Community Solar Project - Initial Study/Mitigated Negative Declaration - Professional Services Agreement
Contact: Mark Riffey (916) 746-1667 mriffey@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.21.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution authorizing the City Manager to execute a professional service agreement with ICF Jones & Stokes, Inc. to perform an initial study/mitigated negative declaration for the proposed Community Solar Pilot Project (Project). The agreement is for two years and has a not to exceed amount of \$37,445.00. Funding is included in the FY2016-17 Electric budget.

BACKGROUND

In December 2016, City Council approved a budget adjustment authorizing staff to perform initial work activities associated with the development of a proposed Community Solar Pilot Project, up to and including, environmental reviews and related development costs. The Project is proposed to be located adjacent to the Roseville Energy Park.

Community solar enables customers to invest in a portion of a utility scale centrally located solar project, as an alternative to individual roof-top installations. Customers are then able to receive the benefits of solar generation without installing it on their roof. This type of project can eliminate some of the barriers impeding customer participation in solar generation and, in this instance, provide local renewable energy connected to Roseville Electric Utility's distribution system. As part of the overall work activities associated with the proposed Community Solar Pilot Project, it is necessary to conduct an assessment of the environmental requirements and potential mitigation efforts.

ICF Jones & Stokes, Inc. has performed similar functions, as defined in the proposed Scope of Work, throughout the City of Roseville. In addition, the recommended contractor is familiar with the general area of the proposed Project site, as a result of working on other regional projects in the vicinity, and around, the Roseville Energy Park.

The professional service agreement will allow Roseville Electric Utility to continue to advance the Project at this time, as it relates to the environmental review. The contractor will prepare an Initial

Study/Mitigated Negative Declaration for the proposed Project site, which will help inform next steps for further developing the Project.

FISCAL IMPACT

The professional service agreement is for two years and has a not to exceed amount of \$37,445.00. Funding is included in the FY2016-17 Electric budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The development of the Initial Study/Mitigated Negative Declaration is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Mark A. Riffey, Senior Energy Services Account Representative

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-375

PSA with ICF

RESOLUTION NO. 16-375

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ICF JONES & STOKES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding the Community Solar Pilot project, by and between the City of Roseville and ICF Jones & Stokes, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Community Solar Pilot Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and ICF Jones &
Stokes, Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of preparing an Initial
Study/Mitigated Negative Declaration for Phase 1 of the Roseville Community Solar Pilot
Project; and

WHEREAS, CONSULTANT has prepared a proposal dated June 24, 2016, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed thirty-seven thousand, four hundred forty-five dollars (\$37,445).

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 quarter of an hour. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

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

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

insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

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

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

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

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. Time is of the essence of this Agreement. CONSULTANT is not liable for delay in performance or non-performance caused by Acts of God, war, civil disturbance, government action, labor dispute, computer virus, pandemic illness,

inadequate access to CITY's site or data, or for other causes beyond CONSULTANT's reasonable control

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

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

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

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

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

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

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") first 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 for CITY. 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, except as otherwise limited below, 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.

In addition to the rights granted under the preceding paragraph, CONSULTANT may also provide "Consultant Property," which shall mean all material existing and within the

possession of CONSULTANT prior to entering into this Agreement, including, but no limited to, any products, software, materials and methodologies proprietary to CONSULTANT or provided by its suppliers and any trade secrets, know-how, methodologies and processes related to CONSULTANT's products or services, all of which shall remain the sole and exclusive property of CONSULTANT or its suppliers. Subject to the terms of this Agreement, CONSULTANT grants to CITY a non- exclusive, non-transferable, irrevocable license to use the Consultant Property contained in the deliverables provided hereunder for the purposes of this Agreement only.

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

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

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

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

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Michelle Bertolino
2090 Hilltop Circle
Roseville CA 95747

CONSULTANT

Trina L. Prince
ICF Jones & Stokes, Inc.
630 K Street
Sacramento, CA 95814

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

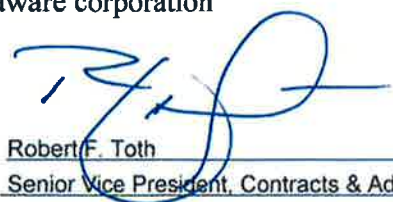
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MICHELLE BERTOLINO
Electric Utility Director

ICF JONES & STOKES, INC., a
Delaware corporation

BY:  _____
its: Senior Vice President, Contracts & Administration

and 
BY: Rosemarie Jones
its: Assistant Secretary

EXHIBIT "A"



June 24, 2016

Mr. Mark Riffey
Senior Program Manager
City of Roseville, Roseville Electric
2090 Hilltop Circle
Roseville, CA 95747

**Subject: Scope of Work and Cost Estimate for Preparing an Initial Study/Mitigated
Negative Declaration for the Proposed Roseville Community Solar Project**

Dear Mark:

As you requested, ICF Jones & Stokes, Inc. (an ICF International company, hereafter referred to as ICF) is providing a scope of work and cost estimate to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for the City of Roseville's (City's) proposed Roseville Community Solar Project (herein referred to as the proposed project). The proposed project includes approximately 4.33 acres of land immediately adjacent to the Roseville Energy Park (see attached figure). Based on conversations with you and a review of the available information pertinent to the project site, the scope of work, schedule, and cost estimate are based on the following general assumptions:

- The IS/MND will incorporate, where appropriate, information contained in the Roseville Energy Park Power Plant Project California Energy Commission Staff Assessment (CEC Staff Assessment).
- All potentially significant impacts can be mitigated to a less-than-significant level and therefore an MND is the appropriate CEQA document for the project.
- The City will provide the CEC Staff Assessment and all relevant technical reports and permits (if relevant to the IS/MND).
- Salix Consulting, Inc. is providing biological resource and permitting services on this project. As part of this scope, ICF will coordinate with Salix Consulting to obtain information to support the biological resources section of the IS/MND.
- A separate cultural resource inventory report to support Section 106 of the National Historic Preservation Act (NHPA) will not be necessary for the proposed project because all potential waters of the United States that would be subject to Section 404 of the Clean Water Act will be avoided and therefore there is no federal nexus of Section 106 of the NHPA.

Scope of Work

Task 1. Review Existing Information and Attend Start-Up Meeting

ICF staff will review the CEC Staff Assessment, as well as existing information/studies prepared in support of the project. The purpose of this review is to familiarize ourselves with this information and to take into account those areas of controversy that may have been raised during previous CEQA processes for the project and its vicinity.

Upon receipt of existing and relevant information from the City, ICF will meet with you to discuss the key issues that are to be addressed in the IS/MND and to ensure that the existing studies and analyses will meet the IS/MND needs.

Task 2. Prepare Draft IS/MND

ICF will prepare an administrative draft IS/MND to satisfy all format, content, and current regulatory requirements of CEQA. As part of this task, our team will describe the environmental setting and prepare an analysis of the direct, indirect, and cumulative impacts associated with the proposed project. Clear impact significance criteria (based on Appendix G of the State CEQA Guidelines) will be used to determine whether an impact is considered significant. If a potentially significant impact is identified, appropriate and feasible mitigation measure(s) will be identified to reduce the impact to a less-than-significant level. We will work closely with the City to provide guidance on design changes or specific construction approaches or timing that would avoid significant effects. If it is determined that the potential impact cannot be avoided through project design measures, we will ensure that the City considers the potential mitigation measures appropriate and implementable.

In the IS/MND, we will address the full range of resource areas listed in Appendix G of the State CEQA Guidelines, the Initial Study checklist. However, based on available information and our preliminary consideration of project impacts, ICF anticipates that the project's potential impacts would be primarily related to construction of the proposed project. A brief description of our approach is provided below for a few of the key resource issues.

Air Quality/Greenhouse Gases/Energy. ICF will describe the existing environmental conditions and the current air quality regulatory environment as it applies to the proposed project. We will also describe the pollutants of concern in the proposed project area, their known health effects, and the locations of existing sensitive receptors in the project vicinity. ICF will quantify construction emissions and evaluate resulting potential impacts associated with the proposed project using the CalEEMod emissions model and construction data (i.e., anticipated construction schedule and equipment) provided by the City. In the event that project-specific construction activity information is not available, we will use CalEEMod model default settings (including equipment horsepower and load factor) for construction activities to identify the type and number of equipment that would be operating on a typical 8-hour workday during the construction activities. We will also qualitatively evaluate health risks

associated with project construction activities based on consultation with Placer County Air Pollution Control District staff. In the event a quantitative analysis of construction health risks is required, an amendment to this scope and budget would be required to identify the level of effort that would be required to prepare the quantitative analysis.

An ICF air quality specialist will evaluate operational-related emissions using CalEEMod and operations and maintenance (O&M) data provided by the City. Project operations would facilitate the generation and conveyance of renewable energy. ICF will evaluate displaced GHG emissions associated with project operation based on facility size and anticipated output (e.g., kWh per year).

Biological Resources. An ICF biologist will review existing information provided by the City, including all biological and wetland information from Salix Consulting. After reviewing this information, the team will conduct a reconnaissance-level site visit to become familiar with the site and document existing conditions. As stated previously, protocol-level surveys and additional studies are not anticipated and we have assumed that the information contained in the documents provided by the City and gathered during the field visit will be adequate for preparing the biological resources analysis. The IS/MND biological resources section will contain a description of existing conditions, a regulatory setting section, impact analysis, and mitigation measures to reduce potentially significant impacts to a less-than-significant level.

Cultural Resources. ICF will review existing cultural resources information provided by the City, conduct an updated records search, and conduct a reconnaissance-level field visit to prepare the IS/MND cultural resources analysis. As stated previously, we do not anticipate the need to prepare a separate cultural resources report.

Assembly Bill 52 (AB 52), effective July 1, 2015, requires a lead agency to offer Native American tribes the opportunity to consult on CEQA documents. ICF understands that the City will consult with Native American tribes as needed to satisfy AB 52 requirements for the identification of Traditional Cultural Resources (TCRs), tribal input on impacts to TCRs, and if applicable, mitigation measures that would reduce impacts on TCRs to a less-than-significant level. ICF will use the tribal information provided by the City to summarize the TCRs present in the project area, to analyze the impacts of the project on TCRs, and to develop CEQA mitigation measures. The City will provide ICF with a written summary of their consultation efforts for inclusion in the IS/MND.

Noise. ICF will identify existing and proposed land uses near the project site and will describe existing noise conditions in the project area based on information from previous studies. Noise impacts will be based on information to be provided by the City that is assumed to include the quantity and type of construction equipment to be used, hours and duration of construction activities, and the hours and level of anticipated facility use. Construction noise will be evaluated using methods recommended by the U.S. Department of Transportation. Source data from similar projects and standard methods will be used to develop noise predictions for

comparison to applicable City noise standards. It is not anticipated that there will any noise associated with operation of the proposed project. As such no analysis of operational noise is anticipated.

The scope and cost estimate for this task assumes the following:

- ICF will submit the administrative draft IS/MND to the City for review and comment. After reviewing and incorporating the City's comments on the administrative draft IS/MND, ICF will prepare a camera-ready copy of the Public Draft IS/MND.
- Up to three (3) internal draft versions of the Draft IS/MND will be submitted to the City for review and comment. The internal drafts will be submitted electronically to the City with text in Microsoft Word format and graphics in PDF format. ICF will also submit a compiled PDF version (text and graphics) of the internal drafts.
- The City will be responsible for preparing the notices associated with publishing the Public Draft IS/MND.
- ICF will prepare 5 hard copies of the Public Draft IS/MND for the City's use along with a Web-ready electronic copy.
- ICF will prepare 15 hard copies of the summary and 15 accompanying CDs of the Public Draft IS/MND and deliver them along with the Notice of Completion to the State Clearinghouse for distribution to state agencies.

Task 3. Finalize MND and Mitigation Monitoring and Reporting Plan

Following a 30-day public review and comment period on the Public Draft IS/MND, ICF will prepare an administrative draft Final MND. It is assumed, given the scope of the project, that limited comments will be received on the Public Draft IS/MND and that no substantial revisions to the MND are required. ICF will finalize the MND by documenting the project's adherence to the public comment period as required by State CEQA Guidelines Section 15105 and disclose that no revisions to the MND resulted from the public comment period. If comments are received from the public and agencies that require a response, our team will review the comments and help prepare responses to comment letters. The MND will be revised (if necessary) to reflect responses to all written comments and oral comments.

This task also includes preparation of a draft mitigation monitoring and reporting program (MMRP) following applicable CEQA requirements. ICF will draft an MMRP describing how the City will ensure that the adopted mitigation measures will be implemented as required under Section 21081.6 of the California Public Resources Code. We will provide the draft MMRP to the City for review and comment. After reviewing and incorporating the City's comments on the administrative draft MND and MMRP, ICF will prepare a camera-ready copy of the Final MND.

The scope and cost estimate for this task assumes the following:

- The City will provide ICF with an electronic version of all public comments received on the Public Draft IS/MND.
- Up to two (2) draft versions of the Final MND and MMRP will be submitted to the City for review and comment. The internal drafts will be submitted electronically to the City with text in Microsoft Word format and graphics in PDF format. ICF will also submit a compiled PDF version (text and graphics) of the internal drafts.
- The City will be responsible for preparing and posting the Notice of Determination and paying the California Department of Fish and Wildlife filing fee.
- ICF will prepare 5 hard copies of the Final MND and a Web-ready electronic copy for the City's use.

Task 4. Manage Project and Attend Meetings

The purpose of this task is to attend meetings and effectively manage the above tasks. Team members will attend and participate in an estimated five (5) meetings. For purposes of the cost estimate, ICF has assumed attendance at one (1) public hearing for review of the environmental document.

ICF project management will be responsible for coordination activities, will maintain quality assurance/quality control (QA/QC) requirements for document preparation, and will monitor schedule and performance for all work tasks. Project management subtasks also include maintaining internal communications among ICF staff and with City staff through emails and frequent phone contact, as well as the preparation of all correspondence. ICF's project manager will coordinate internal staff, project guidance, and analysis criteria.

Proposed Schedule

ICF will commence work on the tasks described above immediately upon authorization and receipt of existing information from the City (expected to be August 2016). ICF anticipates approximately six (6) months will be required to complete the CEQA environmental clearance process, beginning in August 2016 and ending with the adoption of the IS/MND and MMRP in February 2017. A more detailed schedule can be provided if requested.

Cost Estimate

ICF has prepared a cost estimate based a time and materials basis and on the anticipated level of effort to review the existing documentation, prepare the required IS/MND, and attend project meetings to support the proposed project. The enclosed cost estimate (Table 1) lists the hours and rates for the ICF project team. ICF proposes to invoice monthly, on a time and materials basis.

Mr. Mark Riffey
June 24, 2016
Page 6 of 6

ICF looks forward to negotiating mutually acceptable terms and conditions. Please contact Sue Bushnell at (916) 752-0959 if you have any questions related to the scope of work or cost estimate contained in Table 1. We look forward to this opportunity to work for you on this project.

Sincerely,

A handwritten signature in cursive script that reads "Trina L. Prince".

Trina L. Prince
Contracts Administrator

EXHIBIT “B”

Table 1. Cost Estimate for Preparing an IS/MND for Phase 1 of Roseville Electric's Roseville Community Solar Project

Task	Employee Name	Project Role	Consulting Staff										Production Staff		Direct Expenses	Total Price
			Proj Dir	Sr Consult I	Sr Consult III	Sr Consult I	Assoc Consult II	Assoc Consult II	Proj Dir	Sr Consult II	Subtotal	Editor	Pub Spec	Subtotal	Labor Total	
Task 1. Review Existing Information and Attend Start-Up Meeting	Bushnell Bergtrak S	Project Manager	8								\$1,600			\$0	\$1,600	
Task 2. Prepare Draft IS/MND	Swift S	Planner	6	50	24	8	36	10	2	40	\$24,850	16	8	\$2,080	\$26,930	
Task 3. Finalize MND and Mitigation Monitoring and Reporting Plan			4	6	2	2	2	2		2	\$3,140	4	6	\$940	\$3,980	
Task 4. Manage Project and Attend Meetings			20								\$4,000			\$0	\$4,000	
Total hours			38	56	26	10	38	12	2	42		20	14			
ICF ESP 2016 Billing Rates			\$200	\$135	\$150	\$135	\$135	\$120	\$200	\$135	\$90	\$90	\$80			
Subtotal			\$7,600	\$7,560	\$3,900	\$1,350	\$5,130	\$1,440	\$400	\$5,670	\$33,590	\$1,800	\$1,120	\$2,920	\$38,510	
Direct Expenses																
523 02 Reproductions																
523 03 Equipment Rental																
523 04 Postage and Delivery																
523 05 Travel, Auto, Incl. Mileage at current IRS rate (.54/mile)																
Mark up on all non-labor costs and subcontractors:																
10%																
Direct expense subtotal																
Total price																
																\$37,445



COUNCIL COMMUNICATION

CC #: 7939
File #: 0900-03

Title: Douglas Substation - Professional Design Services Agreement
Contact: Ozro Corulli (916) 774-5586 ocorulli@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.22.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to authorize the City Manager to execute the attached professional design services agreement with the Jacobson James & Associates, Inc. to facilitate the design of substation foundations, storm water pollution prevention plan and periodic inspections. The total value of the agreement is not to exceed the amount of \$70,995.00

BACKGROUND

Douglas Substation was originally constructed in the 1960's. Most of the equipment is original and has reached the end of its useful life. Roseville Electric Utility recently completed the first phase of the rehabilitation including replacement of the substation's 12kV equipment. The second and final phase includes replacement of 60kV breakers, steel structures, control building, and transformer.

The following services are included in the scope of this agreement: Civil engineering design of concrete foundations for steel substation structures, control building, and 60/12kV transformer. Development of a storm water pollution prevention plan (SWPPP) and periodic onsite inspections during construction to verify SWPPP compliance.

Roseville Electric staff recently completed evaluating the submissions from RFP 07-025 and recommend entering into a professional design service agreement with Jacobson James & Associates, Inc.

FISCAL IMPACT

The fiscal impact of the professional design services agreement is \$55,175.00 with an additional \$15,820.00 of spending authority for inspection services in the case of construction delays for a total not to exceed amount of \$70,995.00. Funds are available in the Douglas Substation Rehabilitation Capital Improvement Project in FY2016/17.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The professional design services included in this agreement are not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Ozro Corulli, Power Engineer

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-377

Signed Agreement

RESOLUTION NO. 16-377

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND JACOBSON JAMES & ASSOCIATES, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding the substation founding design, SWPP creation and inspection project, by and between the City of Roseville and Jacobson James & Associates, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: Substation Foundation Design, SWPPP Creation and Inspection

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Jacobson James &
Associates, Inc., a California corporation ("CONSULTANT "); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of substation
foundation design, SWPPP creation and inspection; and

WHEREAS, CONSULTANT has prepared a proposal dated July 11, 2016, 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 "A." Total compensation shall not exceed seventy thousand, nine hundred ninety-five dollars (\$70,995).

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 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 cost of defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

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

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

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

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

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

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

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

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

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

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

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. Time is of the essence of this Agreement.

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

8. Prevailing Wage. CONSULTANT shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, CONSULTANT shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code the CONSULTANT shall forfeit as a penalty to the CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by the CONSULTANT or by any subcontractor under the CONSULTANT in violation of the provisions of the California 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. Moreover, CITY shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address: <http://www.dir.ca.gov/DLSR/PWD/Northern.html>. During the performance of this Agreement, CONSULTANT and its subcontractors, if applicable, shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONSULTANT is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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. 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.

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 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.

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 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.

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 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.

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

Michelle Bertolino
Electric Utility Director
2009 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Michael Clegg, PE
Jacobson James & Associates, Inc.
9083 Foothills Blvd., Suite 370
Roseville, CA 95747

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

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

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

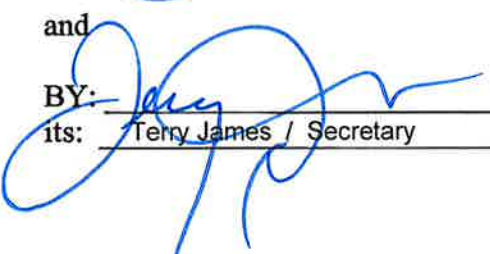
CITY OF ROSEVILLE, a
municipal corporation

JACOBSON JAMES & ASSOCIATES,
INC., a California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: Jan Jacobson / President

ATTEST:

and
BY: 
its: Terry James / Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

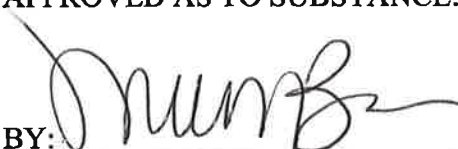
BY: 
MICHELLE BERTOLINO
ASD
8/17/14 Electric Utility Director

EXHIBIT “A”

JACOBSON | JAMES & a s s o c i a t e s , i n c

July 11, 2016

City of Roseville
Attention: City Clerk Department
311 Vernon Street
Roseville, California 95678

**Subject: Request for Proposal
Substation Foundation Design, SWPPP Creation and Inspection
RFQ #07-025**

City of Roseville:

Jacobson James & Associates, Inc. (JJ&A), along with our teaming partner, SAGE Engineers, Inc. (SAGE), are pleased to provide the enclosed proposal for *Substation Foundation Design, SWPPP Creation and Inspection* in response to Request for Proposal (RFP) #07-025. Enclosed with this cover letter are the following items in response to the RFP:

- Signature Requirements: Attachment A, PROPOSERS CERTIFICATION: This form is completed and signed by a Corporate Officer of JJ&A.
- Tab A through Tab E and Tab G through Tab I: Text, tables, figures, and resumes are provided to respond to the statements in each of the tabs indicated in Section 6.0 of the RFP.
- Tab F: Cost Proposal is provided in a separate sealed envelope.

The JJ&A team will provide the following services as described in the RFP:

1. Design of cement foundations for steel substation structures.
2. Design of cement foundation with containment pit for a 46MVA transformer (60kV/12kV).
3. Design of cement foundation for control building.
4. Develop a Storm Water Pollution Prevention Plan (SWPPP) for the project site and perform periodic site inspections for the duration of the project.

JJ&A and SAGE, both headquartered in Roseville, have formed an experience-proven team that has worked on several multi-disciplinary projects together. JJ&A has made its primary goal being the best environmental consulting firm in the area, above pursuing revenue or growth. This commitment drives all aspects of our practice, including the alignment of our storm water business practices with our clients and their specific needs.

SAGE is a professional engineering firm that specializes in water resources, hydropower, and infrastructure projects, providing clients with high-quality civil and structural design services and seamless client support.

environmental consultants

9083 Foothills Blvd., Suite 370, Roseville, California 95747

Ph. 916.367.5111 Fax 916.367.5110

Our team covers the full breadth of services requested in the RFP, and offers a deep bench of resources that can be utilized on the City's projects. Our team holds numerous licenses¹ and certifications² needed to support the scope of work indicated in the RFP. Resumes are provided in Appendix A.

JJ&A and SAGE are both California-Certified Small Business enterprises offering the storm water, geology, and engineering capabilities of a large firm, along with the service and convenience that comes from of a small one. We give special regard to job site safety, the environment and the communities, where we live and work.

JJ&A's primary contact for this work is Michael Clegg, PE. Mr. Clegg's contact information is provided below:

Jacobson James & Associates, Inc.
9083 Foothills Blvd, Suite 370, Roseville, California 95747
Office: (916) 367-5111 ext. 119 | Fax: (916) 367-5110
electronic-mail: MClegg@JacobsonJames.com

JJ&A and SAGE have built our professional reputations on offering superior client services and innovative solutions. We urge you to contact our references for an unbiased assessment of our capabilities, responsiveness, and dedication. JJ&A and SAGE are excited about the opportunity to work within our community for the City of Roseville.

Signed addendum One dated June 30, 2016 is provided in Appendix B of the enclosed proposal. If you have any questions regarding this proposal, please feel free to call Michael Clegg at (916) 367-5111, extension 149.

Sincerely,

JJ&A



Michael Clegg, PE
Senior Engineer

Enclosure

¹ Licenses include Professional Engineers (PE), Geotechnical Engineers (GE), Registered Professional Geologist (PG), Certified Hydro-geologist (C.Hg), and Certified Engineering Geologist (CEG).

² Storm water certifications include CESSWI, CPESC, CMS4S, CISEC, QSD, QSP (these acronyms are defined in the enclosed Proposal).

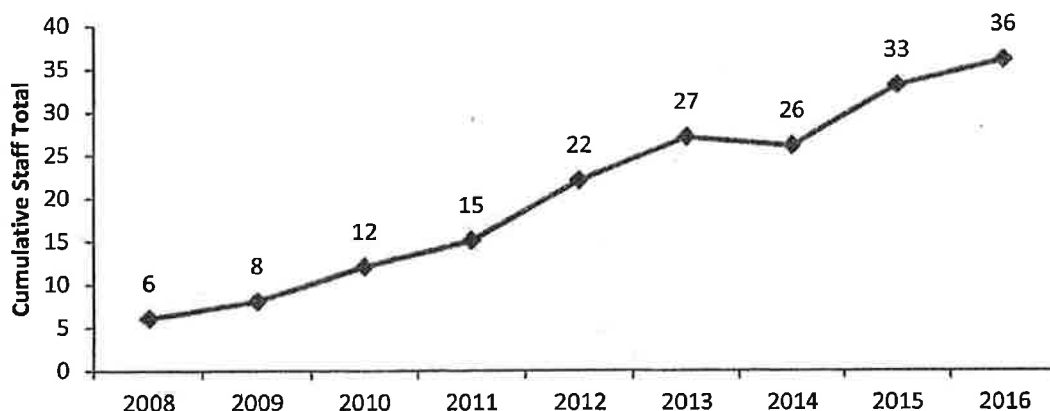
TAB A: FIRM QUALIFICATIONS

Jacobson James & Associates (JJ&A) and SAGE Engineers (SAGE) are pleased to provide the City of Roseville with our qualifications for Storm Water Pollution Prevention Plan (SWPPP) Creation and Inspection services and structural design services. JJ&A, as the prime consultant, will provide overall project management and coordination with the City and other stakeholders including communications (i.e., meetings and calls), preparation of meeting notes, deliverables and schedules. JJ&A will provide turn-key SWPPP; JJ&A's team member SAGE will provide structural design services related to the substation foundations. The scope of work is described further in Tab D. JJ&A and SAGE will participate in the design team kickoff meeting as well as conference calls and other communications needed during the design phase.

JJ&A, located at 9083 Foothills Boulevard in Roseville, is a certified small and woman-owned business focused on creating value for our clients with a reputation based on professionalism, diverse experience and commitment to quality. Specifically, our stormwater practice specializes on the utility industry in northern California. Our skill set and strategic location positions us to provide the City of Roseville with responsive, knowledgeable, professionally responsible and cost-effective storm water services. All Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) services will be performed by JJ&A staff that works and lives in, and around, the City of Roseville. The City of Roseville will have a direct line of communication with the decision makers at JJ&A ensuring full accountability, responsiveness and high-quality products.

JJ&A was established in January 2008 when Terry James and Jan Jacobson combined their consulting practices to provide storm water, water resource, and environmental consulting services. JJ&A has grown steadily since its inception, largely in response to repeat business and customer referrals. Our storm water practice is composed of ten (10) registered storm water professionals supported by storm water technicians (inspectors), GIS and database professionals. In addition, we have registered civil and environmental engineers, registered geologists and hydrogeologists, and biologists to support other City of Roseville needs.

**JJ&A Historical Staff Growth
2008 - 2016**



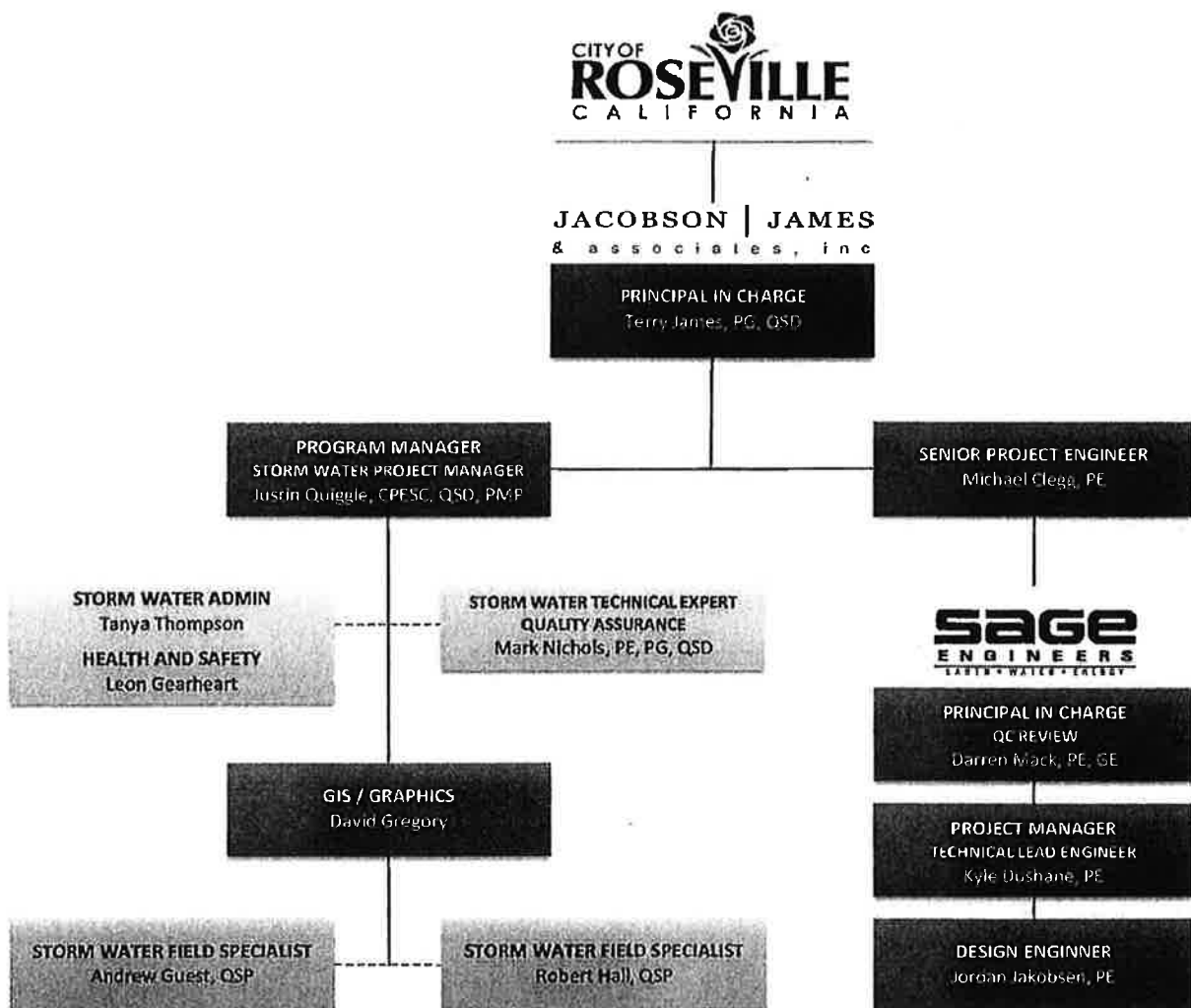
REQUEST FOR PROPOSALS

SUBSTATION FOUNDATION DESIGN, SWPPP CREATION AND INSPECTION FOR RFQ # 07-025

CITY OF ROSEVILLE - JULY 11, 2016

Headquartered in Roseville, CA, SAGE Engineers, Inc., (SAGE) is a multidiscipline professional engineering firm that specializes in water resources, hydropower, infrastructure, and asset management projects. For nearly 20 years, SAGE has been providing clients with high-quality civil and structural design services and seamless client support. As a California Certified Small Business, SAGE offers the engineering and geology capabilities of a large firm along with the convenience and nimbleness of a small one. SAGE gives special regard to job site safety, the communities, and the environments in which we work.

A firm organization chart is provided in Appendix B. An organizational chart illustrating lines of communication and general roles for the City of Roseville Substation Project is provided below.



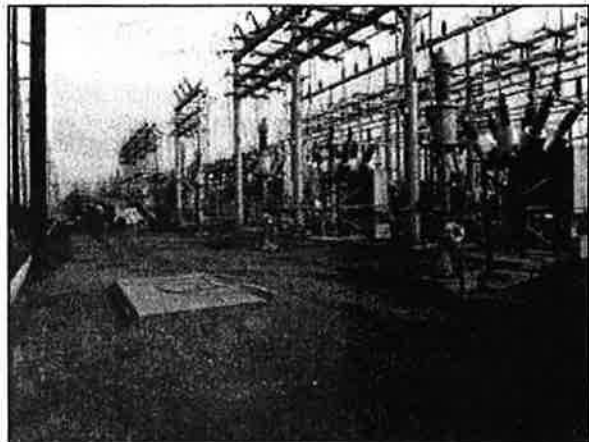
TAB B: EXPERIENCE AND REFERENCES

JJ&A has provided SWPPP Development and Inspection services on more than 250 storm water compliance projects since 2008 including industrial and construction (linear and traditional) storm water projects (many located within MS4s) throughout northern California; many of these projects were substation improvement projects, electrical distribution line projects, and electrical transmission line projects. JJ&A has provided QSD/QSP services on Traditional Risk Level (Type 1, Type 2, & Type 3), Linear Projects (LUP Type 1, LUP Type 2, and LUP Type 3) and industrial storm water programs. In addition, JJ&A has managed SWPPP Waivers (Erosivity Waiver), non-permitted Erosion and Sediment Control Plan (ESCP) projects, Caltrans Water Pollution Control Plans (WPCP), and maintenance exemption projects. SAGE has provided design services on complex utility projects and has the experience and capability to design the substation foundation for the City of Roseville. Project descriptions, similar to the City of Roseville project, completed by JJ&A and SAGE are provided below.

PROJECT EXPERIENCE

EAST NICOLAUS SUBSTATION 115/60 KV RELIABILITY PROJECT EAST NICOLAUS, CALIFORNIA (2013-2016)

Project Overview: JJ&A developed the SWPPP and managed the implementation and inspection of construction activities on a large multi-year/multi-phase substation upgrade project located in Sutter County, CA. Construction at the substation included replacing electrical distribution equipment and constructing a new Modular Protection and Automation Control building within the substation yard.



Value added: Since there were several towers outside of the substation yard that required replacement, JJ&A was able to obtain approval from the RWQCB to permit the project as an LUP Type 1 project which reduced the periodic inspection frequency (and significant associated costs) as compared to a Traditional Risk project.

Client Reference: Pacific Gas & Electric Company

Michael Wagoner, Environmental Management

Phone: (916) 201-2686



**VALLEY HOME BANK 2 SUBSTATION PROJECT
ESCALON, CALIFORNIA (2014-2015)**

Project Overview: JJ&A developed the SWPPP, performed all inspections, and conducted the BMP implementation activities on a large substation expansion project located in Stanislaus County, CA. Work at the substation included demolition of the existing control building, construction of an SPCC pond, doubling the size of the substation yard, construction of offsite and frontage drainage improvements, and installation of 115 kV equipment.

Value added: Since there were tubular steel poles outside of the substation yard that required replacement, JJ&A was able to obtain approval from the RWQCB to permit the project as an LUP Type 1 project which reduced the required periodic inspection frequency as compared to a Traditional Risk project. By performing all BMP installation and maintenance on the project, JJ&A was able to combine BMP maintenance and installation tasks with inspection tasks to minimize the turnaround time on corrective action items identified during inspections. JJ&A also obtained permission from the Water Board during the re-vegetation period to reduce the inspection frequency down to once per month and post rain-event only.

Client Reference: Pacific Gas & Electric Company

Stephen Diozsegi, Environmental Management

Phone: (209) 814-4504

LNG/CNG OPERATIONS CENTER PROJECT

ROCKLIN, CALIFORNIA (2016)

Project Overview: JJ&A developed the SWPPP and is currently providing all inspection and monitoring services, on a Risk Level 2 Traditional project located in Rocklin, CA. Site-work includes grading and paving of 1.5 acres of undeveloped land to construct a large steel canopy and associated support buildings.

Value added: JJ&A was brought on board early in the project planning process to assist with sequencing of the project to help minimize temporary BMP costs and phase the project so that permanent sediment reduction BMPs were constructed early during construction. JJ&A's proximity to the project allows for a very efficient and cost effective implementation of the monitoring and reporting requirements for the project.

Client Reference: Outback DVBE, Inc.

John Traugher, Senior Project Manager

Phone: (916) 764-0428



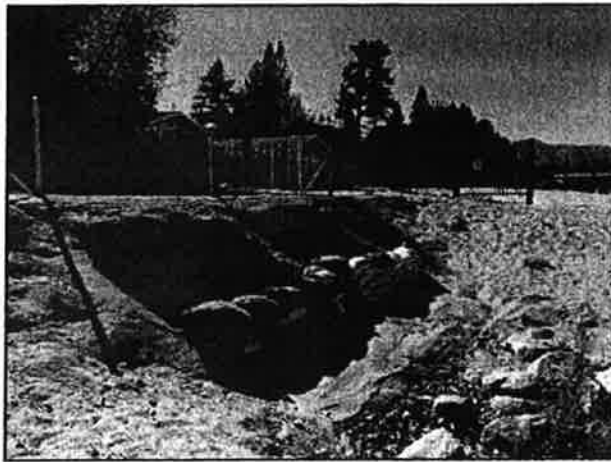


Project Overview: JJ&A developed the SWPPP and managed the implementation and inspection of construction activities and SAGE developed the structural design remedy related to a landslide that destroyed a portion of a canal system near Colfax, California. The emergency repair work required coordination with multiple regulatory agencies as well as public and private stakeholders. JJ&A developed and implemented

SAGE evaluated the geologic/geotechnical conditions of the failure area, and developed a repair procedure employing a rapid-setting, unreinforced cementitious fill to replace the slope materials lost in the canal failure. The cementitious fill created a stable subgrade for a new, 116-foot-long, reinforced concrete flume section, eliminating the need for significant personnel or equipment to work in proximity to the potentially unstable scarp created by the failure.

Client Reference: Pacific Gas & Electric Company
Isabella Johannes, Environmental Manager
Phone: (916) 923-7038

BIJOU CREEK CULVERT REPLACEMENT



SOUTH LAKE TAHOE, CALIFORNIA (2012-2014)

Project Overview: The Bijou Area is a complex regional storm water pump-and-treat system in a Federal Emergency Management Agency (FEMA)-mapped flood zone. While the issues were complex, the system applied standard construction techniques in a series to provide efficient water quality treatment and flood control in an effective and easily maintainable manner. A key component of project was a bypass storm water double box culvert, which maximized the efficiency of the system. The box culvert conveys upper watershed runoff through the highly developed

commercial core directly into Lake Tahoe.

The developed approach allowed for more effective treatment of the commercial area runoff, which enters the pump-and-treat system. The culvert discharges directly into Lake Tahoe on a barren beach; therefore, the outfall structure would potentially have a visual impact to pedestrians and boaters during normal lake water levels.

Value Added: Double box culvert system (Bijou Creek Drainage) separates the cleaner offsite run-on (Bijou Creek and upper watershed) from the more polluted onsite runoff (lower watershed). This separation of flows allows for the pump-and-treat system to target the highest constituent loaded runoff for treatment, thus providing better treatment efficiency.

SAGE worked closely with the City of South Lake Tahoe and other stakeholders to produce a design that had limited vertical presence and would incorporate site sands to match the color and texture of the surrounding beach. The design followed the Tahoe Regional Planning Agency (TRPA) ordinance and satisfied local land use regulations and environmental protection codes.

Client Reference: City of South Lake Tahoe

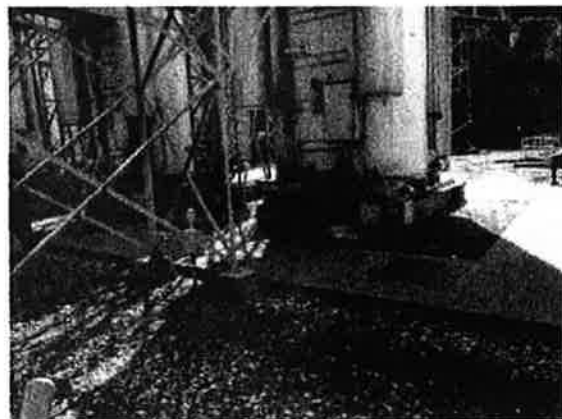
Sarah A. Hussong Johnson, Project Manager

Phone: (530) 542-6033

DUTCH FLAT OIL CONTAINMENT DESIGN PLACER COUNTY, CALIFORNIA (2013)

Project Overview: The purpose of the PG&E project was to replace the transformer banks, redesign the connection to the powerhouse, replace the bus support structures, and implement adequate oil containment for the new equipment.

Value Added: SAGE provided structural analysis, design and construction of structural foundations for the electrical bus structure, transmission line dead-end



structure, and secondary oil containment for the new transformer bank to be installed at the Dutch Flat 1 Powerhouse. The new structural slab for the transformer was designed for the 150,000 lb. transformer equipped with an integral oil containment system in conjunction with the client's Oil Spill Prevention Program (OSPP). The electrical bus structure was analyzed as a single degree of freedom structure with large foundational moments requiring iterative footing analysis to design both spread and combined footings. The dead end structure included electrical conductor tension analysis to evaluate the client's standard structure to select the preferred structural arrangement. A drilled pier foundation was also evaluated for the structure.

Client Reference: Confidential Utility Client



PIT 5 SWITCHYARD STORM DAMAGE REPAIR
SHASTA COUNTY, CALIFORNIA (2013-2016)

Project Overview: In late November 2012, the subject region experienced over 15-inches of rain in a 24-hour period, which led to significant debris flows that resulted in the evacuation of personnel from the powerhouse as well as damage to over 10 miles of access roads and powerhouse infrastructure. In particular, a large debris flow occurred on the slope above the switchyard, sending soil, mud, and rock debris into the switchyard below; threatening to undermine two critical transmission towers above.

Value Added: SAGE provided on-site evaluation, engineering/geologic consultation, and design services to the client for the emergency response effort to address storm-related damage to a powerhouse, facilities and related infrastructure, as well as long term improvements to mitigate damage from future storm events.

A rapid response was required to assess the damage, prioritize repairs, design short-term and long-term repair solutions that could be rapidly constructed with readily accessible materials for a remote site; and, restore safe access our client's personnel and a rapid return to service. SAGE performed emergency geotechnical and geologic reconnaissance; developed flexible repairs implemented at various locations and provided engineering oversight during construction of the repairs.

Specifically, the principal aspects of the work included:

- Leading the rapid response team to assess the damage by aerial and ground-based reconnaissance, and assess the stability of the slope;
- Documenting the observed damage and determining the most appropriate repair methods for the site;
- Designing interim repairs for stabilization of the undermined foundations for two critical transmission towers, which included soldier pile and tie-back retaining walls, and temporary slope protection (pond-liner) over the debris flow area;
- Designing permanent, redundant, improvements to the switchyard to restore function and mitigate against damage from future events while further evaluation and repairs to the slope above the switchyard were designed;
- Improvements within the switchyard consisted of debris retention (rock-fall drapery, catchment fence, retaining walls) and site drainage infrastructure (storm drains, ditches, trench drains);

- Performing alternatives analysis and designing permanent repairs to the slope above the switchyard; which included slope grading, installation of a steel bin wall, and slope protection measures comprising both riprap and high performance turf-reinforcement mat; and
- Providing engineering support and field observation services during construction.

Client Reference: **Confidential Utility Client**

PROFESSIONAL REFERENCES

We are providing professional references for JJ&A's Stormwater services below. These clients are familiar with our services and can provide candid and objective opinions regarding JJ&A and our project expertise.

- Industrial SWPPP: Willits Remediation Trust: Anne Farr, (916) 872.7291
- ICF International, Danielle Wilson, Manager: (916) 320.5459
- Outback DVBE, Inc., Dan O'Hara, Director: 415-559-1481

The following clients are familiar with SAGE's design services and can provide candid and objective opinions regarding SAGE and project expertise.

- Placer County Water Agency: Jon Mattson, 530.367.6702
- Turlock Irrigation District: Tou Her, Assistant General Manager, 209.883.8365
- Pacific Gas & Electric, Jack Ryan Naylor, Power Generation Engineer: 530.889.6471

TAB C: QUALIFICATIONS OF TEAM

MANAGEMENT AND ORGANIZATION

Terry James will operate as the Principal in Charge for this proposal and will provide a direct line of communication for the City of Roseville with a company owner. Mr. James has full contract authority and the responsibility to ensure appropriate resources are available to support the work described in the RFP. The JJ&A storm water team will be led by the Senior Project Manager, Justin Quiggle, who will also function as the Qualified SWPPP Developer (QSD) and point of contact for the stormwater portion of the project. Mr. Quiggle will be supported by a team of storm water professionals for the development of the SWPPP and implementation of the Construction Site Monitoring Program. Mr. Quiggle will manage and track progress of the work to ensure that JJ&A's execution meets, or exceeds, the City of Roseville's expectations and that the project maintains strict compliance with the Construction General Permit (CGP).

The assigned QSP's tasks include SMARTS administration, SWPPP training for site construction personnel, inspections and field oversight, documentation (e.g., Recordkeeping, Annual Reports and Notice of Termination (NOT)), communication with work crews and field supervisors, and field SWPPP (document) management.

In addition to the project level QSD/PM and QSP roles and responsibilities, project engineering/technical support and quality assurance support will be provided by Mr. Mark Nichols, P.E., P.G., QSD. A brief technical summary of team members, including specific information requested in the RFP, is provided below.

Terry James, PG, QSD (Principal-In-Charge): Mr. James is an owner and founder of JJ&A and will be the Principal-in-Charge for all storm water work conducted for the City of Roseville. Mr. James has 20 years of consulting experience, specializing in the management of complex environmental projects. Mr. James has a variety of experience working in complex regulatory frameworks and is certified storm water professional with an extensive background in the development, implementation, and management of industrial and construction storm water compliance programs.

Justin Quiggle CPESC, CISEC, QSD/QSP, PMP (Project Manager-In-Charge & QSD): Mr. Quiggle has been with JJ&A since 2012 and will be the Program Manager for all stormwater work conducted for the City of Roseville. Mr. Quiggle has 17 years of experience in construction management, storm water compliance, and implementation of BMPs on construction projects. Mr. Quiggle has developed and implemented construction storm water programs on hundreds of projects, consistently utilizing the most efficient and cost effective methods to maintain compliance with permits and client expectations. Mr. Quiggle has extensive experience working in Northern California and the Sierra Nevada Foothills as a QSD and/or QSP on utility, hydroelectric, pipeline, commercial projects, residential development, recreation area improvements and transportation projects.

Mark Nichols P.E., P.G., QSD/QSP (Project Quality Assurance): Mr. Nichols has been with JJ&A since 2009 and is a California registered Professional Engineer, Professional Geologist and QSD. Mr. Nichols has over 30 years of environmental consulting including primary responsibilities for SWPPP plan development/implementation. Mr. Nichols is expert in the design of traditional and innovative BMPs to mitigate storm water run-off. His experience includes work for governmental agencies, public utilities, and public corporations in Northern

California. Mr. Nichols has extensive experience with bid package development and review for compliance related bid specifications.

Andrew Guest, CPESC, QSD/QSP (Site Inspections/Technical Support): Mr. Guest has been with JJ&A since 2013 and is a biologist with over 13 years of experience in storm water management and biological/environmental disciplines. Mr. Guest's combination of biological, SWPPP and environmental management skills allow him to provide biologic oversight on projects in addition to his role as a QSP.

Robert Hall GIT, CESSWI, QSP (Site Inspections/Technical Support): Mr. Hall has been with JJ&A since 2011 and has over 9 years of experience in storm water compliance including 4 years working for the Central Valley Regional Water Quality Control Board. As a QSP he has extensive field experience conducting SWPPP inspections, water quality monitoring, and BMP implementation on Traditional and Linear Projects.

Michael Clegg PE (Project Manager): Michael Clegg, will act as the primary point of contact for City of Roseville and Single Point of Accountability (SPA) for the project performance. Mr. Clegg will oversee JJ&A and SAGE project teams and provide overall project management to ensure that communication between JJ&A, SAGE and the City of Roseville is maintained.

Darren Mack, PE, GE – SAGE Principal-in-Charge: Mr. Mack is a Principal Engineer with over 19 years of professional engineering experience, and is a registered Civil and Geotechnical Engineer in the State of California. His diverse background in both geotechnical engineering and civil/structural design makes him a true "geostructural" engineer. Mr. Mack's experience includes design of concrete hydraulic structures and other water conveyance structures, including shotcrete canal linings; hydropower facility design and rehabilitation; drainage facilities; and geotechnical investigation, including dam and large embankment evaluation (stability and seepage) and levee design per USACE and California DWR guidelines.

Kyle Dushane, PE – Senior Engineer (SAGE): Mr. Dushane has over 10 years of professional experience in civil/structural engineering, primarily servicing the power industry, and is a registered Civil Engineer in the State of California. Mr. Dushane specializes in design and project management of projects ranging from hydropower facilities, electrical and mechanical structural support systems, water conveyance structures, flow monitoring stations, flumes, canals, spillways, retaining structures, and foundations for clients ranging from power generation agencies, irrigation districts, municipal, commercial, industrial, and private industries. He is adept at reviewing, monitoring, and meeting budgets and project schedules; conducting site visits; organizing internal engineering disciplines; and managing projects with limited site access and providing designs to address these constraints. Mr. Dushane's hands-on approach will promote quality projects, deliverables consistent with regulatory requirements, and services provided within schedule and budget constraints.

Jordan Jakobsen, PE – Senior Staff Engineer (SAGE): Mr. Jakobsen's professional experience in the structural engineering field includes structural analysis, construction review and oversight, and project management on various projects throughout Northern California. Mr. Jakobsen has specialized in the structural design of non-building structures such as canals, spillways, shoring, steel platforms, ladders, retaining structures, concrete fish ladders, foundations, and steel support systems.

Brief resumes of the team for this project are included in Appendix A.

JJ&A and SAGE key personnel assigned to this project with qualifications and roles are indicated in Table C1 below.

Table C1: JJ&A/SAGE TEAM Key personnel, Qualifications and roles

Key Team Member	Team Project Role	Qualified SWPPP Developer	Qualified SWPPP Practitioner	Health and Safety Specialist	Project Management and Coordination	Storm Water Compliance Support	Storm Water/Best Management Practice Training	Field Inspection Services and Support	Project Quality Assurance and Quality Control	Structural Engineering Design	Structural Design & Project Management
T. James, PG	Principal-in-Charge	◆	◆	◆	◆	◆	◆	◆	◆		
J. Quiggle, QSD	Storm Water Manager/QSD	✓	◆		✓	◆	◆	◆			
M. Nichols, PG, PE, QSD	Storm Water Engineer	◆	◆		◆	✓	◆	◆	✓		
A. Guest, QSP/QSD	Project QSP/Inspector	◆	✓				✓	✓			
R. Hall, GIT, QSP	Project QSP/Inspector		✓			✓	✓	✓			
M. Clegg, PE	Senior Engineer				✓			◆	✓		
D. Mack, PE, GE	Design QC and Review								✓	◆	◆
K. Dushane, PE	PM/Technical Lead									◆	✓
J. Jakobsen, PE	Design Engineer									✓	

Notes:

◆ = qualification for this project

✓ = a defined role for this project

JJ&A = Normal Font; SAGE = *Italic Font*

TAB D: PROJECT UNDERSTANDING

The City is rehabilitating the Douglas Electric Substation located at 90 N. Sunrise Avenue, northeast of the intersection of Douglas Boulevard and N. Sunrise Avenue. The existing substation is located on a relatively flat parcel, approximately 2 acres in size, within a mixed-use commercial center. The roughly-square shaped site is bounded by office buildings on the north, a hotel on the south, retail buildings on the east, and the Interstate-80 eastbound on-ramp on the west.

The rehabilitation project was broken up into two phases, with phase 1 (already completed) consisting of the replacement of 12kV distribution gear. Phase 2 of the project, which is the subject of this RFP, consists of replacing the 60kV equipment. The rehabilitation will include the addition of steel substation structures, a 46MVA power transformer, and a control building, on the south half of the substation site.

We understand that the City has already designed the project, including layout of the planned structures, but has requested a firm to design the foundations and provide applicable foundation plans and details (i.e., drawings) to be put out for bid along with the other construction documents prepared by others. In addition, since the entire site is over an acre, a Construction General Permit from the Regional Water Board and a Storm Water Pollution Prevention Plan (SWPPP) is required as part of the project and will require administration during the construction phase.

This section provides our understanding of what is required to provide design for the foundation plans and details for this project.

DESIGN IMPLEMENTATION

Our project team understands that the City will prepare general civil and electrical sheets for the project, including notes, layout (site, conduit, utility, etc.), plan and profile views, typical cross sections, site grading, drainage and erosion control, etc. The site layout plan will be provided in AutoCAD 2015 format for use in preparing the structural foundation drawings. The City will provide manufacturer data and drawings, including loading (equipment loads and structure reactions), along with a geotechnical report within 45 calendar days of notice to proceed. The required volume of the oil containment for the transformer will be determined by the City and provided so that we can determine the structure geometry. The information will provide all the required criteria needed for the structural foundation design. Any known site constraints which impact the design will be provided by the City. Grounding embed requirements should be provided.

At this point our team will review the data, drawings, reports, calculations, etc. provided by the City. Prepare draft designs by a California registered Civil Engineer of the reinforced concrete foundations for the new transformer, control building, and steel substation structures. Draft design drawings and supporting calculations in. The drawings are anticipated to include; site plan and notes, partial plans, sections and details. We will incorporate the review comments from the City into the drawings and calculations, where appropriate, and finalize the design. Technical specifications related to concrete will be included as notes on the structural drawing sheets. We understand revisions to drawings performed by others, to conform to our design drawings, will be performed by others.

This section provides our understanding of what is required to provide SWPPP Creation and Inspection services to support the City.

SWPPP IMPLEMENTATION

Storm events, by their very nature, are not fully predictable; construction project schedules can be fluid, resulting in last minute changes to storm water program needs. Based on these facts, storm water compliance work requires a level of responsiveness of the highest order. JJ&A has demonstrated responsiveness to our client's needs by efficiently coordinating multiple SWPPP inspection teams through the use of our internal scheduling and weather tracking software. We are able to put "boots on the ground" quickly throughout our geographic area for extended rain events. Our deep bench of dedicated storm water professionals can be quickly deployed when and where needed.

JJ&A understands that time is of the essence on storm water compliance; for the subject project (Roseville location) our response times will be measured in minutes. We also understand that storm water implementation and/or emergency conditions on sites may require rapid responses; again, our proximity to the site is an advantage for the project for both cost and technical reasons.

JJ&A has a thorough understanding of what it takes to select the best strategy for storm water compliance and ensure overall project success; unfortunately, the best possible strategy isn't successful if you don't get buy-in from the stakeholders (e.g., site workers and regulatory agencies). Proactive planning and communication are woven throughout all JJ&A projects and are the keys to keeping tasks on schedule and within budget. We have developed specific tools to ensure quality, consistency and efficiency across all aspects of the proposed work as described below.

- Well defined Team Responsibilities, including roles and responsibilities for all team members;
- Scope and Deliverables, including a description of project objectives and a summary of all tasks and deliverables;
- Storm Water Compliance Inspection Checklists;
- Weather forecast and rain event tracking database to ensure that all inspections are conducted in accordance with permit and agency requirements;
- A communication plan including frequency of meetings, conference calls, and status reports;
- Document Control protocols including electronic filing, peer reviews and file naming protocols;
- Quality Control protocols, including Standard Operating Procedures (SOPs), collection of QA/QC samples, and internal auditing to ensure quality objectives are met; and,
- Health and Safety Requirements: Site Specific Health and Safety Plan (HASP).

REGULATORY RELATIONSHIPS

JJ&A understands the regulatory framework that storm water compliance projects are conducted in and proactively develop professional relationships with regulatory agency personnel. We manage each and every project with the expectation that a regulatory inspection is imminent. Staff with JJ&A has worked with storm water staff from the Central Valley Regional Water Quality Control Board on many sites, conducted site walks with them and responded with requested documents. Our experience with the Central Valley Regional Water Quality Control Board has been positive; they have always been reasonable and we have always been responsive.

TAB E: PROJECT PLAN

STORM WATER PROGRAM WORK STEPS

Provided below is a description of specific tasks and documents that JJ&A will complete for the City of Roseville's Substation located at 90 North Sunrise Avenue in Roseville, California:

- Review of existing data: The QSD reviews plans, specifications, schedules, environmental and physical site setting, current and future operations, adjacent and nearby property activities, health and safety considerations, potential impact to the public and other available information (e.g., potential for soil contamination or hazardous materials, sensitive receptors, community issues) to develop a thorough understanding of the project;
- The QSD works with the City of Roseville project manager (or assigned project contact) to develop a detailed scope of work and schedule consistent with project budget;
- A site assessment is conducted to confirm permit needs (e.g., disturbed area calculations), identify specific challenges and develop technical solutions;
- Project specific calculations and design criteria are developed to support the storm water plan and documentations (e.g., risk calculation, Best Management Practice (BMP) design, monitoring parameters);
- Development of project SWPPP and associated documentation. Preparation of a SWPPP, consistent with the California Stormwater Quality Association (CASQA) format, with all required elements (e.g., amendment logs, site maps, BMPs selection, calculations, etc.) including hard copy updates as needed to the field copy;
- Administration of SMARTS: JJ&A will provide the management of documentation and uploads to Storm Water Multiple Application and Report Tracking System (SMARTS) such as Notice of Intent (NOI), Change of Information (COI), Notice of Termination (NOT), Annual Reports, routine reports (photograph and data uploads) and other related documents and uploads. The City will act as the property owner and Legally Responsible Party (LRP) to review, approve, and certify uploads;
- Field Inspections will be conducted primarily by A. Guest, QSP with R. Hall, QSP as an alternate. Field inspectors will ensure compliance with SWPPP and shall include routine and rain event triggered site inspections in accordance with the Construction Site Monitoring Program. Other site visits and inspections include post-BMP installation/maintenance inspections to confirm adequate storm water measures in place, corrective action follow-up inspections, meetings with regulators, quarterly non-storm water inspections, facility/project inspections due to changing conditions/operations, new sources (e.g., non-visible pollutant) or other activities that could affect the SWPPP implementation;
- Data collection (field and analytical testing) by the project QSP may be required depending on the permit requirements and in the event that a discharge occurs. Field testing is conducted on sites using calibrated field meters (e.g., pH and turbidity) to ensure BMPs are performing per design. On-site rain gauges, GPS units, I-Pad notebooks and other field equipment may also be utilized to collect site-specific data. Field and analytical data collection is conducted per Standard Operating Procedures to ensure data quality is acceptable. Analytical samples submitted to off-site laboratories are managed by strict chain of custody control and associated quality assurance/quality control procedures;

- Training of field crews and site workers responsible for BMP install/maintenance and inspections are completed by the QSP to ensure understanding of goals and objectives, proper field documentation is created and retained, site work is consistent with terms of permit and SWPPP and lines of communication are established and maintained;
- The stormwater technical expert (M. Nichols, PG, PE, QSD) will provide support to project design team to ensure compliance with the requirements for post-construction storm water management controls including recommendations on permanent structural controls and non-structural BMP's to meet required water-balance calculations; and
- Our GIS lead (D. Gregory) will create project graphics and infrastructure mapping. JJ&A's field team (QSPs) are experienced with high-accuracy field GPS units (e.g., SX Blue®) and our GIS/database team has extensive experience integrating field, and third party survey data, using the latest software systems to ensure accurate and high quality data deliverables and documents.

STRUCTURAL DESIGN SERVICES WORK STEPS

Provided below is a description of specific tasks and design services that team member SAGE will complete for the City of Roseville's Substation located at 90 North Sunrise Avenue in Roseville, California:

- The Technical Lead Engineer (Kyle Dushane, P.E.) and Design Engineer (Jordan Jakobsen, P.E.) will work concurrently to review the data, drawings, reports, calculations, etc. provided by the City;
- The Technical Lead Engineer (Kyle Dushane, P.E.) and Design Engineer (Jordan Jakobsen, P.E.) will participate in a design kickoff meeting to review the existing drawings and observe the actual site conditions/constraints.
- The Design Engineer (Jordan Jakobsen, P.E.) will prepare draft designs with support of California registered Lead Civil Engineer (Kyle Dushane, P.E.) of the reinforced concrete foundations for the new transformer, control building, and steel substation structures to be reviewed for Quality Assurance by Principal In-Charge of QC Review (Darren Mack, P.E., G.E.);
- Draft design drawings and supporting calculations in electronic (.pdf) format: anticipate up to four sheets: Sheet 1 for site plan and notes/specifications, Sheet 2 for partial plans, and Sheets 3 and 4 for sections and details.
- The Technical Lead Engineer (Kyle Dushane, P.E.) and Design Engineer (Jordan Jakobsen, P.E.) will participate in a conference call with the City to review the draft design documents (up to 2 hours for the conference call).
- The Technical Lead Engineer (Kyle Dushane, P.E.) and Design Engineer (Jordan Jakobsen, P.E.) will incorporate the review comments from the City into the drawings and calculations, where appropriate, and finalize the design.
- Final deliverables include one wet-signed and stamped set of the final foundation design drawings and a CD with electronic copies of the final drawings (AutoCAD 2015 format) and calculation report (.pdf).

ASSUMPTIONS

The following assumptions apply to the above scope of work:

- The City will prepare general civil and electrical sheets for the project, including notes, layout (site, conduit, utility, etc.), plan and profile views, typical cross sections, site grading, drainage and erosion control, etc. The site layout plan will be provided in AutoCAD 2015 (or similar) format for use in preparing the structural drawings.
- The City will provide manufacturer data and drawings, including loading (equipment loads and structure reactions), along with a geotechnical report within 45 calendar days of notice to proceed. The information provided will provide all the required criteria needed for the structural design.
- Any known site constraints which impact the design will be provided by the City. Grounding embed requirements should be provided.
- The City will provide any City-specific design standards applicable to the project within 45 calendar days of notice to proceed.
- The City will provide drawing templates in AutoCAD 2015 (or similar) format within 45 calendar days of notice to proceed.
- Technical specifications related to concrete will be included as notes on the structural drawing sheets. Standalone technical specifications will not be provided.
- Revisions to drawings performed by others, to conform to our design drawings, will be performed by others.
- The required volume of the oil containment for the transformer will be determined by the City and provided so that we can determine the structure geometry.
- No site visits by the structural design team, other than for the initial design kickoff, are anticipated.
- Engineering support services during the bidding and construction phases of the project are not included.
- BMP installation (erosion and sediment control measures) to be procured, installed and maintained by others (e.g., construction crew).
- Daily BMP inspections to be conducted by a designated inspector (e.g., member of construction crew trained by QSP).
- There are no hazardous materials or waste (non-visible pollutants) present in stormwater.
- An estimated 77 stormwater site inspections are anticipated between October 1, 2016 and November 1, 2017.
- Out of scope services (e.g., analytical testing of stormwater samples due to a spill) will be provided on a change order basis upon written authorization and as directed.

ESTIMATED SCHEDULE

A final project schedule will depend on the date we receive a notice to proceed and the necessary design information identified above. Based on our understanding of the project we have provided the following potential milestone durations derived from the RFP. It is noted that the project is scheduled to begin October 1, 2016 through November 1, 2017. This preliminary schedule requires that the task milestones noted below be achieved near the beginning of the durations noted to allow for an October 1, 2016 start date.

Description	Estimated Milestone Duration or Date
Obtain Notice to Proceed	August 17, 2016
Obtain Required Design Information from the City	Within 45-Days of Award
Submit Draft Design	Within 20-Days After Receipt of Data
Submit Final Design	Within 10- Days After City Approval
Request SWPPP Information from the City	Within 20-Days of Award
Obtain Required SWPPP Information from the City	Within 30-Days of Request
Submit Draft SWPPP for Review	Within 20-Days After Receipt of Data
Submit Final SWPPP	Within 15-Days After City Approval
Submit SWPPP to State and Procure Permit	September 23, 2016
Draft Review Meeting (prior to construction start)	September 29, 2016
Kickoff and Training Tailboard	October 1, 2016
Construction Duration/SWPPP Implementation	October 1, 2016 – November 1, 2017
Submit Annual SWPPP Reports to State	July 1, 2017 and November 30, 2017 ¹
Submit Notice of Termination	November 1, 2017
Project and permit Close Out	November 30, 2017
Contingency for SWPPP Implementation	Through May 1, 2018

¹ Assumes a November 1, 2017 completion date.

COST PROPOSAL

SUBSTATION FOUNDATION DESIGN, SWPPP CREATION AND INSPECTION

CITY OF ROSEVILLE RFP 07-025

TASK	DESCRIPTION	UNIT	QUANTITY	COST	COST SUMMARY
Task 1	Structural Design Services	LS	1	--	\$ 23,570.00
Task 2	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	--	\$ 7,350.00
Task 3	Site Inspections & Monitoring (October 2016 through October 2017)	Site Visit	77	\$ 315.00	\$ 24,255.00
As Required	Additional Monitoring periods due to delays (November 2017 through May 2018)	Monthly (all inclusive)	7	\$ 2,260.00	\$ 15,820.00
TOTAL PROJECT NOT-TO-EXCEED PRICING					\$ 70,995.00

JACOBSON | JAMES
 & ASSOCIATES INC



COUNCIL COMMUNICATION

CC #: 7929
File #: 0203-05

Title: Regional Radio Communications System - Memorandum of Understanding
Contact: Karl Grover (916) 774-5145 kgrover@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.23.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve the Memorandum of Understanding (MOU) with Sacramento Regional Radio Communications System (SRRCS) in order to enhance Roseville Police and Fire Departments' ability to communicate even through primary and backup 800MHz radio system failures.

BACKGROUND

The 800MHz radio system is the primary means of radio communication for most City departments. Staff recently discovered the potential for a gap in communications should the primary 800MHz radio system become completely unavailable for service with Police and Fire backup systems unavailable as well. The primary and backup systems share dependencies so, although such a scenario is extremely unlikely, it exposes a potential gap in Police and Fire's ability to communicate.

SRRCS is a network of radio communications equipment that supports a regional public safety/public service partnership. It provides a two-way voice radio communications capability for emergency and routine business purposes throughout Sacramento County and neighboring areas. SRRCS is maintained and operated by the County of Sacramento under the direction of the County's Chief Information Officer. The system is administered and maintained by the County's Department of Technology.

Staff contacted SRRCS as Sacramento's 800MHz radio system has the coverage and capacity to allow for Roseville Police and Fire to use its system given this scenario. In addition, all Roseville Police and Fire personnel have 800MHz radios that can communicate on Sacramento's system.

SRRCS responded it is able and willing to provide this backup service to Roseville and would do so through a MOU. The majority of the MOU's contents have been in practice since 2005 with the exception being the backup service to Roseville.

FISCAL IMPACT

There is no fiscal impact as SRRCS will provide this backup service at no cost. In addition, all Police and Fire 800MHz radios already have the ability to communicate on the resources that Sacramento would provide so no additional Staff time is necessary.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable. There are no jobs created in this agreement.

ENVIRONMENTAL REVIEW

The is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Karl Grover, Information Technology Network Analyst

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-370

SRRCS-Rsvl MOU Final June2016

RESOLUTION NO. 16-370

APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO REGIONAL RADIO
COMMUNICATIONS SYSTEM AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding regarding a Reciprocal Mutual Aid Agreement, between the City of Roseville and Sacramento Regional Radio Communications System, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said memorandum of understanding 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

Memorandum of Understanding

Reciprocal Mutual Aid Agreement

THIS AGREEMENT is made and entered into as of this ____ day of July, 2016, by and between the SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM, hereinafter referred to as "SRRCS", and the CITY OF ROSEVILLE, herein referred to as "Roseville".

RECITALS

- A. SRRCS operates an 800MHz SmartZone, and an 800MHz P25 radio system that provides two-way radio coverage in the Sacramento Region.
- B. Roseville operates an 800MHz SmartNet radio system that provides two-way radio coverage in the City of Roseville.
- C. SRRCS and Roseville are neighboring governments that own a Motorola trunked radio system. Both agencies agree to the following terms:
 - 1. A block of 3,000 active SRRCS system IDs will be provided to Roseville at no cost.
 - 2. A block of 3,000 active Roseville system IDs will be provided to SRRCS at no cost.
 - 3. SRRCS will provide Roseville with the necessary system key(s) to program their radios on the SRRCS system. Roseville will follow all established SRRCS policies and procedures related to issuing system keys.
 - 4. Roseville will provide SRRCS with the necessary system key(s) to program their radios on the Roseville system. SRRCS will follow all established Roseville policies and procedures related to issuing system keys.
 - 5. During a catastrophic Roseville radio system failure where primary and backup systems are unavailable or during other agreed-upon times (i.e. testing), if the SRRCS resources are available, SRRCS agrees to provide Roseville two of their system-wide tactical talk groups using the current established SRRCS procedure for tactical talk group assignment. Upon Roseville's system return to normal service levels, Roseville Dispatch contacts Sacramento County Dispatch to release (2) STAC talkgroups for normal SRRCS usage. It is understood Roseville is unable to and cannot reciprocate the backup plan for SRRCS agencies.

1. COSTS

Roseville will not be charged by SRRCS for radio system resources and services covered by this agreement. Likewise, SRRCS will not be charged by Roseville for radio system resources and services covered by this agreement.

2. RESPONSIBILITIES OF EACH PARTY

Both SRRCS and Roseville will adhere to the other party's established policies and procedures as they relate to this agreement.

3. ACCESS REQUIREMENTS

This agreement does not cover accessing each other's physical radio sites and facilities.

4. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

5. TERMINATION

SRRCS reserves the right to terminate this agreement for any operational or business reason. Under normal circumstances SRRCS agrees to give Roseville a 30 day notice prior to terminating this agreement. Roseville agrees to give SRRCS a 30 day notice prior to terminating this agreement. All termination notifications must be in writing.

6. OWNERSHIP, MAINTENANCE, AND DISPOSAL OF EQUIPMENT

This agreement does not cover the ownership, maintenance, or disposal of equipment.

7. AMENDMENTS

No alteration, amendment, variation or waiver of terms of this agreement shall be valid unless made in writing and signed by all parties.

8. NOTICE

Any notice, demand, request, consent, or approval by either party is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO SRRCS:

Chief Information Officer
Department of Technology
County of Sacramento
799 G Street
Sacramento, CA 95814

TO Roseville:

Chief Information Officer
Information Technology Department
City of Roseville
401 Oak Street, Suite #404
Roseville, CA 95678

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

9. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

IN WITNESS HEREOF, the parties have executed this Agreement the date and year first written above.

For SRRCS:

For Roseville:

By: _____

Rami Zakaria
Chief Information Officer
Department of Technology
County of Sacramento

By: _____

Hong Sae
Chief Information Officer
Information Technology Department
City of Roseville



COUNCIL COMMUNICATION

CC #: 7953
File #: 0109-02

Title: Street Closure Request - Bikefest and Farmers Market - October 1, 2016
Contact: Jamie Hazen (916) 774-5978 jhazen@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.24.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager or his designee to approve street closures for the Bikefest and Farmers Market events on Saturday, October 1, 2016 as follows:

- Closure time: 6:30 a.m. – 3:00 p.m.
- S. Grant Street between Oak Street and Vernon Street
- Vernon Street between S. Grant Street and E. Washington Boulevard

BACKGROUND

Since 1994, PedalSafe, a community organization, housed within the Alternative Transportation Division, has conducted 22 bicycle safety events through the generous support of the local business community. Over the years, PedalSafe has been able to donate more than 2,980 helmets and 98 bicycles to children in our community. The first event was held at the Roseville Fire station. Since then, the annual event has been held at local elementary schools, until last year when Roseville Bikefest was moved to the Vernon Street Town Square. Roseville Bikefest 2016, the 23rd bicycle safety event, will again be held at the Vernon Street Town Square on Saturday, October 1, 2016.

Bikefest 2016 includes:

- Bicycle and helmet safety inspections
- Bicycle safety instruction
- Distribution of bicycle safety education materials
- Testing on skill and obstacle courses
- Entertainment and refreshments
- Free bicycle-related gifts
- Free helmets to qualifying children

The 300 block of Vernon Street will be closed due to relocating the weekly farmers market during the Bikefest event.

In addition to notifying residents and businesses directly impacted, we continue to distribute the "Downtown Roseville Area Street Closures" e-newsletter. Staff also submitted a Downtown Street Closure Notification letter to designated representatives of the Downtown Roseville Merchants, the Downtown Roseville Partnership and the Roseville Community Development Corporation.

FISCAL IMPACT

Funding for this event is included in the Public Works FY 2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of events in downtown area, the exposure could have a positive impact to the businesses in the downtown area.

ENVIRONMENTAL REVIEW

To safely accommodate the event requires temporary street closures. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Because the request for temporary street closures does not include the potential for a significant environmental effect, it is not subject to CEQA.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-386

RESOLUTION NO. 16-386

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING THE CLOSING OF SOUTH GRANT STREET AND VERNON STREET FOR
BIKEFEST AND FARMERS MARKET EVENTS

WHEREAS, City staff is requesting the closure of South Grant Street and Vernon Street for the Bikefest and Farmers Market events on October 1, 2016; and

WHEREAS, the Council desires to formally approve said request, with certain conditions,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the request to hold the Bikefest and Farmers Market events on Saturday, October 1, 2016, is hereby approved subject to the following terms and conditions:

1. The following streets may be closed to traffic between 6:30 a.m. and 3:00 p.m.:
 - a. South Grant Street between Oak Street and Vernon Street; and
 - b. Vernon Street between South Grant Street and East Washington Boulevard.
2. Adequate barriers and warning signs, as requested by the City Manager, shall be placed at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street.
3. All debris, booths, exhibits, or other materials resulting from the event shall be completely removed and the alleyway shall be reopened to traffic by 3:00 p.m. on the date of the event.
4. The City of Roseville shall notify in writing all businesses located on the streets to be closed of the event and the planned street closures not later than five (5) days in advance of the event.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:
NOES COUNCILMEMBERS:
ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 7932
File #: 0800-01

Title: American Disabilities Act Consulting - Professional Services Agreement Amendment
Contact: Dan Allen (916) 774-5741 dallen@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.25.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to execute a first amendment to the professional services agreement with Accessibility Consultants Incorporated (ACI) to perform a full accessibility assessment at both Maidu and Mahany ball field's associated parking lots and path of travel. The amendment increases the total value of the agreement from \$116,500.00 to \$120,500.00. Funding for this amendment is included in the ADA Compliance annual CIP, fiscal year 2016/17 budget.

BACKGROUND

In June of 2016 Council adopted a resolution authorizing the City Manager to execute a professional services agreement with Accessibility Consultants Incorporated to perform an ADA self-evaluation and a transition plan on City buildings and a number of City parks. The amended professional services agreement with ACI includes a full accessibility assessment at both Maidu and Mahany ball field's parking lots and associated path of travel.

The City of Roseville regularly performs operational performance assessments to ensure that we are operating as effectively and efficiently as possible, and that the City is adhering to all known existing and new laws and regulations. The purpose of this exercise is twofold: 1) to evaluate the City's compliance and practices as it pertains to Title II of the American Disabilities Act (ADA) and provide recommendations for areas of potential improvement; and, 2) establish the groundwork and baseline data for creating a facility and program transition plan through careful review and validation of existing operations and industry best practices.

FISCAL IMPACT

Total cost for this amended professional services agreement is \$120,500. Funding for this amendment is included in the ADA Compliance annual CIP, fiscal year 2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

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 (CEQA Guidelines §15061(b)(3)). Implementation of the ADA Consulting Professional Services Agreement to perform an accessibility assessment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-373

ACI first amendment to PSA

RESOLUTION NO. 16-373

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND ACCESSIBILITY CONSULTANTS
INCORPORATED, 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 ADA Self-Evaluation project, by and between the City of Roseville and Accessibility Consultants Incorporated, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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**

Project: ADA Self-Evaluation

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 Accessibility Consultants Incorporated, 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 June 1, 2016 ("Agreement") regarding the ADA Self-Evaluation; and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated August 1, 2016, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services; and

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay four thousand dollars (\$4,000), 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 one hundred twenty thousand, five hundred dollars (\$120,500).”

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

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

CITY OF ROSEVILLE, a
municipal corporation

ACCESSIBILITY CONSULTANTS
INCORPORATED, a California corporation

BY: _____
ROB JENSEN
City Manager

BY: Lisa A. Denham/West
its: President. Denham

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: [Signature]
its: Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
PAUL DIEFENBACH
Central Services Director

EXHIBIT "A"

QUOTE

**Accessibility Consultants
Incorporated**

To	City of Roseville Attention: Dan Allen 2005 Hilltop Cir ROSEVILLE CA 95747 USA	From	Accessibility Consultants, Inc.
Quote Number	QU-0002		
Date	August 1, 2016		
Expiry	August 31, 2016		

Description	Quantity	Unit Price	Tax	Amount USD
(Phase 3) Mahaney Baseball fields, including associated parking lot and path of travel leading to and around. - 1545 Pleasant Grove Blvd (at Woodcreek Oaks Blvd) Roseville, CA 95747	1.00	2,000.00	Tax Exempt	2,000.00
(Phase 3) Maidu Baseball fields, including associated parking lot and path of travel leading to and around. - 1550 Maidu Dr (off of Rocky Ridge Dr) Roseville, CA 95661	1.00	2,000.00	Tax Exempt	2,000.00
Subtotal				4,000.00
Total USD				4,000.00

Terms

Period of Performance - upon approval, ACI will incorporate the additional survey during the inspections of the Park Assessments.
Engagement Resources - ACI Staff will utilize the same resources to facilitate community involvement as previously defined by the Professional Service Agreement (Project: ADA Self-Evaluation).
Public Involvement: ACI will add the above listed "fields" into the Council meeting to engage the public with any concerns they may have as previously defined by the Professional Service Agreement (Project: ADA Self-Evaluation).
Out-of-Pocket Expenses/Invoice Procedures: all terms shall be the same as identified in the Professional Service Agreement (Project: ADA Self-Evaluation).

Registered Office: PO Box 1713, Lincoln, CA, 95648, United States



COUNCIL COMMUNICATION

CC #: 7964

File #: 0201 & 0201-01

Title: Year End FY2015-16 Budget Adjustments

Contact: Kathy Cullen (916) 746-1306 kcullen@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.26.

RECOMMENDATION TO COUNCIL

City staff requests City Council adopt the ordinance approving the attached year-end FY2015-16 budget adjustments for both the City of Roseville and the Roseville Finance Authority.

BACKGROUND

After the end of the fiscal year, the Budget and Payroll divisions analyze each funds' 'Budget versus Actual' activity to identify those funds that need to be adjusted. In FY2015-16, a few line items in the budget have been identified that need to be adjusted. Expenditures and transfers requiring budget adjustments are summarized below as well as on the attached report.

FISCAL IMPACT

The effect of the year end budget adjustment on the identified funds is included on the attached report. The impact of the budget adjustments on the General Fund fund balance is a reduction of \$9,700, which will be funded with unspent General Fund revenues. Those adjustments that affect the General Fund are identified in items 2, 3 and 16 below. The impact to the non-General fund balances is also included on the attached analysis and various by department. A comprehensive look at budget to actual for all funds as of the end of FY2015-16 will be presented in the year-end performance report, which we anticipate having available for review in late 2016. The following is a summary of the items included in the attached budget adjustment:

CIPs:

1. 90006-6130/069008-45 - Radio Tower-West Plan project increase of \$9,100 from the Public Facilities fund . The budget adjustment for this project is for the V-calm sign on Fiddymont Road. These expenditures were budgeted in FY2014-15, but the project was not completed during that fiscal year and was not rolled forward. The expenses were incurred in FY2015-16. The project is now complete and closed.

2. 20001-6130/072501-45 - Radar Speed Limit Signs project increase of \$10,000 from the General Fund. The project was funded by a Local Community Benefit Committee. The revenue for this project was received in FY2014-15, but not spent until FY2015-16. Although the funding

was specifically for funding the radar speed limit signs, no budget authority was granted at the time of the expenditure.

ORG Keys:

3. 09806-8145 - RFA Rental 316 Vernon increasing by \$1,200 from the General Fund for continuing disclosure requirements related to the bond issuance to fund the building at 316 Vernon Street.

4. 00216-8001 - Technology Fee Replacement expenses increasing by \$75 for bad debt that was incurred but not budgeted. The expenses were for a returned check for plan check fees.

5. 00216-8105 - Technology Fee Replacement expenses increasing by \$135 for interfund loan interest paid to PFF for the new permit system due to a higher actual interest rate than what was assumed in the budget.

6. 00272-8130 - RFA Debt service expenses increased by \$287,100 for cost of issuance fees for the refunding of RFA 2006 A & B series. The cost of issuance is paid directly by the CFD districts.

7. 00470-8992 - Wastewater fund is a non-cash entry of \$11,500 to remove the Wastewater funded balance for project 989001 'Citywide GIS' from work in progress. This entry does not impact the Wastewater fund balance.

8. 00480-8992 - Water fund is a non-cash entry of \$11,100 to remove the Water funded balance for project 989001 'Citywide GIS' from work in progress. This entry does not impact the Water fund balance.

9. 00490-8989 - Electric Operations fund expense increase of \$226,000 for the annual accounting for the loss of the disposal of assets that were removed from service during FY2015-16. These include poles, risers, meters, transformers, and other similar equipment. This is a common practice that is done during the year end close process.

10. 00490-8992 - Electric Operations fund non-cash entry of \$15,000 to remove the Electric funded balance for project 989001 'Citywide-GIS' from work in progress. This entry does not impact the Electric fund balance.

11. 00503-8002 - Central Stores increase in expenses of \$30,000 for inventory adjustments true-up the system to match the physical inventory. in FY2013-14, the true-up of inventory was a decrease in expense of \$30,000, so this year's true up offsets the prior year entry.

12. 00793-8030 - South Placer City Tourism BID increase of \$1,900,000, which is pass-thru funding that is offset with revenue from the hotel BID payments.

13. 03111-5140 - Workers' Compensation increase of \$132,500 as a result of a higher amount of Workers' Comp claims than what was budgeted.

14. 03118-4220 - Post-Retirement Insurance increase of \$80,000 due to an increase in the number of retirees, which resulted in higher retiree medical costs than budgeted. This amount is offset by transfers in from the Electric fund.

15. 03118-4025 - Post-Retirement Insurance increase of \$80,000 due to an increase in the

number of retirees, which resulted in higher retiree medical costs than budgeted. This amount is offset by transfers in of \$40,000 from Water and \$40,000 from EU Engineering.

TRANSFERS:

16. TO: 00100-3900 FROM: 03118-8900 \$1,500. This is a transfer from the Post-Retirement Accrual Fund to the General Fund for corrections of retiree reimbursements.

17. TO: 00310-3902 FROM: 00238-8902 \$5,000. This is a transfer from the Park Development Stoneridge Fund to the General CIP Rehab Fund to cover the increased cost in the shade structure rehab project.

18. TO: 00310-3902 FROM: 00440-8902 \$7,000. This is a transfer from the Transit Fund to the General CIP Rehab Fund to fund Transit's portion of the Corp Yard HVAC and HVAC controls projects.

19. TO 00310-3902 FROM: 00442-8902 \$1,500. This is a transfer from the Transit Project Fund to the General CIP Rehab Fund to pay for a painting project.

20. 03118-3900 FROM: 00227-8900 \$200. This is a transfer from the UEC Fund to cover retiree medical costs that were more than budget.

21. 03118-3900 FROM: 00490-8900 \$80,000. This is a transfer from the Electric Operations Fund to increase in # of retirees & related retiree medical costs.

22. 03118-3900 FROM: 00485-8900 \$46,000. This is a transfer from the EU Engineering Fund to increase in # of retirees & related retiree medical costs.

23. 03118-3900 FROM: 00480-8900 \$40,000. This is a transfer from the Water Fund to increase in # of retirees & related retiree medical costs.

24. 03118-3900 FROM: 00502-8900 \$15,000. This is a transfer from the Auto Replacement Fund to increase in # of retirees & related retiree medical costs.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this request will not create any new jobs.

ENVIRONMENTAL REVIEW

This budget adjustment is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Kathy Cullen, Budget Manager

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5733

Year End Budget Adj

ORDINANCE NO. 5733

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FY2015-16 BUDGET
AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY COUNCIL OF THE CITY OF ROSEVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2015-16, is hereby amended by transferring an additional appropriation to and from the activities indicated below:

Year-End Budget Adjustments, as listed on attached list.

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 conspicuous locations in the City and 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**Year End Budget Adjustment
Fiscal Year 2015-16**

CIP Projects:

ORG Key	Object	Project Project #	Activity	Project Name	Fund	Adjustment \$ Amount	Justification	Impact on General Fund balance	Impact on non- General Fund balance
1	90006	6130	069008	45 Radio Tower - West Plan	222	\$9,100	16. Expenses for the V-calm sign on Fiddymont road were not expended in the year in FY2014-15, when it was budgeted and the budget was not rolled forward. Instead the approved project was completed in FY2015.	---	-\$9,100
2	20001	6130	072501	45 Radar Speed Limit Signs	100	\$10,000	Funds were received from a Local Community Benefit Committee and spent on radar speed limit signs, however, no budget authority was granted at the time of the expenditure.	-\$10,000	---

**Year End Budget Adjustment
Fiscal Year 2015-16**

ORG Keys:

Org Key	Object	ORG Key Name	Fund	Adjustment Amount	Justification	Impact on General Fund balance	Impact on non- General Fund balance
3	09806	8145 RFA Rental 316 Vernon	100	1,200	Continuing disclosure documents	-\$1,200	---
4	00216	8001 Technology Fee Replacement	216	\$75	Bad Debt expense	---	-\$75
5	00216	8105 Technology Fee Replacement	216	\$135	Debt Service	---	-\$135
Subtotal - Impact on Technology Fee Replaceme							-\$210
6	00272	8130 RFA Debt Service	272	\$287,100	Cost of issuance fees for RFA 2006 A & B series.	---	-\$287,100
Subtotal - Impact on RFA Debt Service							-\$287,100
7	00470	8992 Wastewater	470	\$11,500	Fixed Asset offset - CIP	---	---
8	00480	8992 Water	480	\$11,100	Fixed Asset offset - CIP	---	---
9	00490	8989 Electric Operations	490	\$226,000	Loss of disposal of assets	---	-\$226,000
10	00490	8992 Electric Operations	490	\$15,000	Fixed Asset offset - CIP	---	---
Subtotal - Impact on Electric Operations							-\$226,000
11	00503	8002 Central Stores	503	\$30,000	Inventory Adjustment to the Central Stores Warehouse to true up IFAS to the physical inventory counts.	---	-\$30,000
12	00793	8030 So Placer City	793	\$1,900,000	Pass Through funding-offset with revenue.	---	---
13	03111	5140 Workers compensation	500	\$132,500	WC Claims were higher than budget	---	-\$132,500
14	03118	4220 Post Retirement Insurance	500	\$80,000	Expenditures due to inc in # of retirees & related retiree medical costs. Offset by transfers in.	---	\$0
15	03118	4025 Post Retirement Insurance	500	\$80,000	Expenditures due to inc in # of retirees & related retiree medical costs. Offset by transfers in.	---	\$0
Subtotal - Impact on Post Retirement Insurance Fund (offset by transfers in)							\$0
Grand Total General Fund Impact of CIP & ORG key adjustments							-\$11,200

Year End Budget Adjustment
Fiscal Year 2015-16

Transfers:

TO Fund			FROM fund			Adjustment	Reason
Org	Object	Desc	Org	Object	Desc	\$ Amount	
16	00100	3900 General Fund	03118	8900	Post-Retirement Accruals	\$1,500	Corrections of retiree reimbursements
17	00310	3902 General CIP Rehab	00238	8902	Park Dev Stoneridge	\$5,000	Increase in transfer to cover shade structure rehab project
18	00310	3902 General CIP Rehab	00440	8902	Transit	\$7,000	Increase in transfer to cover Corp Yard HVAC and HVAC controls projects
19	00310	3902 General CIP Rehab Post-Retirement	00442	8902	Transit Project fund	\$1,500	cover painting project
20	03118	3900 Accruals	00227	8900	UEC	\$200	Retiree medical more than budgeted.
21	03118	3900 Accruals	00490	8900	Electric	\$80,000	Transfers to cover expenditures due to inc in # of retirees & related retiree medical costs.
22	03118	3900 Accruals	00485	8900	EU Engineering	\$46,000	Transfers to cover expenditures due to inc in # of retirees & related retiree medical costs.
23	03118	3900 Accruals	00480	8900	Water	\$40,000	Transfers to cover expenditures due to inc in # of retirees & related retiree medical costs.
24	03118	3900 Accruals	00502	8900	Auto Replacement fund	\$15,000	Transfers to cover expenditures due to inc in # of retirees & related retiree medical costs.

Kathy Cullen 8/22/16
 Budget Manager

Marty Han
 Finance Director

City Manager



COUNCIL COMMUNICATION

CC #: 7952

File #: 0201-01 & 0721-05

Title: West Roseville Specific Plan Parcel W-81 Bike Trail, Segment 1 - Reimbursement Agreement and Budget Adjustment
Contact: Michael Dour (916) 746-1304 mdour@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.27.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the Reimbursement Agreement by and between the City of Roseville and Lennar Homes of California, Inc., a California Corporation, and adopt the resolution authorizing the City Manager to execute said agreement.
2. Adopt the ordinance for a budget adjustment allocating to this project West Roseville Specific Plan (WRSP) bike trail fees in the amount of \$531,547.

BACKGROUND

Pursuant to the WRSP Development Agreement and the conditions of approval for the Westpark Parcel W-17e/W-18e subdivision, the developer is required to construct a 1-mile long segment of multi-use trail within open space Parcel W-81. This project is part of the WRSP's comprehensive system of bike trails.

Most of the proposed trail is located within the 50' buffer adjacent to home sites being developed in Westpark Phase 3. There is, however, a segment of the trail that runs from north to south through Parcel W-81 to a connection to a future trail within the nearby KB Homes WRSP Parcel W-13 project.

Maps of the proposed trail work are provided as an attachment and attached to the proposed Reimbursement Agreement. Trail construction will begin immediately and is expected to be completed by the end of October 2016.

FISCAL IMPACT

The total estimated cost for design and construction of the trail is \$531,546.14. This includes costs for engineering design, construction, testing, inspections, and a 5% contingency that will be

used if unforeseen conditions are identified during construction. Staff has reviewed the supporting information, including the project estimates. The information provided by the developer supports the requested reimbursement, and the amount of reimbursement is consistent with the WRSP trail financing plan's original cost estimate for the project.

This work will be wholly funded through the WRSP Bike Trail Fund. This fund receives its money through the payment of bike trail fees upon the issuance of each residential building permit in the WRSP. There is sufficient money within the WRSP Bike Trail Fund to fund the requested budget adjustment. No general fund monies will be used for the project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on federal guidelines, there is one job created for every \$92,000 in direct government spending. This would result in the creation of almost 6 jobs.

ENVIRONMENTAL REVIEW

The City Council certified an Environmental Impact Report (EIR) and adopted Findings of Fact, Statements of Overriding Considerations, and a Mitigation Monitoring Plan for the West Roseville Specific Plan on February 2, 2004. The WRSP anticipated construction of the trail that is the subject of this reimbursement agreement. The project will comply with all applicable mitigation of the WRSP EIR.

Respectfully Submitted,

Michael Dour, Acting Alternative Transportation Manager

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Overview Map

Resolution No. 16-390

reimbursement agreement

Ordinance No. 5732

Budget Adjustment



Trail Overview Map - WRSP Parcel W-81 Segment 1

-  Proposed W-81 Trail
-  Existing Trails
-  Future Trails

RESOLUTION NO. 16-390

APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND
BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement regarding the West Roseville Specific Plan W-81 Bike Trail, Segment 1 Project, by and between the City of Roseville and Lennar Homes of California, 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; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

Project: WRSP Parcel W-81 Bike Trail, Segment 1

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by
and between the City of Roseville, a municipal corporation, ("CITY") and Lennar Homes of
California, Inc., a California corporation ("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 known as West Roseville Specific Plan Parcel W-18E and described as Assessor's Parcels Number 496-020-017 ("Property").

B. DEVELOPER has agreed to construct and install on the Property a Class I bike trail and has agreed to construct and install off-site Class I bike trail connections within Parcel 81 as shown within Exhibit "A" 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 five hundred thirty-one thousand, five hundred forty-six dollars and fourteen cents (\$531,546.14)

("Improvement Costs"), as more particularly set out in the breakdown of costs ("Breakdown of Costs"), Exhibit "B," 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:

DEVELOPER	\$ <u>0</u>
CITY	\$ <u>531,546.14</u>
TOTAL	\$ <u>531,546.14</u>

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 CITY's Class I bike trail Design/Construction Standards and approved Improvement Plans for Westpark Phase 4 Village 18E, prepared by MSA Engineering, dated November 6, 2015, Revision 2, dated November 2, 2015.
2. 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.

3. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs as follows:

a. Design, Engineering and Surveying Services. DEVELOPER shall submit monthly invoices for design, engineering, and surveying services provided in connection with the Public Improvements. 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.

b. Construction Costs. Once a month DEVELOPER shall prepare a request for partial payments for approval by CITY evidencing the construction costs for which reimbursement is to be provided in accordance with this Agreement. The estimate shall include the total amount of construction work completed and inspected and include the costs of any materials utilized in connection with the Public Improvements. CITY shall retain ten percent (10%) of such estimated value of the work completed and ten percent (10%) of the value of materials so estimated to have been furnished, delivered and unused or furnished and stored as partial security for the fulfillment of this Agreement by DEVELOPER. CITY shall pay monthly to DEVELOPER, while carrying on the construction work for the Public Improvements, the

balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of this Agreement. No such estimate or payment shall be required to be made when, in the judgment of CITY, the construction work is not proceeding in accordance with the provisions of this Agreement, or when in the judgment of CITY the total value of the work done since the last estimate amounts to less than three hundred dollars (\$300). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Final payment will be made within fifteen (15) working days following the expiration of the thirty-five (35) day lien period. The start of this period is the date the County Recorder files the notice of completion. Notwithstanding the foregoing, the retention monies described in this section, exclusive of stop notice withholds, shall be released in accordance with law.

4. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

5. 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," or "B" 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.

6. 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 7 of this Agreement.

7. Bid Documents. DEVELOPER shall prepare the bid documents for the Public Improvements. CITY shall review and approve the bid documents prior to the issuance of a notice of, and invitation to, bid by DEVELOPER. Bids shall be lump sum with an itemized unit summary to be used for additions and deletions only. CITY shall also review the bids received by DEVELOPER and shall approve DEVELOPER's selection of the most appropriate bid prior to the award of contract. All bids shall include prevailing wage rates. CITY shall have ten (10) working days to review the bids and, in the event the Department concludes the bids are unacceptably high and not to budget, to notify DEVELOPER of required modifications to the Public Improvements or the need to solicit additional bids. CITY shall provide DEVELOPER with an opportunity to review and comment on any proposal by CITY to modify the Public Improvements and shall give such comments fair consideration. Effective March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for the Public Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective April 1, 2015, no contractor or subcontractor may work on 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.

Furthermore, as required by SB 854, 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. Prevailing Wages. DEVELOPER shall comply with all applicable prevailing wage laws for services performed under this

Agreement. Additionally, DEVELOPER shall require its contractors and subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement.

9. 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.

10. 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

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

Workers' Compensation

Automobile Liability

LIMITS OF LIABILITY

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

Statutory

\$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 work 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.

11. Obligations Arising From Agreement. Neither the General Fund, nor any other fund or monies of CITY, except for the West Roseville Specific Plan Bike Trail Fund, 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

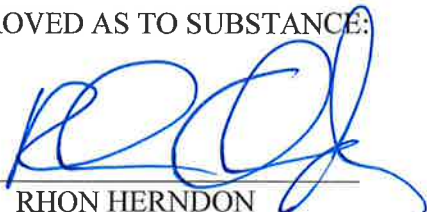
ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

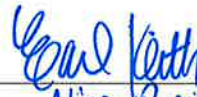
APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director

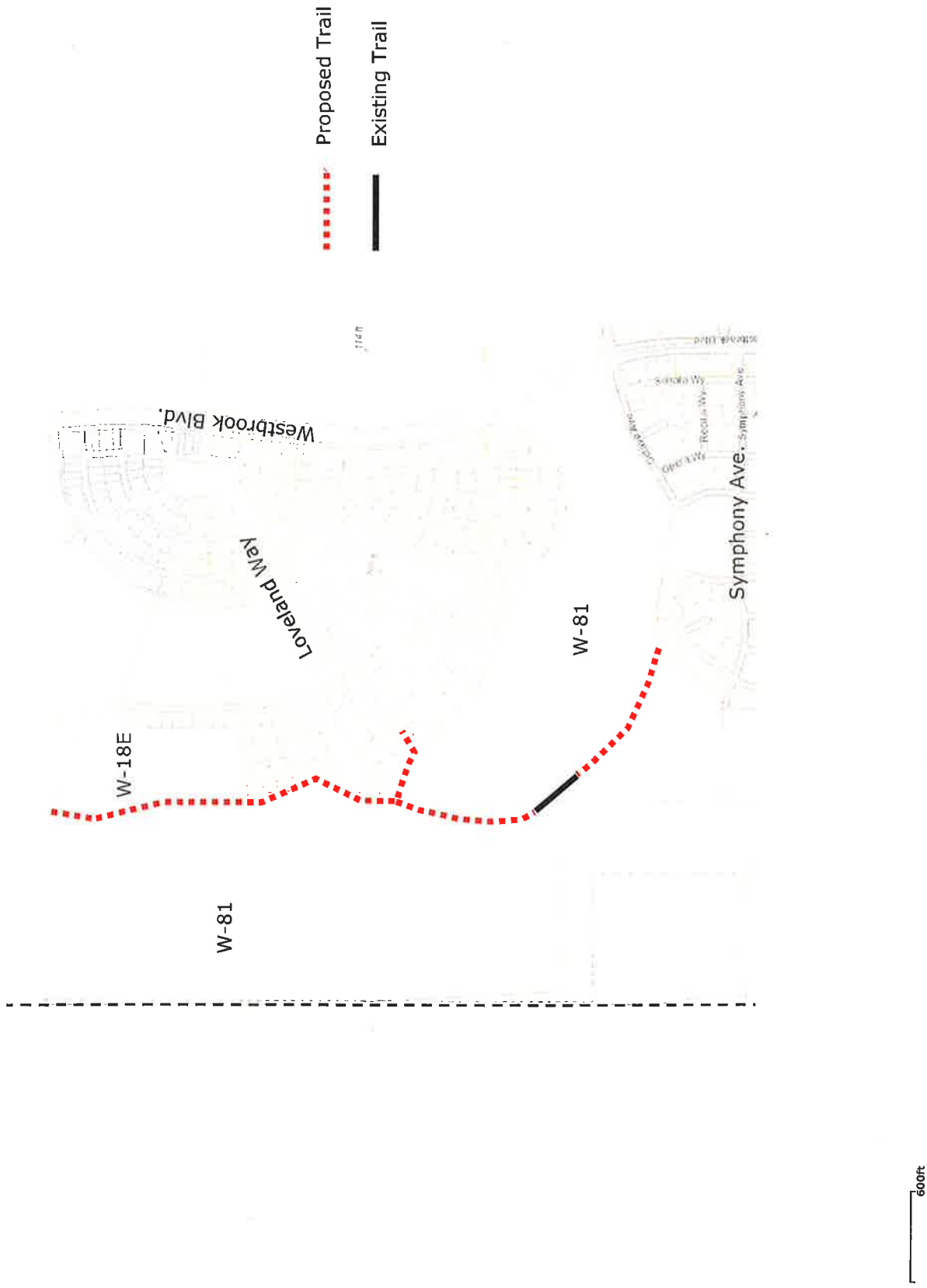
LENNAR HOMES OF CALIFORNIA,
INC., a California corporation

BY:  _____
its: _____

and

BY:  _____
its: Vice President

Public Improvement Map WRSP Parcel W-81 (Segment 1) Trail Project



WRSP PARCEL W-81 (SEGMENT 1) TRAIL PROJECT**A paved trail adjacent to Parcels W-17e and W-18e with connection through open space.**

Description	Quantity	Unit	Unit Price	Total
Path Adjacent to 18E & 17E				
2 "AC/8" AB (18E)	14,944	sf	\$ 3.05	\$ 45,579.20
2 "AC/8" AB (17E)	15,262	sf	\$ 3.05	\$ 46,549.10
3" DG Shoulder (18E)	2,871	sf	\$ 2.15	\$ 6,172.65
3" DG Shoulder (17E)	2,960	sf	\$ 2.15	\$ 6,364.00
4" AB Shoulder (18E)	3,100	sf	\$ 2.15	\$ 6,665.00
4" AB Shoulder (17E)	3,073	sf	\$ 2.15	\$ 6,606.95
Striping	1	ls	\$ 1,225.00	\$ 1,225.00
Post & Cable Fencing	3,172	lf	\$ 13.95	\$ 44,249.40
Final Grading/Walls by Kleary	177	lf	\$ 205.13	\$ 36,308.00
Rough Grading by DeSilva Gates	1	ls	\$ 8,035.00	\$ 8,035.00
Subtotal:				\$ 207,754.30
Drainage Facilities				
6" Drain Pipe	48	lf	\$ 35.95	\$ 1,725.60
12" Drain Pipe	33	sf	\$ 39.95	\$ 1,318.35
Subtotal:				\$ 3,043.95
Miscellaneous				
Bollards (stationary)	10	ea	\$ 715.00	\$ 7,150.00
Bollards (flexible)	5	ea	\$ 650.00	\$ 3,250.00
Pedestrian Barricade	1	ea	\$ 330.00	\$ 330.00
Subtotal:				\$ 10,730.00
Contingency (5%)				\$ 11,076.41
On-site Construction Subtotal:				\$ 232,604.66
Surveying (WR)				\$ 4,500.00
Design (WR):				\$ 3,000.00
Staking (MSA):				\$ 2,120.00
Plan Check/Inspection (5%):				\$ 11,630.23
Technology Fee (3% of Plan Check Fee):				\$ 348.91
On-site Engineering Subtotal:				\$ 21,599.14
On-site Total:				\$ 254,203.80

Open Space Path

Clear & Grub/Rough Grading	1	ls	\$	14,500.00	\$	14,500.00
Erosion Control & Monitoring	1	ls	\$	62,956.00	\$	62,956.00
2 "AC/8" AB (17E)	18,020	sf	\$	3.05	\$	54,961.00
3" DG Shoulder (18E)	3,627	sf	\$	2.15	\$	7,798.05
4" AB Shoulder (18E)	3,581	sf	\$	2.15	\$	7,699.15
Striping	1	ls	\$	750.00	\$	750.00
Post & Cable Fencing	3,598	sf	\$	13.95	\$	50,192.10
Subtotal:					\$	198,856.30

Miscellaneous

High Vis Temp Fencing	3,800	lf	\$	7.59	\$	28,842.00
Road Sign	2	ea	\$	490.00	\$	980.00
Pedestrian Barricade	1	ea	\$	330.00	\$	330.00
Subtotal:					\$	30,152.00

Contingency (5%) \$ 11,450.42

Open Space Sub-total \$ 240,458.72

Surveying (MSA): \$ 4,500.00

Design (MSA): \$ 10,500.00

Staking (MSA): \$ 9,500.00

Plan Check/Inspection (5%): \$ 12,022.94

Technology Fee (3% of Plan Check Fee): \$ 360.69

Open Space Engineering Subtotal: \$ 36,883.62

Open Space Total: \$ 277,342.34

GRAND TOTAL: \$ 531,546.14

LENNAR HOMES OF CALIFORNIA, INC.

CERTIFIED RESOLUTION

JUNE 3, 2016

The undersigned, Mark Sustana, as the duly elected, qualified and acting Secretary of **Lennar Homes of California, Inc.**, a California corporation (the "Corporation"), hereby certifies that:

1. **EARL KEITH** is a duly elected, qualified and acting Vice President of the Corporation, serving continuously in such capacity since his election on July 19, 2006; and
2. All actions, transactions and deeds by **EARL KEITH** in his capacity as Vice President, in the name of or on behalf of the Corporation be, and they hereby are, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Certified Resolution on behalf of the Corporation effective as of the date first written above.


Mark Sustana, Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 3rd day of June 2016, by Mark Sustana, as Secretary of Lennar Homes of California, Inc., a California, on behalf of the Corporation. He is personally known to me and did not take an oath.


NOTARY PUBLIC
State of Florida



LENNAR HOMES OF CALIFORNIA, INC.

CERTIFIED RESOLUTION

JUNE 3, 2016

The undersigned, Mark Sustana, as the duly elected, qualified and acting Secretary of **Lennar Homes of California, Inc.**, a California corporation (the "Corporation"), hereby certifies that:

1. **LARRY GUALCO** is a duly elected, qualified and acting Vice President of the Corporation, serving continuously in such capacity since his election on March 1, 2002; and
2. All actions, transactions and deeds by **LARRY GUALCO** in his capacity as Vice President, in the name of or on behalf of the Corporation be, and they hereby are, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Certified Resolution on behalf of the Corporation effective as of the date first written above.


Mark Sustana, Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 3rd day of June 2016, by Mark Sustana, as Secretary of Lennar Homes of California, Inc., a California, on behalf of the Corporation. He is personally known to me and did not take an oath.


NOTARY PUBLIC
State of Florida



ORDINANCE NO. 5732

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
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 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the West Roseville Specific Plan bike trail fees per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$531,547.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link:

Miscellaneous Budget Training Information.

REQUESTER*: Michael Dour

DEPARTMENT/DIVISION*: Public Works/Alt. Transp.

FISCAL YEAR/EFFECTIVE DATE*: 2017

PROPOSED COUNCIL DATE (if applicable): 09/07/2016

USE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
531,547	50012	6130	243	179007	45	WRSP Parcel W-81 Bike Trail, Segment 1
\$ 531,547	TOTAL					

SOURCE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
531,547			243			Available resources from WRSP Park Development/ Bike Trail Fund
\$ 531,547	TOTAL					

FINANCE USE

Approved:

Kathy Cullen 8/8/16

BUDGET MANAGER/DESIGNEE

DATE

Walter Haul

Finance Director

DATE

Justification for Budget Adjustment*:

Approval of the budget adjustment will facilitate construction of the WRSP W-81 Segment 1 Bike Trail, an approximately 1-mile long segment of trail that is planned as part of the West Roseville Specific Plan bikeway system.

Approved:

[Signature] 8-11-2016

REQUESTING DEPARTMENT HEAD / DESIGNEE

DATE

Approved:

CITY MANAGER

DATE



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link:

Miscellaneous Budget Training Information.

REQUESTER*: Michael Dour

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USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
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\$ 531,547	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
531,547			243			Available resources from WRSP Park Development/ Bike Trail Fund
\$ 531,547	TOTAL					

FINANCE USE	Approved:	8/8/16	
	<i>Kathy Cullen</i>		<i>Mark Hamel</i>
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director
			Date

Justification for Budget Adjustment*:

Approval of the budget adjustment will facilitate construction of the WRSP W-81 Segment 1 Bike Trail, an approximately 1-mile long segment of trail that is planned as part of the West Roseville Specific Plan bikeway system.

Approved:	8-11-2016	Approved:	
<i>[Signature]</i>			
REQUESTING DEPARTMENT HEAD/DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 7951

File #: 0201-01 & 0800-02

Title: Wastewater Treatment Plants Condition Assessment - Professional Services Agreement and Budget Adjustment

Contact: Edward Winston (916) 774-5566 ewinston@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.28.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt an ordinance approving a budget adjustment that will transfer \$600,000 from the Wastewater Rehabilitation Fund to the Wastewater Treatment Plants Condition Assessment Project (#163506). Staff also recommends City Council adopt a resolution approving a professional services agreement for the Condition Assessment Project in the amount of \$800,264 to Brown and Caldwell, and authorize the City Manager to execute it.

BACKGROUND

The City of Roseville Environmental Utilities Department (EUD) operates and maintains two regional wastewater treatment facilities; Dry Creek Wastewater Treatment Plant (DCWWTP) and Pleasant Grove Wastewater Treatment Plant (PGWWTP). Both treatment plants provide tertiary-level wastewater treatment and produce Title 22 disinfected tertiary recycled water. DCWWTP provides an average dry weather flow of approximately 9 million gallons per day and has a hydraulic capacity of 18 million gallons per day. PGWWTP provides an average dry weather flow of approximately 7 million gallons per day and has a hydraulic capacity of 12 million gallons per day.

The City participates in the South Placer Wastewater Authority (SPWA) which is comprised of three separate agencies: the City of Roseville, South Placer Municipal Utility District (SPMUD), and Placer County. The SPWA regional partners share in the costs of infrastructure replacement and expansions at the Dry Creek and Pleasant Grove Wastewater Treatment Plants.

Since 2000 Environmental Utilities has implemented a robust rehabilitation and replacement planning program. The program provides a qualitative and quantitative assessment of utility assets and forecasts funding requirements for both replacement and refurbishment needs. The City maintains a rehabilitation fund for these needs based on this model and forecast. An updated baseline condition assessment of major assets at the Dry Creek and Pleasant Grove Wastewater Treatment Plants will provide support to the rehabilitation programming in forecasting future capital improvements and funding needs for the City and its regional partners.

In April 2016 a revised solicitation for proposals for engineering services was made by the EUD to conduct a condition assessment of the DCWWTP and PGWWTP. Six proposals were received for the project. The proposals were evaluated by EUD staff and rated based on the evaluation criteria specified in the City's Request for Proposals document. Brown and Caldwell submitted the best value relative to the services provided and ranked highest. After further evaluation of the proposed work, a final scope of work was negotiated and included in the professional services agreement.

Project Work

The project work scope outlined in the Agreement includes engineering services to:

- 1) Conduct a condition assessment of the DCWWTP and PGWWTP. The assessment which will include multiple phases will provide the following:
 - a. Phase 1 Assessment: Conduct a desktop evaluation of readily available asset information such as age, construction material, type of service, maintenance records, and rehabilitation history.
 - b. Phase 2 Assessment: Perform visual inspections of assets and conduct interviews with plant Operations and Maintenance staff to assign condition and performance ratings to prioritized assets, and perform site reconnaissance in preparation for Phase 3 inspections.
 - c. Phase 3 Assessment: Perform more invasive physical inspections and tests on assets selected following the Phase 2 evaluations.
- 2) Provide a Repair, Rehabilitation and Replacement Plan including estimated timelines and costs, and;
- 3) Provide a comprehensive report of all findings and recommendations.

The scope of services also includes an allowance of \$200,000 to the professional services agreement to allow for any emergency repairs to any plant equipment identified as having potential to either compromise the health and/or safety of plant staff, or exposing the plant's operations to a vulnerability and/or compromised reliability that may result in a violation of the City's NPDES (discharge) permit. These repairs would be limited to existing facilities and would not be capacity increasing. The project work scope is anticipated to take 16-18 months to complete depending on the seasonal availability and maintenance schedules of plant process equipment.

Public Outreach

There will be no adverse impacts to the public since all the work would be located within the DCWWTP and PGWWTP Facilities. The Contractor shall coordinate all the work with the DCWWTP and PGWWTP staff to ensure that plant operations are not impacted.

FISCAL IMPACT

An estimated project budget of \$370,000 was approved in Fiscal year 15-16 for the condition assessment. The project scope was increased to include a multi-phased condition assessment at both DCWWTP and PGWWTP. With the revised scope, it was evident that the effort will require a substantial increase in budget.

Proposed Budget

Professional Services Agreement

Professional Services:	\$600,264
Emergency Repairs Allowance:	\$200,000

Subtotal..... \$800,264
Estimated Staff Labor/Materials.... \$142,000
Total Proposed Budget..... \$942,264
FY 15-16 Budget Remaining..... \$342,264
Proposed Budget Adjustment..... \$600,000

EUD staff is requesting the City Council to approve a budget adjustment for an additional \$600,000 in Wastewater Rehabilitation funds which will be necessary to fully fund total project costs. The total project budget will be funded by the Wastewater Rehabilitation Fund and South Placer Wastewater Authority (SPWA) partner agencies. The Wastewater Rehabilitation Fund has adequate funding to absorb this budget adjustment and not impact rate or connection fees. The proportionate project costs have been fully funded and authorized by the SPWA Board. Roseville and the Regional SPWA partners jointly share in rehabilitation project costs at the DCWWTP and PGWWTP. Roseville's cost share of the contract is 63.74% and the Regional Partners, Placer County and South Placer Municipal Utility District share in the remaining 38.53% of the cost.

ECONOMIC DEVELOPMENT / JOBS CREATED

The project will create up to 15 temporary engineering/inspection jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Edward Winston, Associate Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-387

Professional Services Agreement

Ordinance No. 5731

Budget Adjustment Form

RESOLUTION NO. 16-387

APPROVING A 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 professional services agreement for the Wastewater Treatment Plants Condition Assessment project, 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 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Wastewater Treatment Plants Condition Assessment

THIS 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 desires professional services consisting of condition assessments of
the Dry Creek Wastewater Treatment Plant (DCWWTP) and Pleasant Grove Wastewater
Treatment Plant (PGWWTP); and

WHEREAS, CONSULTANT has prepared a proposal dated August 5, 2016, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed eight hundred thousand, two hundred sixty-four dollars (\$800,264).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Prevailing Wages. As applicable if emergency repair work is required and performed under this Agreement, CONSULTANT shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, CONSULTANT shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code the CONSULTANT shall forfeit as a penalty to the CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by the CONSULTANT or by any subcontractor under the CONSULTANT in violation of the provisions of the California 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. Moreover, CITY shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address: <http://www.dir.ca.gov/DLSR/PWD/Northern.html>. During the performance of this Agreement, CONSULTANT and its subcontractors, if applicable, shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONSULTANT is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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 copies of

any insurance policy, with confidential information redacted. The failure to exercise this right shall not constitute a waiver of such right.

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

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

6. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

7. Time is of the Essence. Time is of the essence of this Agreement. CONSULTANT shall not be responsible for delays caused by the following circumstances, which are beyond its reasonable control: (1) strikes, lockouts, work slowdowns, or work stoppages of CITY employees, (2) acts of God, (3) failure of CITY to furnish timely information, and (4) faulty performance or nonperformance by CITY's employees or agents.

CONSULTANT shall not be liable for damages arising out of such delay, nor shall CONSULTANT be deemed to be in breach of this Agreement as a result thereof.

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 in accordance with generally accepted engineering principles and practices in effect at the time services are rendered.

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

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

Mike Harrison, PE
Brown and Caldwell
11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

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

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

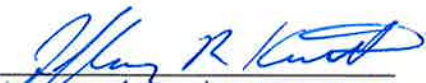
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____,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

CITY OF ROSEVILLE, a
municipal corporation

BROWN AND CALDWELL, a
California corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: 
its: JEFFREY R. KIVETT, VICE PRESIDENT

and

BY: 
its: ROBERT GOODSON, SECRETARY

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

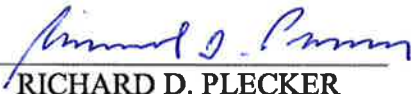
BY: _____
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT "A"

11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

T: 916.444.0123
F: 916.635.8805



August 5, 2016

Ed Winston
City of Roseville, Environmental Utilities
2005 Hilltop Circle
Roseville, CA 95747

Subject: Wastewater Treatment Plants Condition Assessment

Dear Mr. Winston:

Brown and Caldwell (BC) is excited to move forward with the City of Roseville and the Wastewater Treatment Plants Condition Assessment Project. Per our discussions, we revised the enclosed scope of services and fee proposal to incorporate the changes made during your review of our draft.

The enclosed fee proposal describes the budgeted hours and cost for each project task. The hourly rate, classification of team member, and project role are shown in the column headings. We have removed the specific team member names as requested. Subconsultants are shown separately. Cost assumptions and overall project assumptions are listed following the scope of services.

If you have questions regarding the enclosed scope of services and fee proposal, please contact Mike Harrison at 916.853.5377 or Dave Zuber at 916.853.5318.

Very truly yours,

Brown and Caldwell

A handwritten signature in black ink, appearing to read "Mike Harrison".

Mike Harrison, PE
Project Manager

A handwritten signature in black ink, appearing to read "J. David Zuber".

J. David Zuber, PG, PMP
Vice President/Authorized Signatory

MH:ds

Attachments

Wastewater Treatment Plants Condition Assessment

Scope of Services and Fee

The following scope of services has been prepared by Brown and Caldwell (BC) for the Wastewater Treatment Plants Condition Assessment Project. Detailed cost breakdown to complete the scope of services is included as Attachment A. Preliminary project schedule is included as Attachment B.

Task 1 // Condition Assessment of DCWWTP and PGWWTP

During Task 1, BC will confirm with the City the condition assessment methodology, including the LOF and COF criteria we will apply during the project. The task also includes an evaluation phase where we will perform desktop and visual evaluations and physical inspections for prioritized assets. The task will result in a TM summarizing the condition assessment findings.

Task 1.1 Conduct Kickoff Meeting

BC will review the list of assets from the RFP and submit an asset information request to the City. Then we will conduct a kickoff meeting with City staff to review the project schedule and establish project communication protocols.

Deliverables

- Asset information request
- Draft and final meeting minutes (pdf)

Task 1.2 Develop Asset Database and Condition Assessment Methodology

This task will establish our condition assessment and risk prioritization methodologies as well as the asset database to house the evaluation information. BC will develop draft condition and performance criteria that will be used to consistently collect and rate assets during the evaluations to assess the LOF. This criteria will be used to develop the protocol for the field evaluation forms. We will also develop draft criteria, such as safety and permit compliance, to assess the consequence of asset failure. Once confirmed with the City, the combined LOF and COF criteria will be used to prioritize evaluations and R/R/R recommendations as the project moves forward.

To develop the database, BC will leverage the information request data provided by the City for both WWTPs, including drawings, Maximo maintenance information on major process equipment, and physical information. This asset database will be the framework to house the evaluation findings and will be configured for future integration with Maximo. This includes defining data structures, new assets to be loaded into Maximo, and asset condition ratings.

Deliverables

- Draft asset database

Task 1.3 Conduct Condition Assessment Methodology and Asset Prioritization Workshop

BC will use this workshop with the City to discuss and validate the draft condition and performance ratings we will use to perform the condition assessment, as well as the draft COF criteria.

Deliverables

- Draft and final meeting minutes (pdf)
- Updated asset database

Task 1.4 Perform Level 1 Evaluations

During the Level 1 evaluations, our condition assessment planning lead and the BC team will use the established condition assessment methodology to conduct desktop evaluations of the scoped assets and provide a baseline condition assessment.

This desktop evaluation will make use of readily available asset information such as asset make, model, manufacturer, materials of construction, year of installation, type of service, maintenance records, repairs records, previous inspections, known defects, and previous rehabilitation history.

The results of this assessment will be input into the asset database and combined with the COF scores to prioritize assets for additional Level 2 evaluation. BC will share the updated asset database and the evaluation results with the City. We will meet with City staff to confirm the assets selected for Level 2 onsite visual evaluations.

Deliverables

- Updated asset database with Level 1 findings

Task 1.5 Perform Level 2 Evaluations

BC will work with the City to develop a plan to efficiently and comprehensively complete Level 2 evaluations. Prior to mobilizing onsite, we will use the condition assessment methodology to develop evaluation checklists and forms to document field observations and findings. BC will coordinate with the City's operations staff to maximize value of the Level 2 evaluations by scheduling the work to coincide with any planned tank or equipment outages. Level 2 evaluations will be performed by BC's subject matter experts who bring civil, structural, mechanical, architectural, and electrical expertise. The evaluations will include plant site visits to conduct visual evaluations and interviews with plant O&M staff to gather sufficient information to assign condition and performance ratings to the prioritized assets. If, at any time, our field teams observe conditions that pose operational or safety concerns requiring urgent attention, we will inform the City immediately.

Our team will use tablets or other mobile technology to populate the digital forms and link photos while onsite. The use of mobile technology will avoid post-inspection data entry errors and minimize omissions through direct upload to the asset database.

While onsite, we will perform preliminary site reconnaissance in preparation for Level 3 inspections. We will collect critical information such as identifying access points, safe working areas, hoisting locations, shutdown schedules, bypass pumping locations, flow isolation valves, planned outages, operational constraints, and safety concerns.

Following the site visits, BC will update the database and asset priorities with the field data. BC will submit the updated database to the City for review, highlighting significant field observations and findings. BC will meet with the City to review the prioritized findings and present assets recommended for Level 3 inspections. We will consider costs in selecting assets for Level 3 inspections.

Deliverables

- Completed Level 2 field evaluation forms (pdf)
- Updated asset database with Level 2 findings

Task 1.5 A Perform Level 2 Emergency Repairs

Any repairs that are identified during the Level 2 Evaluation efforts, as requiring immediate attention due to the potential to either compromise the health and/or safety of plant staff, or identified has exposing the plant's operations to a vulnerability and/or compromised reliability situation, with the potential to result in a violation of the City's NPDES permit, shall be undertaken immediately. The cost of repairs shall not exceed the time and material allowance allocated in the budget. These repairs shall only be undertaken by BC or their sub specialty contractors only upon obtaining permission in writing from the City, to conduct the repair work.

Task 1.6 Perform Level 3 Inspections

During the Level 3 inspections, the BC team will conduct onsite physical inspections and chemical tests, such as the concrete coring. The Level 3 scope will be determined based on the assets selected following the Level 2 evaluations, in addition to the priority areas defined in the RFP. At the outset of this task, BC will work with the City to define the scope and refine the costs of the Level 3 evaluations.

The key to executing successful field inspections is thorough up-front planning. Our asset evaluation lead will head the field inspection planning efforts and coordinate BC's team of inspection specialists. Our goal is to obtain the maximum amount of actionable data while minimizing interruptions to plant operations. Working with Ed Winston and plant O&M staff, BC will develop a field inspection workplan. The plan will be developed in close coordination with Auburn Constructors. Serving as the inspection support general contractor, Auburn will be involved with each facet of the physical inspection work. The field inspection workplan will detail the scope of the Level 3 asset evaluations and include: health and safety provisions; identify inspection team and City roles, responsibilities, and key points of contact; work sequencing and scheduling; pre-inspection activities such as flow diversions, shutdowns, valve operability; and inspection and testing methods.

Deliverables

- Field inspection workplan
- Level 3 inspection and testing reports (pdf)
- Updated asset database with Level 3 findings

Task 1.6 A Perform Level 3 Emergency Repairs

Any repairs that are identified during the Level 3 Evaluation efforts, as requiring immediate attention due to the potential to either compromise the health and/or safety of plant staff, or identified has exposing the plant's operations to a vulnerability and/or compromised reliability situation, with the potential to result in a violation of the City's NPDES permit, shall be undertaken immediately. The cost of repairs shall not exceed the time and material allowance allocated in the budget. These repairs shall only be undertaken by BC or their sub specialty contractors only upon obtaining permission in writing from the City, to conduct the repair work.

Task 1.7 Prepare Draft Condition Assessment TM

BC will prepare a TM documenting the findings, results, and immediate repair recommendations from the completed evaluations. This TM will include the final risk rankings of the assets identified in the RFP, along with the final database output in summary format, and the completed field evaluation forms and inspection and testing reports as appendices. This TM will be distributed to City staff prior to the Condition Assessment Workshop.

Deliverables

- Ten hardcopies and one pdf copy of TM
- Completed asset database

Task 1.8 Conduct Condition Assessment Workshop

BC will present the condition assessment findings, results, and immediate repair recommendations to the City. We will review the recommendations and the prioritized list of assets with the City and will solicit comments on the Draft Condition Assessment TM. Recommendations for the remaining assets will be presented as part of Task 2.

Deliverables

- Draft and final meeting minutes (pdf)

Task 1.9 Prepare Final Condition Assessment TM

BC will incorporate City comments into a Final Condition Assessment TM that documents the findings, results, and immediate repair recommendations of the Level 1, 2, and 3 assessments.

Deliverables

- Responses to comments on Condition Assessment TM (pdf)
- Ten hardcopies and one pdf copy of Final TM

Task 2 // Repair, Rehabilitation, and Replacement Plan

This task includes preparation of a R/R/R Plan TM that builds upon the condition assessment findings from Task 1. BC will prioritize recommendations based on the findings in Task 1.7 so that available capital improvement funding and maintenance resources are used effectively to reduce overall risk to the City. This approach was used successfully with the City of Durham, North Carolina, Dams and Raw Water Pumping Stations project.

Task 2.1 Develop R/R/R Alternatives

The high priority list of assets from TM No. 1 will be further evaluated using planning level costs to determine if the asset risk would be best addressed through modified maintenance activities, repair or rehabilitation, or capital replacement improvements. Some modified maintenance activities might be recommended to extend the useful life of an asset so that other high priority assets requiring capital improvement funding can be repaired first. This approach will allow the City to make the best use of capital improvement funding should there be a shortfall in available funds.

Task 2.2 Develop R/R/R Costs

Our cost estimating lead will prepare planning level cost estimates for the R/R/R of assets/structures that had Level 2 and Level 3 evaluations. In collaboration with the City, BC will also determine if modified maintenance activities and repairs can be completed by City staff or are better being completed through other resources. This would provide justification for any additional funds that might be needed in the O&M operating budget.

Task 2.3 Prepare Draft R/R/R Plan TM

BC will prepare a Draft R/R/R Plan TM to document the findings, results, and recommendations. The TM will summarize the evaluation results and associated costs for recommended R/R/R projects and include the preliminary schedule for assets requiring future detailed physical inspection.

The TM will be submitted to City staff for review prior to the workshop.

Deliverables

- Ten hardcopies and one pdf copy of Draft R/R/R Plan TM

Task 2.4 Conduct R/R/R Plan Workshop

BC will conduct a workshop with City staff to present and discuss the summary findings, results, alternatives, and recommendations. We will discuss comments on the Draft R/R/R Plan TM with the City. The workshop will serve to fine-tune the renewal projects and associated schedules to align them with the City's existing replacement planning budget. Additionally, the workshop will be used to review maintenance funding needs for future budgets to implement modified maintenance activities or short-term repairs to appropriately extend asset useful lives.

Deliverables

- Draft and final meeting minutes (pdf only)

Task 2.5 Prepare Final R/R/R Plan TM

BC will incorporate the workshop findings and City comments into a Final R/R/R Plan TM.

Deliverables

- Responses to comments on R/R/R Plan TM (pdf)
- Ten hardcopies and one pdf copy of Final R/R/R Plan TM

Task 3 // Final Comprehensive Report of All Findings and Recommendations

Key Staff Involvement: Simon Watson and Michael Harrison

BC will prepare a final comprehensive report of the findings and recommendations from Tasks 1 and 2. The report will summarize the condition assessment methodology and LOF and COF ratings, the Level 1 and 2 asset evaluation results and the Level 3 inspection results, as well as the R/R/R recommendations.

Task 3.1 Prepare Draft Comprehensive Report

The Draft Comprehensive Report will include an Executive Summary along with the previous TMs as appendices.

Deliverables

- Ten hardcopies and one pdf copy of Draft Report

Task 3.2 Comprehensive Report Review Meeting

BC will meet with City staff to review the final findings, results, and recommendations and share the necessary information for the City to brief the SPWA Board. If the City desires, BC will jointly conduct a briefing with the City and SPWA.

Deliverables

- Draft and final meeting minutes (pdf)

Task 3.3 Prepare Final Comprehensive Report

BC will prepare a Final Comprehensive Report that summarizes the condition assessment methodology and prioritization criteria, as well as the evaluation findings and recommendations from Tasks 1 and 2.

BC will incorporate feedback from the City or SPWA Board staff and finalize the report.

Deliverables

- Responses to comments on Draft Report (pdf)
- Ten hardcopies and one pdf copy of Final Report

Task 4 // Project Management

Our project manager will manage the project team and be accountable for the overall project delivery and maintaining the project scope, schedule, and budget. He will use BC's proprietary project management tool, WorkSmart, to support effective project management.

He will lead the project kickoff meeting and facilitate subsequent workshops and meetings with the City. Michael will direct preparation of a field health and safety plan to make certain staff are trained for safety and will inform the City of any safety issues encountered during the visual inspections.

He will keep the City's Project Manager informed of project progress through monthly status reports submitted with invoices. Michael will maintain a decision log and risk register for the project. He will develop a schedule for internal QA/QC and maintain and secure resources for independent review of project deliverables, including the asset database and TMs.

Deliverables

- Monthly invoices and project status reports

Assumptions

Task 1: Condition Assessment of DCWWTP and PGWWTP

- BC Project Manager and Condition Assessment Planning Lead will attend the Kickoff Meeting.
- Kickoff meeting will be a working meeting up to 3 hours
- City review comments on asset database and condition assessment methodology shall be provided 3 days prior to Task 1.3 workshop.
- Up to six BC team members will attend the Task 1.3 workshop.
- Task 1.3 workshop duration will be approximately 4 hours.
- Condition assessment methodology data fields are limited to what was identified in Task 1.3 workshop. If City identifies additional fields after Task workshop 1.3, City will endeavor to communicate these to BC in a timely fashion
- Task 1.4 includes up to 3-hour working meeting with BC Project Manager and Asset Evaluation Lead and the City to finalize assets that will undergo Level 2 evaluations.
- Level 2 evaluations are targeted to the specific assets that were identified upon completion of Level 1 evaluations and Task 1.4 meeting with the City.
- For budgetary purposes, the Level 2 evaluations include up to 5 business days of onsite visual inspection for both WWTPs (1 day at PGWWTP and 4 days at DCWWTP) by BC subject matter experts.
- Schedules for the Level 2 and 3 evaluations will be developed with input from the City. If possible, the evaluations will be scheduled to coincide with planned City activities such as outages, maintenance activities, inspections, or shutdowns.
- Task 1.5 includes up to a 3-hour meeting with the BC Project Manager and Asset Evaluation Lead and the City to finalize assets that will undergo Level 3 inspections.

- The fee proposal includes budgetary costs for Auburn Constructors', Voss Laboratories', Industrial Applying's, Russell Corrosion Consultants', and a piping inspection firm's estimated levels of effort. The budgetary cost estimates were developed based on what is known today. After the assets and type of inspection are selected for Level 3 inspections, BC will prepare detailed scope of work for each subcontractor and provide costs for City approval prior to initiation of Level 3 inspections.
- BC has allocated \$33,000 for piping inspection, but has not yet selected the specific piping inspection firm. The piping inspection firm(s) will be selected based on the piping selected for Level 3 inspections. Considerations for selection will include, but are not limited to, the type and size of piping, materials of construction, interior or exterior pipeline access, and failure mechanisms. BC will provide the name and qualifications of the piping inspection firm(s) to the City for approval prior to initiation of Level 3 inspections.
- TM No. 1 will provide tabular summaries of the LOF and COF results.
- TM No. 1 comments from City staff will be reconciled prior to delivery to BC.
- TM No. 1 comments will be provided by the City to BC in an Excel spreadsheet.
- Up to six BC team members will attend the Task 1.8 workshop.
- The Task 1.8 workshop duration will be approximately 4 hours.

Task 2: Repair, Rehabilitation, and Replacement Plan

- TM No. 2 will include a tabular summary of R/R/R projects with priority rankings, associated analysis, and preliminary schedule of completion.
- BC will provide a schedule identifying future recommended Level 3 inspections through the year 2023.
- Up to 10 AACE Class 4 planning-level cost estimates will be performed as part of the R/R/R alternatives analysis. Costs for replacements will be AACE Class 4 planning-level cost estimates based on in-kind replacements.
- For the Laboratory/Operations Building, BC will develop up to two conceptual alternatives.
- TM No. 2 comments from City staff will be reconciled prior to delivery to BC.
- TM No. 2 comments will be provided by the City to BC in an Excel spreadsheet.
- Up to two three BC team members will attend the Task 2.4 workshop.
- The Task 2.4 workshop duration will be approximately 4 hours.

Task 3: Final Comprehensive Report of All Findings and Recommendations

- Executive Summary will be completed for this report and TM Nos. 1 and 2 will be included as appendices.
- Up to two BC team members will attend the Task 3.2 meeting.
- The Task 3.2 meeting duration will be approximately 4 hours.
- Report comments from City staff will be reconciled prior to delivery to BC.
- Report comments will be provided by the City to BC in an Excel spreadsheet.

Task 4: Project Management

- 16 monthly invoices.

EXHIBIT “B”

5224.00	5206.00	5030.00	5043.00	5163.00	5274.00	5201.00	5103.00	5274.00	5274.00	5193.00	5201.00	5301.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	5274.00	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ORDINANCE NO. 5731

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
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 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Wastewater Treatment Plants Condition Assessment project per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$600,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Edward Winston

DEPARTMENT/DIVISION*: Environmental Utilities/Technical Services

FISCAL YEAR/EFFECTIVE DATE*: 2016/2017

PROPOSED COUNCIL DATE (if applicable): 09/07/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
600,000	30503	6130	474	163506	30	Wastewater Treatment Plants Condition Assessment
\$ 600,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
600,000			474			Wastewater Rehabilitation Fund-Available Funds
\$ 600,000	TOTAL					

FINANCE USE	Approved:		
	<i>Kathy Cullen</i>	8/3/16	<i>Marty Haul</i>
	BUDGET MANAGER / DESIGNEE	DATE	Finance Director
			Date

Justification for Budget Adjustment*:

Additional funds required to fully fund Professional Services Agreement and City Staff Labor costs for the Wastewater Treatment Plants Condition Assessment Project.

Approved:		Approved:	
<i>William D. Pinner</i>	8/15/16		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 7967

File #: 0400-04-18-1 & 0400-04-18-2

Title: HP Campus Oaks Amendments

Contact: Gina McColl (916) 774-5452 gmccoll@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 6.29.

RECOMMENDATION TO COUNCIL

The Planning Division recommends the City Council approve for Second Reading and adoption:

1. An Ordinance authorizing the City Manager to execute the Fifth Amendment of the Development Agreement with BBC Roseville Oaks, LLC; and
2. An Ordinance approving the Rezone.

BACKGROUND

On August 17, 2016 the City Council held a public hearing to consider the HP Campus Oaks Amendments project. The City Council unanimously approved the resolutions to amend the General Plan (text and land use map), amend the Campus Oaks Master Plan, and approve a Lot Line Adjustment associated with the project. The City Council also introduced for first reading Ordinances approving a Development Agreement Amendment and a Rezone. The Council's action on the Development Agreement Amendment included modifications to Section 2.5.2.iv. of the Development Agreement. The modified language is as follows:

"iv. Credit for Excess Affordable Units. City acknowledges that if the total number of units developed within the Campus Oaks Property does not exceed its planned number of 948 units, development of these eighty-seven (87) affordable rental units within Parcels 22 and 23 will generate eleven (11) more very-low affordable units (the "Extra Very-Low Affordable Units") than required for the Campus Oaks development to satisfy its minimum low and very-low affordable housing requirement. Subject to compliance with the terms of the Affordable Housing Rental Agreement for the provision of these affordable units within Parcels 22 and 23, ~~and provided the nineteen (119) middle income purchase units required by section 2.5.1 have been developed and sold to middle income qualified buyers,~~ the developer of the affordable such units within Parcels 22 and 23 (the "Affordable Housing Developer") shall have the right to request, subject to the reasonable approval of the City, to apply such Extra Very-Low Affordable Units as a credit against any affordable housing obligation that may arise from or otherwise be required in connection with any other residential development that the Affordable Housing Developer may seek to develop within the City of Roseville. Provided, however, that if the Affordable Housing Developer has not transferred the Extra Very-Low Affordable Units by obtaining building permits for these units by

August 17, 2021, the Affordable Housing Developer shall forfeit all rights to these credits and the credits shall be transferred to the Roseville Housing Authority to be used in its sole discretion.
The Development Agreement attached to the Ordinance authorizing execution of the Fifth Amendment of the Development Agreement includes the above modified language.
No changes were made to the Rezone Ordinance.

FISCAL IMPACT

The fiscal impact from this project was discussed in the August 17, 2016 Council Communication.

ECONOMIC DEVELOPMENT / JOBS CREATED

The project will not result in changes to the amount of jobs previously anticipated with the HP Campus Oaks Master Plan.

ENVIRONMENTAL REVIEW

As part of the project, an Initial Study leading to an Addendum was prepared consistent with the California Environmental Quality Act (CEQA). The Addendum was based on the Initial Study's findings that the proposed project is substantially consistent with the previously certified Hewlett Packard Master Plan EIR which was certified by the City Council on June 5, 1996 (SCH#95112022) and to changes to the HPMP approved with the HPCO MP. An Addendum was adopted with the HPCO MP project. This Addendum is therefore the 2nd Addendum to the Hewlett Packard Master Plan EIR. The City Council adopted the 2nd Addendum to the Hewlett Packard Master Plan on August 17, 2016.

Respectfully Submitted,

Gina McColl, Associate Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance 5734

5th Amendment to Development Agreement

Ordinance No. 5735

Exhibit D

ORDINANCE NO. 5734

ADOPTING A FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC RELATIVE TO THE CAMPUS OAKS PROPERTY WITHIN THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Fifth Amendment to Development Agreement by and between the City of Roseville and BBC Roseville Oaks, LLC, pertaining to the property located within the Hewlett-Packard Roseville Master Plan area.

SECTION 2. Prior to considering the proposed Development Agreement, the City Council adopted a Second Addendum to the Hewlett-Packard Master Plan Environmental Impact Report pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Fifth Amendment to Development Agreement, and makes the following findings:

1. The Fifth Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Hewlett-Packard Campus Oaks Master Plan Amendment for the Campus Oaks Property;
2. The Fifth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Fifth Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The Fifth Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Fifth Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Fifth Amendment to Development Agreement, by and between the City of Roseville and BBC Roseville Oaks, LLC, a copy of which is on file in the City Clerk's

Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**FIFTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE
AND BBC ROSEVILLE OAKS, LLC
RELATIVE TO THE
CAMPUS OAKS PROPERTY WITHIN THE
HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN**

This Fifth Amendment of Development Agreement (the "Fifth Amendment") is entered into this ____ day of _____, 2016, by and between the **CITY OF ROSEVILLE**, a municipal corporation, hereinafter "City", and **BBC ROSEVILLE OAKS, LLC**, an Illinois limited liability company, hereinafter "Landowner", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

Recitals

1. **Original Development Agreement.** On August 1, 1996, the City and Hewlett-Packard Company ("Hewlett-Packard" or "HP") entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Hewlett-Packard Company Relative to the Roseville Master Plan" (the "Original Development Agreement"). The Original Development Agreement was recorded in the Official Records of Placer County on August 16, 1996, as Instrument No. 96-0047544 and re-recorded on March 25, 1998 as Instrument No. 98-0019739.

2. **Amendments to Development Agreement.** On May 23, 2001, the City and Hewlett-Packard entered into that certain amendment entitled "First Amendment of Development Agreement By and Between The City of Roseville and Hewlett-Packard Relative to the Roseville Master Plan" ("First Amendment"); the First Amendment was recorded in the Official Records of Placer County on June 7, 2001, as Instrument No. 2001-0056191. On August 19, 2015, the City and Hewlett-Packard and Landowner entered into that certain amendment entitled "Second Amendment for Parcels 1 and 4 of Development Agreement By and Between The City of Roseville and Hewlett-Packard Company and BBC Roseville Oaks, LLC Relative to the Roseville Master Plan" (the "Second Amendment"); the Second Amendment

was recorded in the Official Records of Placer County on August 21, 2015, as Instrument No. 2015-0073371-00. On August 19, 2015, the City and Landowner also entered into that certain amendment entitled "Fourth Amendment of Development Agreement By and Between The City of Roseville and BBC Roseville Oaks, LLC Relative to the Campus Oaks Property of the Roseville Master Plan" (the "Fourth Amendment"); the Fourth Amendment was recorded in the Official Records of Placer County on September 16, 2015, as Instrument No. 2015-0081193-00. The Original Development Agreement, as amended by the First, Second and Fourth Amendments, shall be referred to herein as the "Development Agreement." Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement. All references to "Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

3. Campus Oaks Property Subject to Fifth Amendment. The subject of this Fifth Amendment is the development of the Campus Oaks Property, as defined in the Fourth Amendment and more particularly described in Exhibit A-1 attached hereto and diagrammed in Exhibit A-2 to the Fourth Amendment. Landowner represents that it owns the Campus Oaks Property in fee and that all other persons holding legal or equitable interests in the Campus Oaks Property shall be bound by this Fifth Amendment.

4. Purpose of Amendment. The purpose of this Fifth Amendment is to reconfigure some of the land uses within the Campus Oaks Property, without increasing the number of residential units or amount of developable square footage approved for the Campus Oaks Property, to facilitate the development within Campus Oaks of a multifamily development that will include three hundred and ninety-five (395) units, over twenty percent (20%) of which will be affordable to very-low income households without any public subsidy from the City (the "Apartment Project"). The Apartment Project will provide such affordability for a period of fifty-five (55) years. This Apartment Project is anticipated to satisfy a fundamental goal of the HP Campus Oaks Master Plan to provide a mix of housing opportunities, including affordable housing opportunities, that fully complement and support the adjacent campus development and the continued attraction of employees connected with the adjacent HP development. The Apartment Project will also provide this mix of housing units at the outset of the development of Campus Oaks, rather than nearer to the conclusion of such development, establishing the tone of the entire Campus Oaks project for providing a wide range of housing opportunities to support overall HP Campus employment and development.

5. Amendments to Master Plan for Campus Oaks Property. In connection with Landowner's reconfigured development of the Campus Oaks Property to provide these complementary housing opportunities, Landowner has prepared and processed with the City, and the City has approved as provided below, certain amendments to the Hewlett-Packard Campus Oaks Master Plan Amendment for the Campus Oaks Property (the "First Amended HPCO Master Plan"). The purpose of this Fifth Amendment is to amend the Development Agreement and the Entitlements vested thereby, including incorporating the First Amended HPCO Master Plan as part of the Revised Entitlements described herein, as applied to development of the Campus Oaks Property to facilitate the Apartment Project, as well as the planned development of the balance of the Campus Oaks Property.

6. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement establishing certain

development rights in and obligations with respect to the property which is the subject of the development project application. In addition to this statutory authorization, Section 1.4 of the Development Agreement allows amendments to the Development Agreement that affect less than the entire Master Plan Area to be approved by the owner(s) in fee of the portions of the Master Plan Area that is subject to or affected by such amendment. In accordance with Section 1.4 of the Development Agreement, Landowner proposes hereby to amend the terms and conditions for development only as to the Campus Oaks Property, which amendments are limited to the Campus Oaks Property, do not impose any new burdens or obligations on any other property in the Master Plan Area, and do not affect or impair the development rights of any other properties within the Master Plan Area.

7. Hearing. On July 28, 2016, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, following a duly noticed and conducted public hearing, considered this Fifth Amendment and recommended that the City Council approve this Fifth Amendment for the Campus Oaks Property.

8. Environmental Review. On August 5, 2015, in connection with its approval of the Second and Fourth Amendments to the Development Agreement, the City Council adopted the Addendum to the Plan FEIR (the "First Addendum") for development of the residential, business professional, commercial, light industrial (tech/business park), park, open space and public/quasi-public uses within the Campus Oaks Property consistent with the Entitlements vested by the Development Agreement. An Initial Study prepared in support of the First Addendum identified mitigation measures to reduce environmental impacts which have been incorporated into the Amended Master Plan for the Campus Oaks Property and in the terms and conditions of the Development Agreement, which shall continue to apply, as applicable, to the development of the Campus Oaks Property.

On _____, 2016, in connection with its approval of the First Amended HPCO Master Plan and this Fifth Amendment, the City Council adopted the Second Addendum to the Plan FEIR (the "Second Addendum") for development of the Campus Oaks Property consistent with the reconfigured land uses approved for the Campus Oaks Property. An Initial Study prepared in support of the Second Addendum identified no new environmental impacts and accordingly no additional mitigation measures are required.

9. No New Impacts Associated with Approval of Amendment. The City Council has determined that the adoption of this Fifth Amendment involves no new impacts not considered in the First Addendum and Second Addendum; therefore, no further environmental documents relating to the adoption of this Fifth Amendment are required.

10. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Chapter 19.84 of the Roseville Municipal Code. This Fifth Amendment, to the extent it amends and affects the terms of the Development Agreement for the Campus Oaks Property, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

11. Consistency with Amended General Plan, Amended Master Plan and First Amended HPCO Master Plan. Having duly examined and considered this Fifth Amendment and the Revised Entitlements to be vested hereby, and having held properly noticed public hearings hereon, City finds and declares that this Fifth Amendment is consistent with the Amended

General Plan of the City of Roseville, the Amended Master Plan, and the First Amended HPCO Master Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Amendment of Development Agreement. The following recital and sections of the Development Agreement for the Campus Oaks Property are hereby amended as follows:

a. Revised Recital 5 (Entitlements). Recital 5 is revised as follows:

"5. Entitlements. The City has approved the following land use entitlements for the Campus Oaks Property, which entitlements are the subject of this Agreement:

- A. The Roseville General Plan, as amended by Resolution No. _____;
- B. The Hewlett-Packard Roseville Master Plan, as amended by the Hewlett-Packard Campus Oaks Master Plan Amendment thereto adopted by Resolution No. 15-371, and as further amended by the First Amended HPCO Master Plan adopted by Resolution No. 16-____ (collectively, the "Amended Master Plan for the Campus Oaks Property");
- C. The Rezoning of the Campus Oaks Property pursuant to Ordinance No. _____;
- D. The Large Lot Adjustment for the Campus Oaks Property, as approved by the Planning Commission; and
- E. This Fifth Amendment of Development Agreement for the Campus Oaks Property, as adopted by Ordinance No. _____ (the "Adopting Ordinance").

"The approvals described in paragraphs A through D, inclusive, are referred to herein as the "Entitlements." All references to the "Master Plan" in the Development Agreement, as amended hereby and as applied to the Campus Oaks Property, shall mean and refer to the Amended Master Plan for the Campus Oaks Property described in paragraph B above."

b. Revised Section 2.2 (Vested Entitlements). Section 2.2 of the Development Agreement is hereby revised in its entirety to read as follows:

"2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Campus Oaks Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses (with approximate acreages) for the Campus Oaks Property:

Low/Med Density Residential	77.1 acres/491 units
High Density Residential	21.9 acres/457 units
Commercial/Retail	19.3 acres/170,000 sq.ft.
Light Industrial (Tech Park/Business Park)	32.8 acres/300,000 sq.ft.
Business Professional	10.5 acres/60,000 sq.ft.
Parks	10.7 acres

Paseos	3.2 acres
Open Space	1.6 acres
Fire Station and Well Site (P/QP)	2.5 acres
Roads	10.7 acres
TOTAL	189.8 acres

all as set forth in **Exhibit B**. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time-to-time by amendment of the Master Plan. Landowner's vested right to proceed with the development of the Campus Oaks Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Campus Oaks Property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as any limitations set forth in the Master Plan applicable to the Campus Oaks Property have not been reached and further provided Landowner is not in default under this Agreement.

"For purposes of development of Parcels CO-51 and CO-52 of the Campus Oaks Property pursuant to the Master Plan, the Intensity Thresholds for the planned Light Industrial (Tech Park/Business Park) uses described for Parcels CO-51 and CO-52 of the Campus Oaks Property in the Master Plan are as follows:

<u>Property</u>	<u>Gross Sq. Ft.</u>	<u>Water</u> (Max Daily Demand)	<u>Sewer</u> (Max Daily Flow)	<u>Electric</u> (Peak Annual Demand)	<u>Traffic</u> (PM Peak Hour Trips)
CO Parcels 51 and 52	300,000	0.17 mgd	0.06 mgd	2.02 MW	291

"Landowner and City acknowledge that, as more particularly described in the Master Plan and as analyzed in the First and Second Addenda, nothing in this Agreement or the Entitlements vested hereby for the Campus Oaks Property affects or reduces the vested development rights of the other properties within the Master Plan Area. Landowner acknowledges and agrees that the uses described in the Master Plan for the other properties within the Master Plan Area are compatible with the vested uses planned for development of the Campus Oaks Property.

"Landowner acknowledges that it shall have no right to seek to amend the zoning of the portion of the Campus Oaks Property identified on **Exhibit B** as Parcels CO-51 and CO-52 from Light Industrial (Tech/Business Park) use for a period of twenty (20) years from the Effective Date of the Fourth Amendment."

c. Revised Section 2.5 (Affordable Housing). New Section 2.5 of the Development Agreement is hereby revised in its entirety to read as follows:

"2.5 Affordable Housing. Consistent with the goals and policies contained in City's Amended General Plan and the Master Plan, and subject to the terms of this Agreement, Landowner shall develop or cause at least ten percent (10%) of the total residential units which are actually constructed within the Campus Oaks Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment

based on actual development, Landowner shall provide 95 units affordable to very low and middle-income households. However, Landowner intends to provide 106 affordable units and the City recognizes that this commitment is anticipated to provide eleven (11) more affordable units than required by the 10% affordable requirement. The breakdown of percentage of the total number of affordable units to the different income levels shall be 80% of the required 10% for very low and 20% of the required 10% for middle income households. Any adjustment based on actual development shall be subject to the written approval of the City Manager or his/her designee.

"The term "very low income" means households earning 50% or less of median income, and "middle income" means households earning 80% to 100% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5 (or comparable guidelines, if discontinued). For each of the household income ranges specified herein, household income at the upper limit of the specified ranges shall be used in determining qualifying sales prices for affordable purchase residential units. Qualifying rents for affordable rental residential units shall be calculated at the upper range of the specified income levels if no other restrictions are placed on the properties due to the type of financing secured by the ultimate developer of the Affordable Parcels (defined below).

"The parcels of the Campus Oaks Property within which the affordable housing will be provided are shown in the Master Plan and Exhibit B-1 attached hereto (the "Affordable Parcels"). The Affordable Parcels will also be identified on the final recorded Large Lot Subdivision Map for the Campus Oaks Property. Such locations may be modified pursuant to Section 2.5.3 of this Agreement.

"2.5.1 Affordable Purchase Residential Units. Subject to the actual number of units constructed within the Campus Oaks Property, Landowner agrees that nineteen (19) units will be reserved on the Campus Oaks Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows:

Affordable Parcel	Total Units in Parcel	Middle Income Purchase Units
CO-5	46	19

"Such units shall be distributed throughout each Affordable Parcel.

"i. Required Agreements. Prior to the approval of the final small lot residential subdivision map containing lots for affordable purchase units within Parcel CO-5, the parties shall enter into City's then current form Affordable Purchase Housing Agreement (or other applicable City-approved form) for such residential purchase units affordable to middle-income households, which shall identify the obligation to produce and deliver nineteen (19) residential units affordable to middle-income purchasers. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee.

"ii. Content. The Affordable Purchase Housing Agreement shall, for each such residential lot subdivision, set forth, among other things, the distribution of the affordable housing units within the subdivision, and include specific requirements for marketing of affordable purchase units, inclusion or modifications of amenities, exterior materials and

finishes, alternate means of satisfying the affordable housing obligation, and good faith efforts requirements.

"iii. No City Subsidies. Landowner agrees to provide all of the middle-income affordable purchase units without any subsidy from the City.

"2.5.2 Multi Family Affordable Rental Units. Landowner agrees that eighty-seven (87) affordable rental units will be reserved within Parcels 22 and 23 of the Campus Oaks Property for rental to very low income households as follows:

Affordable Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units
CO-22	205	45	45
CO-23	190	42	42

"i. Rental Agreement Required. Prior to issuance of a building permit for either Affordable Parcel, the parties shall enter into City's then current form Affordable Rental Housing Agreement (or other applicable City-approved form) for such residential rental units affordable to very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low-income households to be provided by such Affordable Parcel. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five (55) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. To accommodate potential changes in income during tenancy that may cause an initially qualified affordable household to no longer satisfy its qualification requirements, Landowner will include in its affordable rental agreements the option for a previously qualified tenant to remain in the unit notwithstanding such changes to its qualified income; provided, however, if such income increases above the limit that would enable Landowner to continue to include such unit within its planned tax-credit program (which is currently anticipated to occur at a limit of 70% of median income), then Landowner will have the right to increase the rent for such affordable tenant to then market rates. Where rents for an affordable unit are increased to market rate due to such changes in a qualified tenant's income, Landowner shall be obligated to make the next available comparable rental unit available for rent to another qualified very-low income household, all in accordance with the terms of the Affordable Rental Housing Agreement. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee. Prior to entering into any Affordable Rental Housing Agreement, Landowner shall provide to City an accounting of the status of the middle income purchase units required by section 2.5.1.

"ii. Content. The Affordable Housing Rental Agreements shall, for each such Affordable Parcel, set forth, among other things, the distribution of the affordable rental units within the Parcel, and include specific requirements for marketing of affordable units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and good faith efforts requirements.

"iii. No City Subsidy. Notwithstanding anything to the contrary in the Development Agreement regarding the City providing affordable housing funds for affordable developments if and to the extent such funds become available, in consideration of Landowner's intent to finance this affordable housing through

participation in a federal tax-credit program, Landowner acknowledges that City shall not have any obligation to provide any City funds to subsidize the provision of this very-low income affordable housing, even if such affordable housing funding subsequently becomes available to the City. In connection herewith, Landowner hereby waives any claims, suits, or actions against City on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 et seq.

“iv. Credit for Excess Affordable Units. City acknowledges that if the total number of units developed within the Campus Oaks Property does not exceed its planned number of 948 units, development of these eighty-seven (87) affordable rental units within Parcels 22 and 23 will generate eleven (11) more very-low affordable units (the “Extra Very-Low Affordable Units”) than required for the Campus Oaks development to satisfy its minimum low and very-low affordable housing requirement. Subject to compliance with the terms of the Affordable Housing Rental Agreement for the provision of these affordable units within Parcels 22 and 23, the developer of such units (the “Affordable Housing Developer”) shall have the right to request, subject to the reasonable approval of the City, to apply such Extra Very-Low Affordable Units as a credit against any affordable housing obligation that may arise from or otherwise be required in connection with any other residential development that the Affordable Housing Developer may seek to develop within the City of Roseville. Provided, however, that if the Affordable Housing Developer has not transferred the Extra Very-Low Affordable Units by obtaining building permits for these units by August 17, 2021, the Affordable Housing Developer shall forfeit all rights to these credits and the credits shall be transferred to the Roseville Housing Authority to be used in its sole discretion.

“2.5.3 Inclusion of Affordable Obligation on Large Lot Map. Landowner shall provide notice on the large lot subdivision map identifying the affordable parcels by large lot and Master Plan lot number and shall state the affordable obligation by type (i.e., middle, low or very low) and number of lots or units. The notice shall be designed to provide that, upon recordation of an Affordable Purchase Housing Agreement or Affordable Rental Housing Agreement, as applicable, upon such parcel or the affordable lots thereof, the notice on the large lot map shall be deemed replaced by such recorded Agreement and no longer separately effective or binding as an encumbrance on the parcel, or lots thereof not encumbered by such recorded Agreement, and shall no longer be listed as an exception to title. The City shall cooperate with any such removal of the effect of such notice from unaffected lots upon recordation of such Affordable Agreements.

“2.5.4 Transfer of Obligation Within Campus Oaks Property. Any proposed transfer of an affordable rental housing obligation (or any portion thereof) to another parcel within the Campus Oaks Property shall require an amendment to this Development Agreement and the Master Plan. Any such transfer shall also require the owner of the parcel receiving such affordable obligation to include a notice on its map or parcel that is designed, to the extent practicable, to disclose such affordable obligation as an exception to title on Schedule B of any preliminary title reports thereafter prepared for the receiving parcel.

“2.5.5 Community Facilities Districts. The City Manager or his/her designee shall maintain a list of middle and very low-income affordable purchase and rental units for each Parcel which is subject to an Affordable Housing Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing Agreement(s) to the City Finance Director. To assist with the affordability of the very low income affordable units, Landowner and City acknowledge that, with respect to the

Infrastructure CFD, the rate and method of apportionment of special tax therefor establishes a reduced annual special tax allocable to such affordable units.

"2.5.6 In Lieu Fee - Affordable Housing. In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, Landowner may be eligible to pay such in lieu fee rather than construct affordable housing units on the Campus Oaks Property, subject to the approval of the City Manager or designee.

"2.5.7 Not a Limitation. Nothing in the foregoing Sections 2.5.1 and 2.5.2 shall be construed to limit Landowner from offering units for rental or purchase to households of very low, low or middle incomes in excess of the number of units specified."

d. Revised Section 3.2.2.A (HP2/CO64 Park Phases). Section 3.2.2.A of the Development Agreement is hereby revised in its entirety to read as follows:

"3.2.2.A The HP2/CO64 Park shall be improved in conjunction with Landowner's development of the portion of the Campus Oaks Property outlined as Phase B and Phase C on Exhibit B ("Phases B and C"). In particular, the HP2/CO64 Park shall be improved in conjunction with development of Parcels CO-1, CO-2, CO-3, CO-6, CO-7, CO-11, CO-12, CO-13, CO-14, CO-16, CO-24a, and CO-24b (the "Phase B and C Parcels")."

e. Revised Section 3.2.4 (Neighborhood Park Fee). The first and second paragraphs of Section 3.2.4 of the Development Agreement are hereby revised in their entirety to read as follows:

"3.2.4 Neighborhood Park Fee. In accordance with the Park Financing Plan for the Campus Oaks Property, subject to any applicable fee credits, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund construction of the neighborhood park improvements described above. As more particularly shown on Table A-3 of the Park Financing Plan, such neighborhood park fee shall be \$3,804 per Low Density, Medium Density and High Density Residential Units, and \$2,511 per High Density Apartment Residential unit (but excluding the 87 Affordable High Density Apartment Residential Units set forth in Section 2.5.2 and carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. All such Neighborhood Park Fees shall be deposited into the neighborhood park fee fund to finance the development of the parks within the Campus Oaks Property and the HP2/CO64 Park.

"The Neighborhood Park Fee, as calculated herein, was initially figured on 100% of the total dwelling units entitled for the Campus Oaks Property being developed and paying the Neighborhood Park Fee based upon 242 LDR, 310 MDR and 396 HDR dwelling units. Upon Landowner's application for an amendment to the Development Agreement, and if the distribution of dwelling unit types changes, Landowner shall, in consultation with the City, conduct a review and reassessment of the Park Master Plan and corresponding Neighborhood Park Fee for the Campus Oaks Property subject to this Agreement. As a result of such review and reassessment, and if deemed appropriate by the City, City may adjust the fee upward or downward based on the change in mix of units planned for the Campus Oaks Property and any change in the planned level of neighborhood park facilities deemed necessary to serve the residents within the Campus Oaks Property. Thereafter, City may conduct an annual re-assessment of the Neighborhood Park Fee for the Campus Oaks

Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Campus Oaks Property subject to this Agreement exceeds ten percent (10%). In the event of a rezoning of any parcel(s) in the Campus Oaks Property that creates a park funding shortfall, if not otherwise mitigated by the development to the City's satisfaction, City shall require supplemental neighborhood in-lieu fees to fund such shortfall from the rezoned parcel(s)."

f. Revised Section 3.20.2 (Public Benefit Fee). Section 3.20.2 of the Development Agreement is hereby revised in its entirety to read as follows:

"3.20.2 Public Benefit Fee. Except as otherwise provided below regarding the exemption from this fee for the affordable housing development planned for Parcels 22 and 23, as partial consideration for this Agreement, to offset a portion of the impact of this Project and the associated conversion from an industrial land use into a residential land use, and to ensure that the Project will benefit the current and future residents of Roseville, Landowner shall pay a Public Benefit Fee at the time of obtaining each residential building permit within the balance of the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$1,910. The Public Benefit Fee for each high density residential unit shall be \$1,240.

"Notwithstanding anything to the contrary above in this Section 3.20.2, the City agrees that development of Parcels 22 and 23 in accordance with the terms of this Agreement, including the affordable housing provisions of Section 2.5.2 above, shall be exempt from the payment of this Public Benefit Fee."

2. Exhibits. The following Revised Exhibits are attached hereto and incorporated herein by reference and hereby replace and supersede the respective Exhibits previously attached to the Development Agreement with respect to the Campus Oaks Property. Accordingly, all references to the applicable Exhibits in the Development Agreement with respect to the Campus Oaks Property, as amended hereby, shall mean and refer to the corresponding Revised Exhibits below:

- Exhibit A-1 -- Legal Description of Campus Oaks Property
- Exhibit B -- Land Use Map of Campus Oaks Property
- Exhibit B-1 -- Map of Affordable Housing Sites within Campus Oaks Property

3. Consistency with General Plan. The City hereby finds and determines that execution of this Fifth Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

4. Amendment Limited to Campus Oaks Property. This Fifth Amendment is limited to and applies only to development of the Campus Oaks Property and does not affect or apply in any manner with respect to the development of any other property within the Master Plan Area, including without limitation, any other portion of the Campus Oaks Property.

5. Amendment; Balance of Development Agreement In Full Force. This Fifth Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Fifth Amendment shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Development Agreement shall remain in full force and effect.

6. Form of Amendment; Execution in Counterparts. This Fifth Amendment is executed in duplicated originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____ adopted by the Council of the City of Roseville on the ____ day of _____, 2016.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Rob Jensen, City Manager

LANDOWNER:

BBC ROSEVILLE OAKS, LLC,
an Illinois limited liability company

By: 
Name: Stephen D. Des Jardins
Title: Member

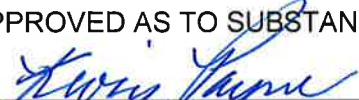
ATTEST:

Sonia Orozco, City Clerk

APPROVED AS TO FORM:

Robert R. Schmitt, City Attorney

APPROVED AS TO SUBSTANCE:



Kevin Payne
Development Services Director

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On August 23, 2016, 2016, before me, Jeananne Bricker, Notary Public
(Here insert Name and Title of Officer)
personally appeared Stephen L. Des Jardins,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Jeananne Bricker
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

EXHIBIT A-1

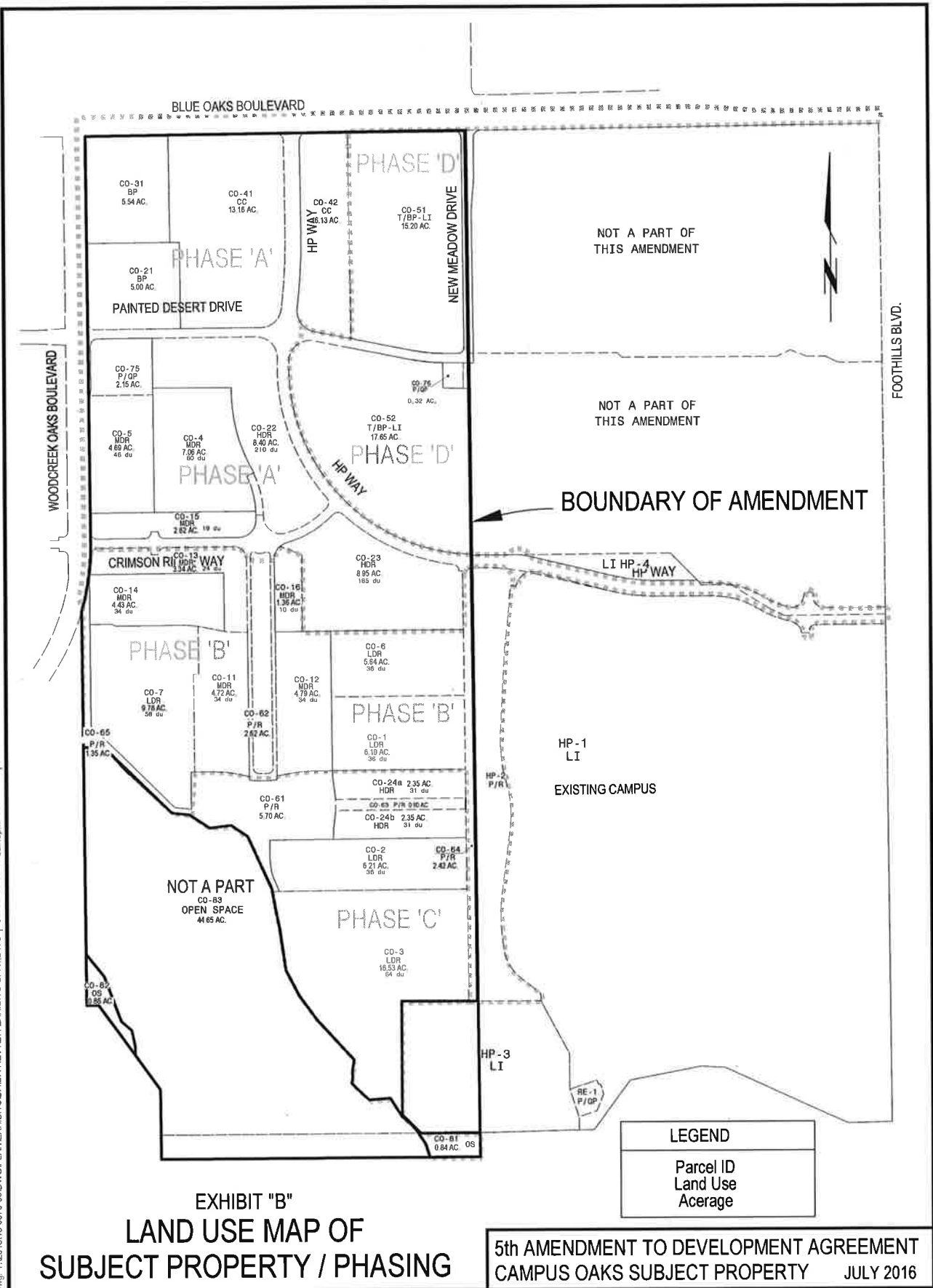
LEGAL DESCRIPTION OF CAMPUS OAKS PROPERTY

The land referred to herein as the "Campus Oaks Property" is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

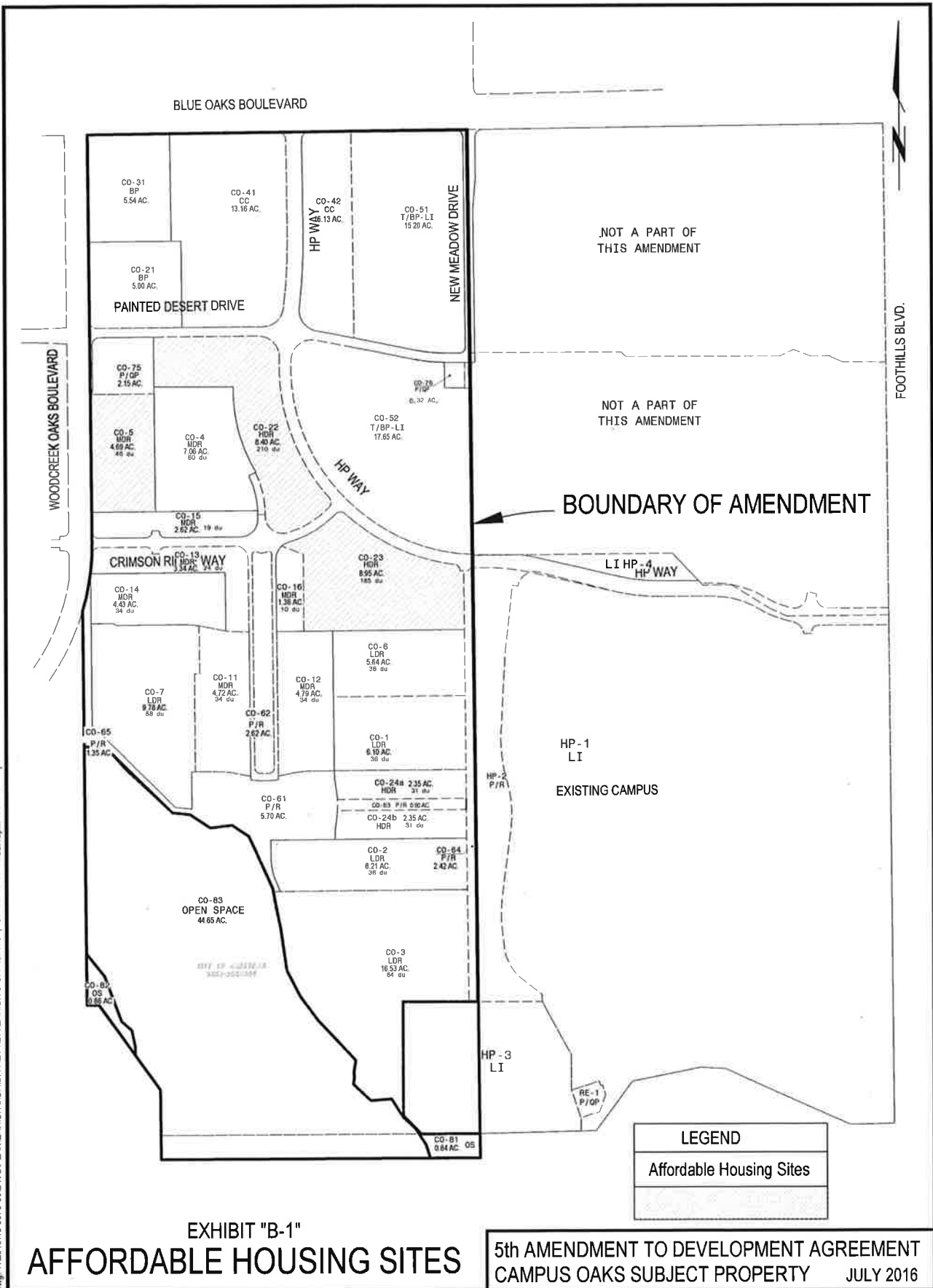
Lots 1 through 25 and Lots 'A' through 'G', inclusive, as shown on that certain Large Lot Final Map of Campus Oaks, Subdivision No. PL 14-0373, recorded on December 23, 2015, in the Office of the Recorder for the County of Placer, State of California, in Book DD of Maps, at Page 47.

APNs: 017-231-016 through 017-231-047, inclusive

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ORDINANCE NO. 5735

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE
CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. That certain real property within the City of Roseville as shown and so designated in Exhibit "D," attached and incorporated herein by reference, is hereby rezoned as follows:

In accordance with the zoning standards designated in the Hewlett-Packard Campus Oaks Master Plan.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



MASTER PLAN AMENDMENT

HEWLETT-PACKARD ROSEVILLE
CAMPUS OAKS MASTER PLAN
REZONE EXHIBIT

JUNE 9, 2016 - GPA#1

SITE ADDRESS:

1485 BLUE OAKS BLVD.
ROSEVILLE, CA 95747

OWNER:

BBC ROSEVILLE OAKS, LLC.
CONTACT: STEPHEN DES JARDINS
130 DIAMOND CREEK PLACE
ROSEVILLE, CALIFORNIA 95678
PHONE: (916) 786-8158

ENGINEERS

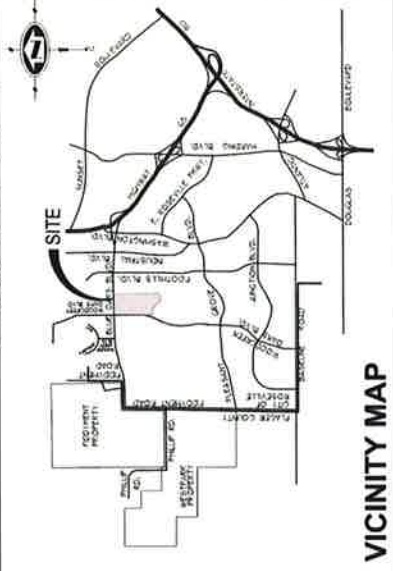
MORTON & PITALO, INC.
75 IRON POINT CIRCLE, STE 120
FOLSOM, CA 95630
PHONE: (916) 984-7621
CONTACTS: GREG BARDINI

APN

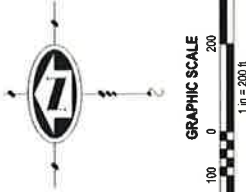
017-231-018, 023, 024, 031, 032, 033, & 034

AREA

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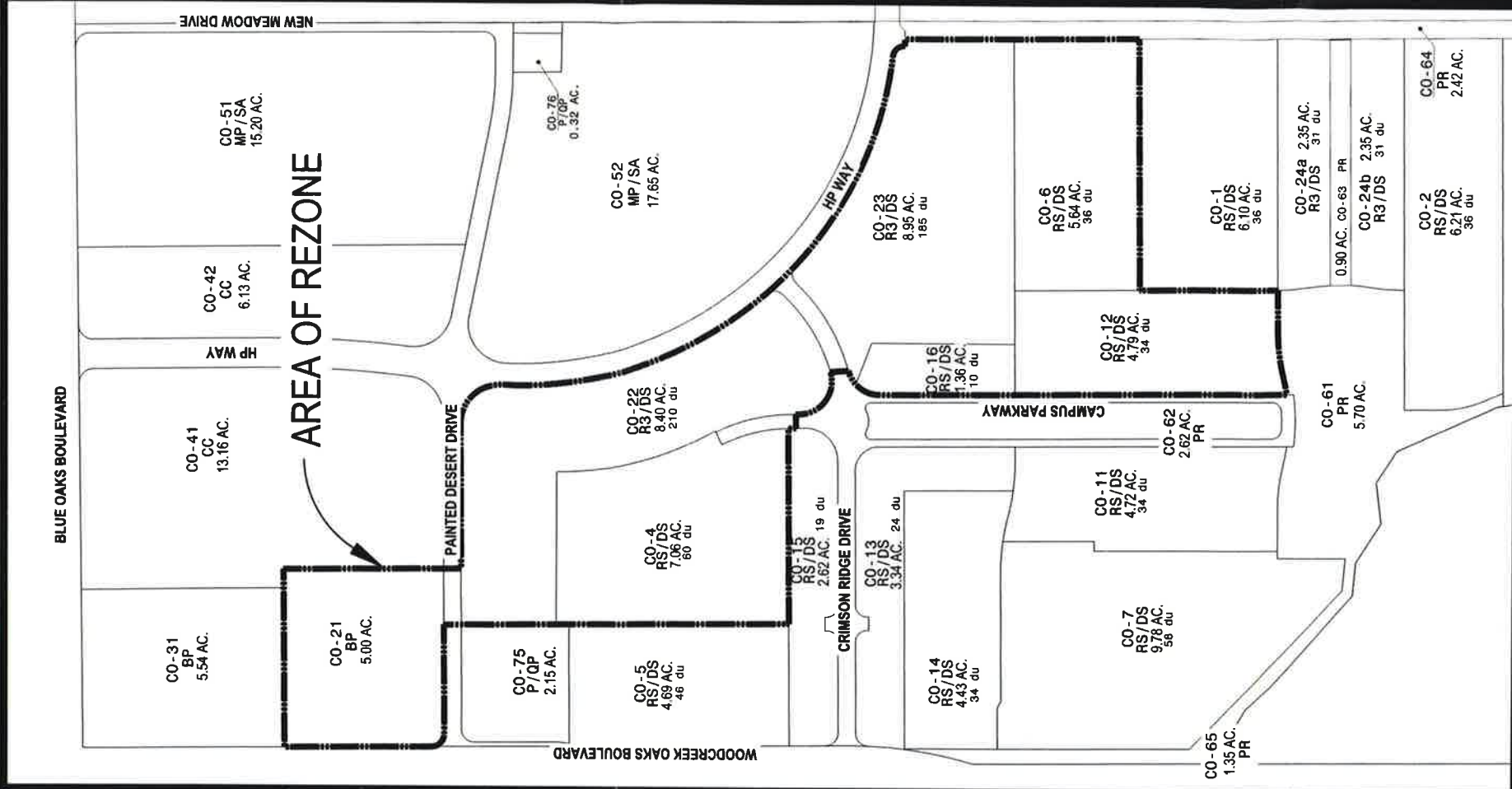
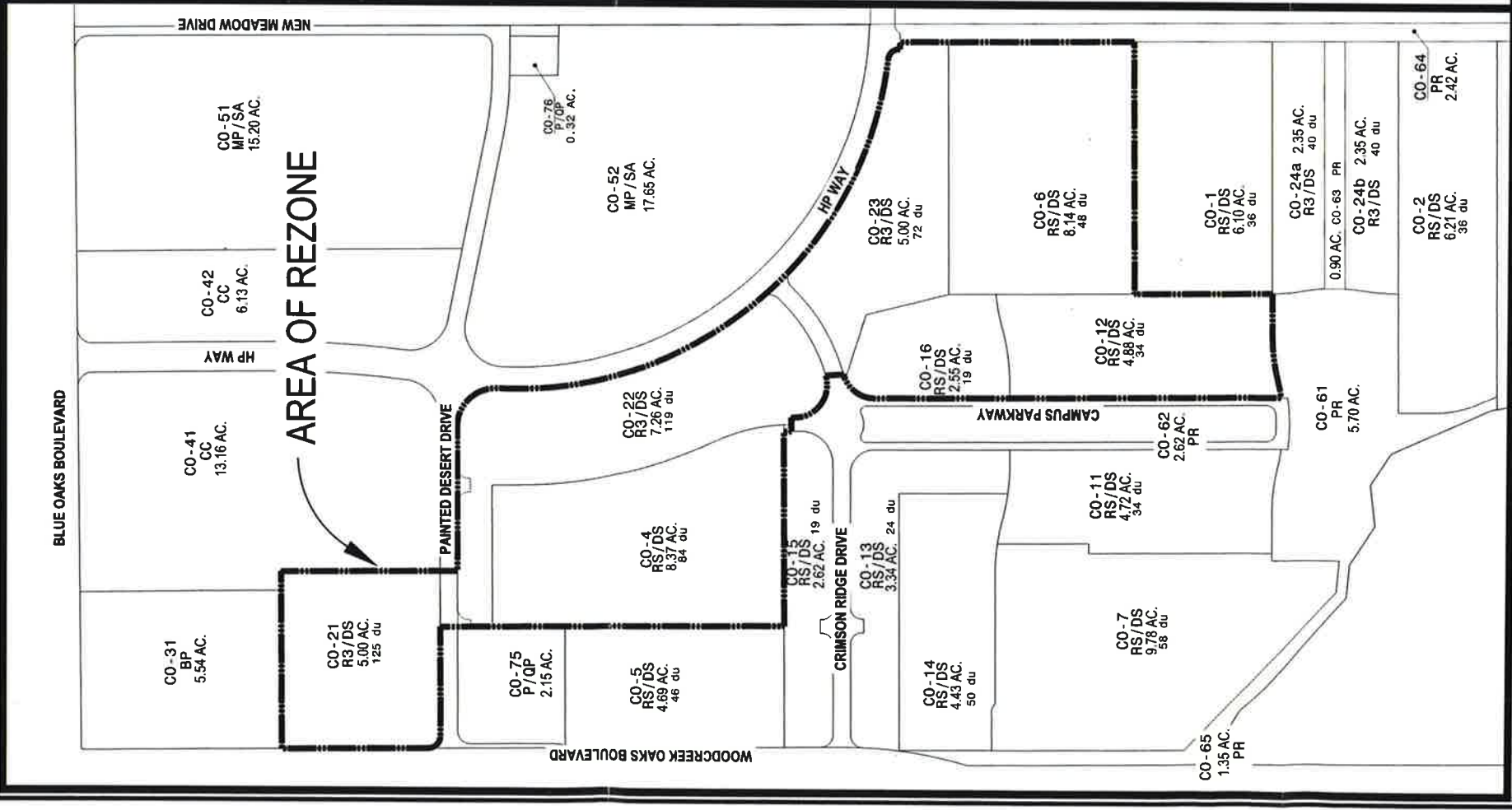


VICINITY MAP



EXISTING ZONING

PROPOSED ZONING



Legend

Residential Zones

- R1 Single-Family Residential
- RS Small Lot Residential
- R3 Attached Housing

Industrial/Manufacturing Zones

- MP Industrial/Business Park
- M1 Light Industrial

Commercial Zones

- BP Business Professional
- CC Community Commercial

Civic and Resource Protection Zones

- PR Park and Recreation
- OS Open Space
- P/QP Public/Quasi-Public

Overlay/Special Purpose Zones

- /SA Special Area
- /DS Development Standards



COUNCIL COMMUNICATION

CC #: 7948
File #: 0600-02

Title: Out of State Travel Request - Development Services Department
Contact: Jim Mangino (916) 774-5390 jmangino@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.30.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve out of state travel for Building Official Scott Byrnes and Building Inspection Supervisor Jim Mangino in the amount of \$4,350 to attend the International Code Council (ICC) Annual Business Meeting (ABM) between October 16 and October 20, 2016 in Kansas City, Missouri.

BACKGROUND

The ICC ABM is an annual meeting that allows all jurisdictions and agencies throughout the United States, and their ICC members, the opportunity to vote on and provide input to upcoming code changes through their Public Comment Hearings. In addition, the ABM provides workshops, classes and forums that assists jurisdictions and agencies to understand the impacts of the proposed code changes to our local region.

FISCAL IMPACT

The estimated total cost of \$4,350.00 is included in the Building Divisions current budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Out of state travel is not considered a "project" as defined by the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15378. Consequently, no CEQA action is required.

Respectfully Submitted,

Jim Mangino, Building Inspection Supervisor

Kevin Payne, Development Services Director

A handwritten signature in blue ink, appearing to read 'K. Payne', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7938
File #: 0600-02

Title: Out of State Travel Request - Fire Department
Contact: Brian Diemer (916) 746-1392 bdiemer@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.31.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve out-of-state travel for one member of the Fire Department, Assistant Fire Chief Brian Diemer, to attend the Customer Advisory Group meeting for New World Systems in Troy, Michigan, September 26th - 28th.

BACKGROUND

The City of Roseville has established a working relationship with our Computer Aided Dispatch Vendor, Tyler Technologies/New World Systems. It is common with software vendors to develop their products based on customer input. This allows for the product to meet the needs of the current customer base. The purpose of the Customer Advisory Group is to provide constructive input, advanced user training, feedback and overall recommendations on the direction of New World product.

The customer benefits by directing product development, developing relationships with both peers from other agencies along with employees from within the company, advanced training during working sessions and valuable insight/access to future releases of the product.

FISCAL IMPACT

Cost to the City of Roseville will be approximately \$1,139.00 including Travel, Per Diem, and Lodging Costs. The expense will be drawn from funds allocated in the department's current fiscal year budget.

Per Diem @\$54 per day	\$162.00
Air	\$425.00
Hotel	\$402.00
Car rental	\$150.00
Total Cost	<u>\$1,139.00</u>

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This out-of state travel request is not considered a “project” as defined by the California Environmental Quality Act (CEQA). Consequently no CEQA action is required.

Respectfully Submitted,

Brian Diemer, Assistant Fire Chief

Rick Bartee, Fire Chief

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7965
File #: 0600-01

Title: Staffing Changes
Contact: Linda Hampton (916) 774-5215 lhampton@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.32.

RECOMMENDATION TO COUNCIL

As part of the 2016-2017 budget process, departments requested additional personnel to meet business needs. In some cases, staff had to conduct job analysis work on new allocations and reclassifications and advised council they would be periodically requesting approval of these changes as the analysis and meet and confer obligations with the bargaining groups have been met. Staff has completed work on one of the budgeted requests and is requesting to add 1.00 Administrative Analyst allocation to the Economic Development department allocation schedule. This allocation will be filled through a promotional process with the resulting vacancy being eliminated. In addition, to meet business needs in the Information Technology department, staff is requesting the reclassification of a vacant .625 Senior Business Systems Analyst to one Business Systems Analyst allocation. Staff is requesting that City Council approve these changes by motioning to approve the attached city-wide allocation schedule effective September 10, 2016.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. The Human Resources staff is continually evaluating staffing levels necessary to provide high service levels to the community. As part of the 2016-2017 budget process, departments requested additional personnel or reclassifications of existing personnel to meet business needs. It was shared with council during the approval of budgeted positions, that staff had to conduct job analysis work on new allocations and reclassifications and will bring these changes periodically to council as the analysis and meet and confer obligations with the bargaining groups have been met. Staff has completed the job analysis work on one reclassification requests and is requesting council approval. Staff is recommending adding one Administrative Analyst allocation in the Economic Development department which will be filled by a promotional recruitment with the resulting vacancy will be eliminated. This staffing change has already been included in the FY17 budget.

In addition, the Information Technology department is requesting to reclassify a .625 FTE (full time equivalent) Senior Business Systems Analyst to a 1 FTE Business Systems Analyst. The department has restructured the work which results in the assigned duties being at the Business System Analyst level. The duties will include conducting business analysis, evaluating business

processes and developing business plan analysis. The Business Systems Analyst will also provide project management, develop project plans and detailed project objectives, develop and guide project timelines, assess and manage risks, and develop and manage project budgets. This position will be funded this fiscal year through temporary and regular staff salary savings.

FISCAL IMPACT

Current Position	New Positions	Current Salary & Benefits	Proposed Salary & Benefits	Fiscal Impact
Position to be eliminated after promotional recruitment	Administrative Analyst II	\$ 147,274	\$ 152,852	\$ 4,290
Senior Business Systems Analyst (.625)	Business Systems Analyst II	\$ 90,778	\$ 132,037	\$ 31,738
IT Temporary Salary Savings		\$ 23,671		\$(18,208)
				\$ 17,819

The fiscal impact for the remainder of this year is \$31,738. The \$23,671 of reduced temporary salaries and \$13,530 of current year salary savings due to vacancies will cover this cost.

The ongoing annual fiscal impact to the General Fund of \$41,259. The \$23,671 of reduced temporary salaries will be applied to this cost and the remainder will be requested in the 2017-2018 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs are created by this action.

ENVIRONMENTAL REVIEW

Staffing changes are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Linda Hampton, Senior Human Resources Analyst

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

09-10-16 Citywide Allocation Schedule

Position Allocation/Staffing Report
by Department and Location ("Division")

		by Department and Location ("Division")		(Over)/ Under Staffed Variance
PCN	Position Title	Allocated FTE	Staffed FTE	
Department: 20 CITY ATTORNEY				
Div/Loc: 02000 - CITY ATTORNEY				
020000245	ASSISTANT CITY ATTORNEY	1.000	1.000	
020001200	CITY ATTORNEY	1.000	1.000	
020001658	DEPUTY CITY ATTORNEY II	2.000	3.000	(1.000)
020004094	LEGAL CLERK I (C)	0.000	0.750	(.750)
020004096	LEGAL CLERK II (C)	2.000	1.000	1.000
020005015	PARALEGAL (C)	1.000	1.000	
020007123	SR DEPUTY CITY ATTORNEY	2.000	1.000	1.000
TOTAL FOR LOC/DIV 02000 - CITY ATTORNEY:		9.000	8.750	.250
TOTAL FOR DEPARTMENT 20 - CITY ATTORNEY:		9.000	8.750	.250
Department: 30 CITY MANAGER				
Div/Loc: 01500 - CITY MANAGER - ADMINISTRATION				
015001245	CHIEF FINANCIAL OFFICER	1.000	1.000	
015001240	CITY MANAGER	1.000	1.000	
015002550	EXECUTIVE ASST TO THE CITY MGR	1.000	1.000	
015004457	MANAGEMENT ASSISTANT II	2.000	2.000	
TOTAL FOR LOC/DIV 01500 - CITY MANAGER - ADMINISTRATION:		5.000	5.000	
Div/Loc: 01520 - PUBLIC AFFAIRS & COMMUNICATION				
015203451	GOVERNMENT RELATIONS ADMISTRAT	1.000	1.000	
015205615	PUB AFFAIRS&COMMUNICATN ADMNST	1.000	1.000	
015205610	PUBLIC AFFAIRS-COMMUNIC DIRECT	1.000	1.000	
015205565	PUBLIC INFORMATION OFFICER	1.000	1.000	
TOTAL FOR LOC/DIV 01520 - PUBLIC AFFAIRS & COMMUNICATION:		4.000	4.000	
Div/Loc: 08100 - DEVELOPMENT AND OPS-ADMIN				
081000325	ASSISTANT CITY MANAGER	1.000	1.000	
081002540	ENVIRONMENTAL COORDINATOR	1.000	1.000	
081004457	MANAGEMENT ASSISTANT II	1.000	1.000	
TOTAL FOR LOC/DIV 08100 - DEVELOPMENT AND OPS-ADMIN:		3.000	3.000	
TOTAL FOR DEPARTMENT 30 - CITY MANAGER:		12.000	12.000	
Department: 31 ECONOMIC DEVELOPMENT				
Div/Loc: 08110 - HOUSING ADMIN				
081100050	ADMIN ANALYST	1.000	0.000	1.000
081103318	FINANCIAL ANALYST II	1.000	1.000	
081103402	HOUSING ANALYST II	2.000	1.000	1.000
081103589	HOUSING MANAGER	1.000	0.000	1.000
081103590	HOUSING SUPERVISOR	1.000	0.000	1.000
081103592	HOUSING TECHNICIAN II	3.000	2.900	.100
		Page:	1	Date: 09/10/2016
Report: HR_ALLOC_STAFF_DEPT_LOC_ROSEV - HR: Allocation by Department, DivLoc - No Names		Time: 13:46:44		

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
081107148	SR HOUSING TECHNICIAN	1.000	1.000	
081103401	HOUSING ANALYST I	0.000	1.000	(1.000)
08110B456	HOUSING ANALYST I	0.000	1.000	(1.000)
08110B844	HOUSING MANAGER	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08110 - HOUSING ADMIN:		10.000	9.900	1.100
Div/Loc: 08123 - ECONOMIC DEVELOPMENT				
081231675	DEVELOPMENT ANALYST II	1.000	1.000	
081231710	ECONOMIC DEVELOPMENT DIRECTOR	1.000	1.000	
081231712	ECONOMIC DEVELOPMENT MANAGER	1.000	1.000	
TOTAL FOR LOC/DIV 08123 - ECONOMIC DEVELOPMENT:		3.000	3.000	
TOTAL FOR DEPARTMENT 31 - ECONOMIC DEVELOPMENT:		12.000	11.900	.100
Department: 41 FINANCE				
Div/Loc: 05000 - FINANCE ADMINISTRATION				
050000050	ADMIN ANALYST II	1.000	1.000	
050000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
050006520	ERP MANAGER	1.000	0.000	1.000
050003301	FINANCE DIRECTOR	1.000	1.000	
TOTAL FOR LOC/DIV 05000 - FINANCE ADMINISTRATION:		4.000	3.000	1.000
Div/Loc: 05010 - BUDGET				
050100915	BUDGET ANALYST II	2.750	2.500	.250
050100930	BUDGET MANAGER	1.000	1.000	
TOTAL FOR LOC/DIV 05010 - BUDGET:		3.750	3.500	.250
Div/Loc: 05011 - PAYROLL				
050112900	FINANCE MANAGER	1.000	1.000	
050115103	PAYROLL CLERK II (C)	1.600	0.600	1.000
050115101	PAYROLL TECHNICIAN II	2.000	2.000	
050117141	SR PAYROLL TECHNICIAN	1.000	1.000	
TOTAL FOR LOC/DIV 05011 - PAYROLL:		5.600	4.600	1.000
Div/Loc: 05012 - ACCOUNTS PAYABLE				
050123335	FINANCE CLERK II	2.000	2.000	
050124957	OFFICE ASSISTANT II	0.625	0.625	
050127146	SR FINANCE CLERK	1.000	0.000	1.000
050127147	SR FINANCE TECHNICIAN	1.000	1.000	
TOTAL FOR LOC/DIV 05012 - ACCOUNTS PAYABLE:		4.625	3.625	1.000
Div/Loc: 05030 - CASH MANAGEMENT				
050303335	FINANCE CLERK II	0.500	0.500	
050303326	FINANCE TECHNICIAN II	1.000	1.000	
050303318	FINANCIAL ANALYST II	1.000	1.000	
TOTAL FOR LOC/DIV 05030 - CASH MANAGEMENT:		2.500	2.500	
Div/Loc: 05040 - UTIL BILLING & SERV - ADMIN				
050400920	BILLING SERVICES MANAGER	1.000	1.000	
TOTAL FOR LOC/DIV 05040 - UTIL BILLING & SERV - ADMIN:		1.000	1.000	
Div/Loc: 05041 - UTIL BILLING & SRV-FIELD SRV				
050413310	FINANCE SUPERVISOR	1.000	0.000	1.000
050414540	METER READER	4.500	4.500	
050414534	METER SERVICE WORKER	2.000	1.000	1.000

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
050414546	METER SERVICES SUPERVISOR	1.000	1.000	
050417200	SR METER SERVICE WORKER	1.000	1.000	
TOTAL FOR LOC/DIV 05041 - UTIL BILLING & SRV-FIELD SRV:		9.500	7.500	2.000
Div/Loc: 05042 - UTIL BILLING & SRV - BILLING				
050423326	FINANCE TECHNICIAN II	4.000	4.000	
050427147	SR FINANCE TECHNICIAN	2.000	2.000	
TOTAL FOR LOC/DIV 05042 - UTIL BILLING & SRV - BILLING:		6.000	6.000	
Div/Loc: 05043 - UTIL BILLING & SRV-SERVICES				
050433335	FINANCE CLERK II	11.750	9.750	2.000
050433310	FINANCE SUPERVISOR	1.000	1.000	
050433326	FINANCE TECHNICIAN II	1.000	1.000	
050437146	SR FINANCE CLERK	1.000	0.000	1.000
050433334	FINANCE CLERK I	0.000	2.500	(2.500)
TOTAL FOR LOC/DIV 05043 - UTIL BILLING & SRV-SERVICES:		14.750	14.250	.500
Div/Loc: 05050 - GEN ACCT - ADMINISTRATION				
050500040	ACCOUNTANT II	1.000	1.000	
050500041	ACCOUNTING MANAGER	1.000	1.000	
050500043	ACCOUNTING SUPERVISOR	1.000	1.000	
TOTAL FOR LOC/DIV 05050 - GEN ACCT - ADMINISTRATION:		3.000	3.000	
Div/Loc: 05053 - GEN ACCT - ACCOUNTING				
050530040	ACCOUNTANT II	1.000	0.000	1.000
050533318	FINANCIAL ANALYST II	2.000	2.000	
TOTAL FOR LOC/DIV 05053 - GEN ACCT - ACCOUNTING:		3.000	2.000	1.000
TOTAL FOR DEPARTMENT 41 - FINANCE:		57.725	50.975	6.750
Department: 42 HUMAN RESOURCES				
Div/Loc: 03100 - HUMAN RESOURCES				
031000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
031000484	ASST HUMAN RESOURCES DIRECTOR	1.000	1.000	
031003596	HUMAN RESOURCES ANALYST II	2.000	0.000	2.000
031003598	HUMAN RESOURCES DIRECTOR	1.000	1.000	
031003599	HUMAN RESOURCES MANAGER	1.000	0.000	1.000
031005235	HUMAN RESOURCES TECH (C)	5.000	5.000	
031007178	SR HUMAN RESOURCES TECH (C)	1.000	0.000	1.000
031007150	SR HUMAN RESOURCES ANALYST	0.000	1.000	(1.000)
03100B102	HUMAN RESOURCES TECH (C)	0.000	1.000	(1.000)
03100B774	HUMAN RESOURCES ANALYST II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 03100 - HUMAN RESOURCES:		12.000	11.000	1.000
Div/Loc: 03110 - RISK MGMT - ADMINISTRATION				
031106450	RISK MANAGER	1.000	1.000	
031107178	SR HUMAN RESOURCES TECH (C)	1.000	1.000	
TOTAL FOR LOC/DIV 03110 - RISK MGMT - ADMINISTRATION:		2.000	2.000	
TOTAL FOR DEPARTMENT 42 - HUMAN RESOURCES:		14.000	13.000	1.000
Department: 43 INFORMATION TECHNOLOGY				
Div/Loc: 03120 - IT-STRAT PLNNG&DIGITAL COMMUN				
031201362	BUSINESS SYSTEMS ANALYST II	2.000	1.000	1.000

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
031201180	CHIEF INFORMATION OFFICER	1.000	1.000	
031203625	INFO SECURITY ADMINISTRATOR	1.000	1.000	
031203616	IT PLANNING & POLICY TECH	1.000	0.000	1.000
031203602	IT PROGRAM MANAGER	1.000	1.000	
031207130	SR BUSINESS SYSTEMS ANALYST	1.000	1.625	(.625)
03120B469	IT PLANNING & POLICY TECH	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 03120 - IT-STRAT PLNNG&DIGITAL COMMUN:		7.000	6.625	.375
Div/Loc: 03121 - IT-DATABASE & CLOUD SOLUTION				
031213794	IT ANALYST II	1.000	1.000	
031213601	IT DIVISION MANAGER	1.000	1.000	
031217145	SR DATABASE ANALYST	1.000	1.000	
TOTAL FOR LOC/DIV 03121 - IT-DATABASE & CLOUD SOLUTION:		3.000	3.000	
Div/Loc: 03122 - IT-NETWORK & INFRASTRUCTURE				
031223794	IT ANALYST II	6.000	5.000	1.000
031223602	IT PROGRAM MANAGER	1.000	1.000	
031227149	SR IT TECHNICIAN	1.000	1.000	
031223793	IT ANALYST I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 03122 - IT-NETWORK & INFRASTRUCTURE:		8.000	8.000	
Div/Loc: 03123 - IT-BUSINESS & CLOUD SOLUTIONS				
031231362	BUSINESS SYSTEMS ANALYST II	4.000	3.000	1.000
031233602	IT PROGRAM MANAGER	1.000	1.000	
031237130	SR BUSINESS SYSTEMS ANALYST	1.000	0.000	1.000
TOTAL FOR LOC/DIV 03123 - IT-BUSINESS & CLOUD SOLUTIONS:		6.000	4.000	2.000
Div/Loc: 03124 - IT-GIS & ANALYTICS				
031243794	IT ANALYST II	2.000	2.000	
031243602	IT PROGRAM MANAGER	1.000	1.000	
031247130	SR BUSINESS SYSTEMS ANALYST	1.000	1.000	
TOTAL FOR LOC/DIV 03124 - IT-GIS & ANALYTICS:		4.000	4.000	
Div/Loc: 03125 - IT:CLIENT SERVICES				
031253601	IT DIVISION MANAGER	1.000	1.000	
031253618	IT TECHNICIAN II	3.000	3.000	
031257194	SR IT ANALYST	1.000	0.000	1.000
031257149	SR IT TECHNICIAN	2.000	2.000	
TOTAL FOR LOC/DIV 03125 - IT:CLIENT SERVICES:		7.000	6.000	1.000
Div/Loc: 03126 - IT-ENTERPRISE SOLUTIONS				
031261362	BUSINESS SYSTEMS ANALYST II	3.000	2.000	1.000
031263602	IT PROGRAM MANAGER	1.000	1.000	
031267130	SR BUSINESS SYSTEMS ANALYST	1.000	2.000	(1.000)
03126B415	BUSINESS SYSTEMS ANALYST II	0.000	0.500	(.500)
TOTAL FOR LOC/DIV 03126 - IT-ENTERPRISE SOLUTIONS:		5.000	5.500	(.500)
TOTAL FOR DEPARTMENT 43 - INFORMATION TECHNOLOGY:		40.000	37.125	2.875
Department: 44 CITY CLERK				
Div/Loc: 03200 - CITY CLERK - ADMINISTRATION				
032000250	ASST CITY CLERK	1.000	1.000	
032001220	CITY CLERK	1.000	1.000	
032001227	CITY CLERK TECHNICIAN II	2.000	2.000	
032001665	DEPUTY CITY CLERK II	3.000	3.000	

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
TOTAL FOR LOC/DIV 03200 - CITY CLERK - ADMINISTRATION:		7.000	7.000	
TOTAL FOR DEPARTMENT 44 - CITY CLERK:		7.000	7.000	
Department: 45 CENTRAL SERVICES				
Div/Loc: 03300 - CENTRAL SERV - ADMINISTRATION				
033000050	ADMIN ANALYST II	1.000	1.000	
033000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
033001125	CENTRAL SERVICES DIRECTOR	1.000	1.000	
TOTAL FOR LOC/DIV 03300 - CENTRAL SERV - ADMINISTRATION:		3.000	3.000	
Div/Loc: 03311 - PURCHASING				
033110084	ADMIN TECHNICIAN	1.000	0.000	1.000
033111060	BUYER II	3.000	1.000	2.000
033115652	PURCHASING & WAREHOUSE MANAGER	1.000	1.000	
033117139	SENIOR BUYER	1.000	1.000	
03311B402	ADMINISTRATIVE TECHNICIAN	0.000	1.000	(1.000)
03311B416	BUYER I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 03311 - PURCHASING:		6.000	5.000	1.000
Div/Loc: 03312 - CENTRAL STORES				
033121450	COURIER	1.000	1.000	
033127203	SR WAREHOUSE WORKER	1.000	1.000	
033128952	WAREHOUSE WORKER II	1.000	1.000	
TOTAL FOR LOC/DIV 03312 - CENTRAL STORES:		3.000	3.000	
Div/Loc: 03321 - AUTOMOTIVE SERVICES				
033212565	EQUIPMENT MAINT. SUPERVISOR	1.000	1.000	
033212560	EQUIPMENT SERVICEWORKER	4.000	3.000	1.000
033213392	FLEET MANAGER	1.000	1.000	
033214501	MECHANIC II	8.000	6.000	2.000
033214957	OFFICE ASSISTANT II	1.000	1.000	
033217189	SR MECHANIC	2.000	2.000	
033218938	VEHICLE MAINT PARTS BUYER	1.000	0.000	1.000
033218940	VEHICLE MAINT SERVICEWRITER	1.000	1.000	
033218952	WAREHOUSE WORKER II	1.000	1.000	
033214500	MECHANIC I	0.000	1.000	(1.000)
03321B482	MECHANIC I	0.000	1.000	(1.000)
03321B530	VEHICLE MAINT PARTS BUYER	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 03321 - AUTOMOTIVE SERVICES:		20.000	19.000	1.000
Div/Loc: 03322 - AUTO REPLACEMENT				
033223319	FLEET MANAGEMENT TECHNICIAN	1.000	1.000	
TOTAL FOR LOC/DIV 03322 - AUTO REPLACEMENT:		1.000	1.000	
Div/Loc: 03331 - BUILDING MAINTENANCE				
033311032	BLDG MAINTENANCE WORKER II	4.000	4.000	
033313395	FACILITIES MANAGER	1.000	1.000	
033314957	OFFICE ASSISTANT II	0.750	0.662	.087
033315560	PROJECT COORDINATOR	1.000	1.000	
033317119	SR BUILDING MAINTENANCE WORKER	2.000	2.000	
TOTAL FOR LOC/DIV 03331 - BUILDING MAINTENANCE:		8.750	8.662	.087
Div/Loc: 03332 - JANITORIAL				
033321485	CUSTODIAN	5.000	5.000	

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
033327144	SR CUSTODIAN	1.000	1.000	
TOTAL FOR LOC/DIV 03332 - JANITORIAL:		6.000	6.000	
TOTAL FOR DEPARTMENT 45 - CENTRAL SERVICES:		47.750	45.662	2.087

Department: 50 POLICE

Div/Loc: 05500 - POLICE - ADMINISTRATION

055000050	ADMIN ANALYST II	1.000	1.000	
055000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
055000510	ASSISTANT POLICE CHIEF	1.000	1.000	
055005400	POLICE CAPTAIN	2.000	2.000	
055005410	POLICE CHIEF	1.000	1.000	
055005420	POLICE LIEUTENANT	1.000	2.000	(1.000)
055005430	POLICE OFFICER	1.000	1.000	
055005440	POLICE RECORDS CLERK II	1.000	1.000	
055005470	POLICE SERGEANT	1.000	1.000	
TOTAL FOR LOC/DIV 05500 - POLICE - ADMINISTRATION:		10.000	11.000	(1.000)

Div/Loc: 05511 - RECORDS-PROPERTY

055115434	POLICE PROP & EVIDENCE CLRK II	3.000	1.000	2.000
055115429	POLICE PROPERTY & EVIDENCE SUP	1.000	1.000	
055115435	POLICE RECORDS CLERK I	0.000	2.000	(2.000)
055115440	POLICE RECORDS CLERK II	8.000	5.000	3.000
055115494	POLICE SCENE TECHNICIAN II	4.000	3.000	1.000
055115489	POLICE SERVICES ADMINISTRATOR	1.000	1.000	
055115748	RECORDS SUPERVISOR	1.000	1.000	
055115433	POLICE PROP & EVIDENCE CLRK I	0.000	1.000	(1.000)
055115492	POLICE SCENE TECHNICIAN I	0.000	1.000	(1.000)
05511B929	POLICE RECORDS CLERK I	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 05511 - RECORDS-PROPERTY:		18.000	18.000	

Div/Loc: 05513 - POLICE COMMUNICATIONS

055131430	COMMUNICATIONS SUPERVISOR	3.000	3.000	
055131700	DISPATCHER II	19.500	16.500	3.000
055135489	POLICE SERVICES ADMINISTRATOR	1.000	1.000	
05513B923	DISPATCHER I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 05513 - POLICE COMMUNICATIONS:		23.500	21.500	2.000

Div/Loc: 05514 - COMMUNITY SERVICES

055141645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
055145430	POLICE OFFICER	6.000	5.000	1.000
055145440	POLICE RECORDS CLERK II	1.000	0.000	1.000
055145470	POLICE SERGEANT	1.000	1.000	
055145485	POLICE SOCIAL SVCS ADMINSTR	1.000	1.000	
055145654	PUB SAFETY OUTREACH & COMM REL	1.000	1.000	
055145657	PUBLIC SAFETY PROGRAM COORD	1.000	1.000	
TOTAL FOR LOC/DIV 05514 - COMMUNITY SERVICES:		12.000	10.000	2.000

Div/Loc: 05531 - PATROL

055311380	COMMUNITY SVCS OFFICER II	9.000	5.000	4.000
055315420	POLICE LIEUTENANT	3.000	3.000	
055315430	POLICE OFFICER	74.000	69.000	5.000
055315470	POLICE SERGEANT	9.000	9.000	
055315710	RANGEMASTER	1.000	1.000	
055315400	POLICE CAPTAIN	0.000	1.000	(1.000)

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
05531B925	POLICE OFFICER TRAINEE	0.000	4.000	(4.000)
TOTAL FOR LOC/DIV 05531 - PATROL:		96.000	92.000	4.000
Div/Loc: 05532 - INVESTIGATIONS				
055321380	COMMUNITY SVCS OFFICER II	2.000	2.000	
055321475	CRIME ANALYST	2.000	2.000	
055325420	POLICE LIEUTENANT	1.000	1.000	
055325430	POLICE OFFICER	17.000	19.000	(2.000)
055325440	POLICE RECORDS CLERK II	2.000	1.000	1.000
055325470	POLICE SERGEANT	2.000	2.000	
TOTAL FOR LOC/DIV 05532 - INVESTIGATIONS:		26.000	27.000	(1.000)
Div/Loc: 05533 - ANIMAL CONTROL				
055330100	ANIMAL CONTROL OFFICER	2.000	2.000	
055330110	ANIMAL CONTROL SUPERVISOR	1.000	1.000	
TOTAL FOR LOC/DIV 05533 - ANIMAL CONTROL:		3.000	3.000	
Div/Loc: 05535 - POLICE TRAFFIC				
055355420	POLICE LIEUTENANT	1.000	1.000	
055355430	POLICE OFFICER	7.000	6.000	1.000
055355470	POLICE SERGEANT	1.000	1.000	
055351380	COMMUNITY SVCS OFFICER II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 05535 - POLICE TRAFFIC:		9.000	9.000	
TOTAL FOR DEPARTMENT 50 - POLICE:		197.500	191.500	6.000

Department: 60 FIRE

Div/Loc: 06000 - FIRE - ADMINISTRATION

060000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
060003330	FIRE CHIEF	1.000	1.000	
060003389	FIRE TECHNICIAN II	1.000	1.000	
060004957	OFFICE ASSISTANT II	1.000	1.000	
060005654	PUB SAFETY OUTREACH & COMM REL	0.500	0.000	.500
TOTAL FOR LOC/DIV 06000 - FIRE - ADMINISTRATION:		4.500	4.000	.500

Div/Loc: 06011 - FIRE PREVENTION

060111645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
060113377	FIRE & ENVIR SAFETY INSPEC II	1.000	2.000	(1.000)
060113332	FIRE DIVISION CHIEF	1.000	1.000	
060113382	FIRE INSPECTION SUPERVISOR	2.000	2.000	
060113385	FIRE INSPECTOR II	2.000	1.000	1.000
060113454	HAZARDOUS MATERIALS INSPECTOR	1.000	1.000	
TOTAL FOR LOC/DIV 06011 - FIRE PREVENTION:		8.000	8.000	

Div/Loc: 06021 - FIRE OPERATIONS

060210480	ASST FIRE CHIEF	1.000	1.000	
060213391	FIRE BATALLION CHIEF (8HR)	1.000	1.000	
060210905	FIRE BATTALION CHIEF	3.000	3.000	
060213320	FIRE CAPTAIN	30.000	29.000	1.000
060213340	FIRE ENGINEER	30.000	30.000	
060213355	FIREFIGHTER PARAMEDIC II	36.000	31.000	5.000
060213353	FIREFIGHTER PARAMEDIC I	0.000	5.000	(5.000)
06021F320	FIRE CAPTAIN 8 HOUR	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 06021 - FIRE OPERATIONS:		101.000	101.000	

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
Div/Loc: 06022 - FIRE TRAINING				
060222415	EMS QUAL ASSURANCE COORDINATOR	1.000	0.000	1.000
060223391	FIRE BATAILLION CHIEF (8HR)	1.000	1.000	
06022B755	EMS QUAL ASSURANCE COORDINATOR	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 06022 - FIRE TRAINING:		2.000	2.000	
Div/Loc: 06025 - FIRE LOGISTICS				
060250050	ADMINISTRATIVE ANALYST II	1.000	1.000	
060250480	ASST FIRE CHIEF	1.000	1.000	
060253412	GIS ANALYST II	1.000	1.000	
TOTAL FOR LOC/DIV 06025 - FIRE LOGISTICS:		3.000	3.000	
Div/Loc: 06040 - EMERGENCY PREPAREDNESS				
060403332	FIRE DIVISION CHIEF	1.000	1.000	
TOTAL FOR LOC/DIV 06040 - EMERGENCY PREPAREDNESS:		1.000	1.000	
TOTAL FOR DEPARTMENT 60 - FIRE:		119.500	119.000	.500
Department: 71 PARKS AND RECREATION				
Div/Loc: 08500 - PARKS & REC - ADMINISTRATION				
085000084	ADMIN TECHNICIAN	1.000	1.000	
085000050	ADMINISTRATIVE ANALYST II	1.000	1.000	
085000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
085004517	MARKET & COMMUNICATIONS ANA II	1.000	1.000	
085005010	PARKS,REC & LIB BUS ADMINISTR	1.000	1.000	
085005082	PARKS,REC & LIBRARIES DIRECTOR	1.000	1.000	
TOTAL FOR LOC/DIV 08500 - PARKS & REC - ADMINISTRATION:		6.000	6.000	
Div/Loc: 08501 - PARK DEVELOPMENT				
085015022	PARK DEVELOPMENT ANALYST II	1.000	1.000	
085015024	PARK PLANNING & DEV SUPERINTEN	1.000	1.000	
085017192	SR PARKS MAINTENANCE WORKER	1.000	1.000	
TOTAL FOR LOC/DIV 08501 - PARK DEVELOPMENT:		3.000	3.000	
Div/Loc: 08505 - RECREATION STAFFING				
085051401	COMMUNITY RELATIONS ANALYST	1.000	1.000	
085054957	OFFICE ASSISTANT II	4.000	2.000	2.000
085056122	RECREATION COORDINATOR II	6.000	5.000	1.000
085056125	RECREATION MANAGER	1.000	1.000	
085056145	RECREATION SUPERINTENDENT	3.000	3.000	
085056147	RECREATION SUPERVISOR	3.000	3.000	
085054956	OFFICE ASSISTANT I	0.000	2.000	(2.000)
08505B502	RECREATION COORDINATOR II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08505 - RECREATION STAFFING:		18.000	18.000	
Div/Loc: 08521 - MAIDU MUSEUM & HISTORIC SITE				
085213732	INTERPRETIVE SRVCS SPECIAL II	1.000	0.000	1.000
085213740	INTERPRETIVE SRVCS SUPERVISOR	1.000	1.000	
085214957	OFFICE ASSISTANT II	1.000	1.000	
085213730	INTERPRETIVE SRVCS SPECIALST I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08521 - MAIDU MUSEUM & HISTORIC SITE:		3.000	3.000	
Div/Loc: 08530 - AQUATICS				
085305080	PARKS MAINTENANCE WORKER II	1.000	0.000	1.000
085305070	PARKS MAINTENANCE WORKER I	0.000	1.000	(1.000)

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
TOTAL FOR LOC/DIV 08530 - AQUATICS:		1.000	1.000	
Div/Loc: 08541 - ADVENTURE CLUBS				
085410376	ASSISTANT CHILD CARE SITE COOR	4.000	2.000	2.000
085411225	CHILD CARE SITE COORDINATOR	13.000	12.000	1.000
085414957	OFFICE ASSISTANT II	1.000	1.000	
085415045	PARKS, REC, & LIBRARIES TECH	1.000	0.000	1.000
085416147	RECREATION SUPERVISOR	3.000	2.000	1.000
085410084	ADMIN TECHNICIAN	0.000	1.000	(1.000)
08541B815	RECREATION SUPERVISOR	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08541 - ADVENTURE CLUBS:		22.000	19.000	3.000
Div/Loc: 08545 - AFTER SCHOOL EDUCATION SAFETY				
085451225	CHILD CARE SITE COORDINATOR	1.000	2.000	(1.000)
TOTAL FOR LOC/DIV 08545 - AFTER SCHOOL EDUCATION SAFETY:		1.000	2.000	(1.000)
Div/Loc: 08546 - CDE-CHILD DEVELOPMENT				
085461225	CHILD CARE SITE COORDINATOR	3.000	2.000	1.000
TOTAL FOR LOC/DIV 08546 - CDE-CHILD DEVELOPMENT:		3.000	2.000	1.000
Div/Loc: 08550 - PARK OPERATIONS - ADMIN				
085504957	OFFICE ASSISTANT II	1.000	1.000	
085505090	PARKS SUPERINTENDENT	1.000	1.000	
085505069	PARKS SUPERVISOR	3.000	3.000	
085505045	PARKS, REC, & LIBRARIES TECH	1.000	1.000	
TOTAL FOR LOC/DIV 08550 - PARK OPERATIONS - ADMIN:		6.000	6.000	
Div/Loc: 08551 - OPEN SPACE/TREE MAINTENANCE				
085514862	NATURAL RESOURCES TECHNICIAN	1.000	1.000	
085514872	NATURAL RESOURCES WORKER II	1.000	0.000	1.000
085514960	OPEN SPACE SUPERINTENDENT	1.000	1.000	
085517154	SR NATURAL RESOURCES WORKER	1.000	1.000	
085517201	SR TREE TRIMMER	1.000	0.000	1.000
085518310	TREE TRIMMER	1.000	1.000	
085518762	URBAN FORESTER	1.000	1.000	
TOTAL FOR LOC/DIV 08551 - OPEN SPACE/TREE MAINTENANCE:		7.000	5.000	2.000
Div/Loc: 08555 - PARKS - MAINTENANCE				
085555075	IRRIGATION TECHNICIAN	1.000	1.000	
085555070	PARKS MAINTENANCE WORKER I	0.000	1.000	(1.000)
085555080	PARKS MAINTENANCE WORKER II	17.000	15.000	2.000
085557192	SR PARKS MAINTENANCE WORKER	11.000	9.000	2.000
TOTAL FOR LOC/DIV 08555 - PARKS - MAINTENANCE:		29.000	26.000	3.000
TOTAL FOR DEPARTMENT 71 - PARKS AND RECREATION:		99.000	91.000	8.000
Department: 72 LIBRARY				
Div/Loc: 06500 - LIBRARY - ADMIN/TECH SERVICES				
065001224	CITY LIBRARIAN	1.000	1.000	
065004152	LIBRARIAN II	7.500	6.500	1.000
065004210	LIBRARY ASSISTANT II	7.000	6.000	1.000
065004246	LIBRARY SUPERVISOR	4.000	4.000	
065004250	LIBRARY TECHNICIAN	5.000	5.000	
065004151	LIBRARIAN I	0.000	1.000	(1.000)
06500B478	LIBRARY ASSISTANT II	0.000	1.000	(1.000)

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
TOTAL FOR LOC/DIV 06500 - LIBRARY - ADMIN/TECH SERVICES:		24.500	24.500	
TOTAL FOR DEPARTMENT 72 - LIBRARY:		24.500	24.500	
TOTAL FOR DEPARTMENT 80 - DEVELOPMENT AND OPERATIONS:		0.000	0.000	
TOTAL FOR DEPARTMENT 82 - PLANNING,REDEVELOPMENT,HOUSING:		0.000	0.000	
Department: 83 PUBLIC WORKS				
Div/Loc: 08300 - PUBLIC WORKS - ADMINISTRATION				
083000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
083005635	PUBLIC WORKS DIRECTOR	1.000	1.000	
TOTAL FOR LOC/DIV 08300 - PUBLIC WORKS - ADMINISTRATION:		2.000	2.000	
Div/Loc: 08320 - ENGINEERING				
083200084	ADMIN TECHNICIAN	1.000	1.000	
083200820	ASSOC ENGINEER	3.000	3.000	
083200338	ASST ENGINEER	8.000	7.000	1.000
083203792	JR ENGINEER	0.000	1.000	(1.000)
083205514	PRINCIPAL ENGINEER	1.000	1.000	
083207142	SR ENGINEER	2.750	2.750	
TOTAL FOR LOC/DIV 08320 - ENGINEERING:		15.750	15.750	
Div/Loc: 08321 - FLOOD ALERT				
083210338	ASST ENGINEER	1.000	0.000	1.000
TOTAL FOR LOC/DIV 08321 - FLOOD ALERT:		1.000	0.000	1.000
Div/Loc: 08335 - TRAFFIC SIGNALS				
083352380	ELECTRONICS TECHNICIAN I	0.000	1.000	(1.000)
083352385	ELECTRONICS TECHNICIAN II	5.000	4.000	1.000
083355519	PREVENTATIVE MAINT SUPERVISOR	1.000	0.000	1.000
083357170	SR ELECTRIC TECHNICIAN	1.000	1.000	
083352376	TRAFFIC SIGNAL MAINT WKR II	1.000	0.000	1.000
083352375	TRAFFIC SIGNAL MAINT WKR I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08335 - TRAFFIC SIGNALS:		8.000	7.000	1.000
Div/Loc: 08340 - STREETS - ADMINISTRATION				
083400084	ADMINISTRATIVE TECHNICIAN	1.000	1.000	
083404957	OFFICE ASSISTANT II	2.000	0.000	2.000
083407522	STREET MAINTENANCE SUPERVISOR	3.000	3.000	
083407520	STREET MAINTENANCE SUPT	1.000	1.000	
TOTAL FOR LOC/DIV 08340 - STREETS - ADMINISTRATION:		7.000	5.000	2.000
Div/Loc: 08342 - STREET DRAINAGE				
083427187	SR STREET MAINTENANCE WORKER	1.000	1.000	
083427530	STREET MAINTENANCE WORKER II	1.000	1.000	
08342B526	STREET MAINTENANCE WORKER I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08342 - STREET DRAINAGE:		2.000	3.000	(1.000)
Div/Loc: 08343 - PAVING				
083437162	SR ENGINEERING TECHNICIAN	1.000	0.000	1.000
083437187	SR STREET MAINTENANCE WORKER	2.000	2.000	
083437525	STREET MAINTENANCE WORKER I	0.000	1.000	(1.000)
083437530	STREET MAINTENANCE WORKER II	11.000	8.000	3.000
083431350	ENGINEERING TECHNICIAN II	0.000	1.000	(1.000)

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
08343B526	STREET MAINTENANCE WORKER I	0.000	2.000	(2.000)
	TOTAL FOR LOC/DIV 08343 - PAVING:	14.000	14.000	
Div/Loc: 08344 - STREET SIGNS				
083447187	SR STREET MAINTENANCE WORKER	1.000	1.000	
083447530	STREET MAINTENANCE WORKER II	2.000	1.000	1.000
	TOTAL FOR LOC/DIV 08344 - STREET SIGNS:	3.000	2.000	1.000
Div/Loc: 08345 - STREET PAINT				
083457187	SR STREET MAINTENANCE WORKER	1.000	1.000	
083457530	STREET MAINTENANCE WORKER II	2.000	1.000	1.000
	TOTAL FOR LOC/DIV 08345 - STREET PAINT:	3.000	2.000	1.000
Div/Loc: 08348 - STREET SWEEPING				
083487187	SR STREET MAINTENANCE WORKER	1.000	1.000	
083487530	STREET MAINTENANCE WORKER II	1.000	0.000	1.000
083487540	STREET SWEEPER OPERATOR	4.000	4.000	
083487525	STREET MAINTENANCE WORKER I	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08348 - STREET SWEEPING:	6.000	6.000	
Div/Loc: 08350 - TRANSPORTATION-ADMIN				
083500084	ADMIN TECHNICIAN	1.000	1.000	
083500088	ALTERNATIVE TRANSP ANALYST II	1.000	1.000	
083500090	ALTERNATIVE TRANSP MGR	1.000	1.000	
083503318	FINANCIAL ANALYST II	1.000	0.000	1.000
083504957	OFFICE ASSISTANT II	1.750	0.000	1.750
083503316	FINANCIAL ANALYST I	0.000	1.000	(1.000)
083504956	OFFICE ASSISTANT I	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08350 - TRANSPORTATION-ADMIN:	5.750	5.000	.750
Div/Loc: 08352 - TRANSPORTATION				
083520088	ALTERNATIVE TRANSP ANALYST II	1.750	1.750	
083520338	ASST ENGINEER	1.000	0.000	1.000
083524517	MARKET & COMMUNICATIONS ANA II	1.000	1.000	
083524957	OFFICE ASSISTANT II	0.750	0.750	
	TOTAL FOR LOC/DIV 08352 - TRANSPORTATION:	4.500	3.500	1.000
Div/Loc: 08354 - CTSA				
083541401	COMMUNITY RELATIONS ANALYST	0.500	0.500	
	TOTAL FOR LOC/DIV 08354 - CTSA:	0.500	0.500	
	TOTAL FOR DEPARTMENT 83 - PUBLIC WORKS:	72.500	65.750	6.750

Department: 84 ENVIRONMENTAL UTILITIES

Div/Loc: 08400 - ENV UTIL - ADMINISTRATION

084000050	ADMIN ANALYST II	3.000	0.000	3.000
084000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
084001050	BUSINESS SVCS ADMINISTRATOR	1.000	0.000	1.000
084001548	DATA MANAGEMENT SPECIALIST II	1.000	0.000	1.000
084001645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
084001684	ENVIRONMENTAL UTIL. DIRECTOR	1.000	1.000	
084002548	EU BUSINESS ADMINISTRATOR	1.000	1.000	
084002547	EU RATE ANALYST II	3.000	2.750	.250
084004517	MARKETING & COMMUNIC ANALYST II	1.000	0.000	1.000

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
TOTAL FOR LOC/DIV 08400 - ENV UTIL - ADMINISTRATION:		13.000	6.750	6.250
Div/Loc: 08402 - EU ASSET MANAGEMENT				
084020084	ADMIN TECHNICIAN	1.000	1.000	
084025533	PREVENTATIVE MAINTENANCE COORD	1.000	1.000	
084025514	PRINCIPAL ENGINEER	1.000	1.000	
TOTAL FOR LOC/DIV 08402 - EU ASSET MANAGEMENT:		3.000	3.000	
Div/Loc: 08405 - ENV UTIL-ENGINEERING				
084050411	ASSISTANT EU DIRECTOR	1.000	1.000	
084050820	ASSOC ENGINEER	3.000	2.000	1.000
084051434	CONSTRUCTION INSPECTOR II	2.000	1.000	1.000
084051672	DEVELOPMENT TECHNICIAN II	1.000	1.000	
084051350	ENGINEERING TECHNICIAN II	1.000	1.000	
084053412	GIS ANALYST II	3.000	1.000	2.000
084054509	MAPPING SUPERVISOR	1.000	1.000	
084054957	OFFICE ASSISTANT II	1.000	1.000	
084055514	PRINCIPAL ENGINEER	1.000	1.000	
084056500	SAFETY COORDINATOR	1.000	1.000	
084057121	SR CONSTRUCTION INSPECTOR	1.000	1.000	
084057142	SR ENGINEER	3.000	3.000	
084050338	ASST ENGINEER	0.000	2.000	(2.000)
08405B425	CONSTRUCTION INSPECTOR II	0.000	1.000	(1.000)
08405B455	GIS ANALYST II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08405 - ENV UTIL-ENGINEERING:		19.000	19.000	
Div/Loc: 08410 - SOLID WASTE - ADMINISTRATION				
084103335	FINANCE CLERK II	2.000	1.000	1.000
084104957	OFFICE ASSISTANT II	1.000	0.000	1.000
084106244	REFUSE & STORMWATER MANAGER	1.000	1.000	
084106231	REFUSE SUPERINTENDENT	1.000	1.000	
084106242	REFUSE UTILITY MANAGER	1.000	0.000	1.000
084107324	SOLID WASTE BILLING TECHNICIAN	1.000	1.000	
084103334	FINANCE CLERK I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08410 - SOLID WASTE - ADMINISTRATION:		7.000	5.000	2.000
Div/Loc: 08411 - RESIDENTIAL SOLID WASTE PICKUP				
084116235	REFUSE SUPERVISOR	1.000	1.000	
084116302	REFUSE TRUCK DRIVER I	0.000	1.000	(1.000)
084116304	REFUSE TRUCK DRIVER II	11.000	9.000	2.000
084117129	SR REFUSE TRUCK DRIVER	2.000	2.000	
08411B505	REFUSE TRUCK DRIVER I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08411 - RESIDENTIAL SOLID WASTE PICKUP:		14.000	14.000	
Div/Loc: 08412 - COMMERCIAL SOLID WASTE PICKUP				
084126235	REFUSE SUPERVISOR	1.000	1.000	
084126302	REFUSE TRUCK DRIVER I	0.000	3.000	(3.000)
084126304	REFUSE TRUCK DRIVER II	15.000	11.000	4.000
084127129	SR REFUSE TRUCK DRIVER	2.000	2.000	
08412B505	REFUSE TRUCK DRIVER I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08412 - COMMERCIAL SOLID WASTE PICKUP:		18.000	18.000	
Div/Loc: 08413 - SOLID WASTE MAINTENANCE				
084136225	REFUSE MAINT. WORKER I	0.000	1.000	(1.000)
084136226	REFUSE MAINT. WORKER II	4.000	2.000	2.000
084137129	SR REFUSE TRUCK DRIVER	1.000	1.000	

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
TOTAL FOR LOC/DIV 08413 - SOLID WASTE MAINTENANCE:		5.000	4.000	1.000
Div/Loc: 08415 - RECYCLING				
084156304	REFUSE TRUCK DRIVER II	3.000	3.000	
TOTAL FOR LOC/DIV 08415 - RECYCLING:		3.000	3.000	
Div/Loc: 08416 - GREEN WASTE PROGRAM				
084166302	REFUSE TRUCK DRIVER I	0.000	1.000	(1.000)
084166304	REFUSE TRUCK DRIVER II	4.000	3.000	1.000
084167129	SR REFUSE TRUCK DRIVER	1.000	1.000	
TOTAL FOR LOC/DIV 08416 - GREEN WASTE PROGRAM:		5.000	5.000	
Div/Loc: 08419 - ORGANIC WASTE PROGRAM				
084196150	RECYCLING & ORGANICS COORDNTR	1.000	0.000	1.000
084196304	REFUSE TRUCK DRIVER II	1.000	1.000	
TOTAL FOR LOC/DIV 08419 - ORGANIC WASTE PROGRAM:		2.000	1.000	1.000
Div/Loc: 08420 - WASTEWATER - ADMINISTRATION				
084205514	PRINCIPAL ENGINEER	1.000	1.000	
084207142	SR ENGINEER	1.000	1.000	
084209045	WSTWTR UTILITY MANAGER	1.000	1.000	
TOTAL FOR LOC/DIV 08420 - WASTEWATER - ADMINISTRATION:		3.000	3.000	
Div/Loc: 08421 - WATER TREATMENT/STORAGE				
084219175	WATER TRMT PLT CHIEF OPERATOR	1.000	1.000	
084219234	WATER TRMT PLT OPR GD II 8HR	1.000	0.000	1.000
084219230	WATER TRMT PLT OPR GRD III 24	4.000	4.000	
08421B535	WATER TRMT PLT OPR GD I 8HR	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08421 - WATER TREATMENT/STORAGE:		6.000	6.000	
Div/Loc: 08422 - DRY CREEK WWTP				
084224957	OFFICE ASSISTANT II	1.000	1.000	
084229010	WSTWTR TRMT PLT OPR GD II	2.000	1.000	1.000
084229020	WSTWTR TRMT PLT OPR GD III 24H	4.000	4.000	
084229030	WSTWTR TRMT PLT OPR IV	1.000	1.000	
08422B540	WSTWTR TRMT PLT OPR GD I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08422 - DRY CREEK WWTP:		8.000	8.000	
Div/Loc: 08424 - ENVIRONMENTAL UTIL-MAINTENANCE				
084242378	ELECTRONIC MAINT COORDINATOR	1.000	1.000	
084242385	ELECTRONICS TECHNICIAN II	4.000	4.000	
084244520	MATERIALS TECHNICIAN	1.000	1.000	
084245319	PLANT & EQUIPMENT MAINT WOR II	1.000	2.000	(1.000)
084245328	PLANT & EQUIPMENT MECHANIC II	5.000	3.000	2.000
084245402	PREDICTIVE MAINTENANCE TECH II	1.000	1.000	
084245519	PREVENTATIVE MAINT SUPERVISOR	1.000	1.000	
084245502	PREVENTATIVE MAINT TECH II	5.000	3.000	2.000
084245533	PREVENTATIVE MAINTENANCE COORD	2.000	2.000	
084247020	SCADA SYSTEM TECHNICIAN	2.000	2.000	
084247205	SR PLANT & EQUIPMENT MECHANIC	1.000	1.000	
084247284	SR PREVENTATIVE MAINT TECH	2.000	2.000	
084245327	PLANT & EQUIPMENT MECHANIC I	0.000	2.000	(2.000)
08424B226	PREVENTATIVE MAINT TECH II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08424 - ENVIRONMENTAL UTIL-MAINTENANCE:		26.000	26.000	
Div/Loc: 08425 - INDUSTRIAL TREATMENT				

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
084253604	INDUSTRIAL WASTE SPECIALIST	1.000	0.000	1.000
084253610	INDUSTRIAL WASTE TECHNICIAN	1.000	1.000	
TOTAL FOR LOC/DIV 08425 - INDUSTRIAL TREATMENT:		2.000	1.000	1.000
Div/Loc: 08426 - ENVIRONMENTAL TREATMENT LAB				
084261548	DATA MANAGEMENT SPECIALIST II	1.000	1.000	
084262541	EU COMPLIANCE ADMINISTRATOR	1.000	1.000	
084264020	LABORATORY TECHNICIAN II	4.000	4.000	
084269101	WATER QUALITY LAB SUPERVISOR	1.000	1.000	
TOTAL FOR LOC/DIV 08426 - ENVIRONMENTAL TREATMENT LAB:		7.000	7.000	
Div/Loc: 08427 - PLEASANT GROVE WWTP				
084274957	OFFICE ASSISTANT II	1.000	1.000	
084279040	WSTWTR TRMT PLT CHIEF OPERATOR	1.000	1.000	
084279025	WSTWTR TRMT PLT OPR GD III	4.000	4.000	
TOTAL FOR LOC/DIV 08427 - PLEASANT GROVE WWTP:		6.000	6.000	
Div/Loc: 08430 - WATER - ADMINISTRATION				
084309244	WATER UTILITY MANAGER	1.000	1.000	
TOTAL FOR LOC/DIV 08430 - WATER - ADMINISTRATION:		1.000	1.000	
Div/Loc: 08431 - WATER DISTRIBUTION				
084314957	OFFICE ASSISTANT II	3.000	3.000	
084317204	SR WATER DISTRIBUTION WORKER	4.000	4.000	
084319084	WATER DISTRIBUTION SUPERVISOR	2.000	1.000	1.000
084319085	WATER DISTRIBUTION SUPT	1.000	0.000	1.000
084319248	WATER DISTRIBUTION WORKER II	22.000	20.000	2.000
08431B252	WATER DISTRIBUTION WORKER I	0.000	1.000	(1.000)
08431B253	WATER DISTRIBUTION WORKER II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08431 - WATER DISTRIBUTION:		32.000	30.000	2.000
Div/Loc: 08432 - WASTEWATER COLLECTION				
084323610	INDUSTRIAL WASTE TECHNICIAN	1.000	1.000	
084324957	OFFICE ASSISTANT II	1.000	0.000	1.000
084327202	SR WSTWTR UTILITY MAINT WKR	4.000	4.000	
084328980	WSTWTR COLLECTION SUPT	1.000	1.000	
084328978	WSTWTR COLLECTION SUPV	1.000	1.000	
084329027	WSTWTR UTILITY MAINT WKR I	0.000	3.000	(3.000)
084329029	WSTWTR UTILITY MAINT WKR II	22.000	18.000	4.000
084324956	OFFICE ASSISTANT I	0.000	1.000	(1.000)
08432B254	WSTWTR UTILITY MAINT WKR I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08432 - WASTEWATER COLLECTION:		30.000	30.000	
Div/Loc: 08433 - WATER EFFICIENCY				
084330084	ADMIN TECHNICIAN	1.000	0.900	.100
084334957	OFFICE ASSISTANT II	1.750	1.000	.750
084339047	WATER CONSERVATION ADMINSTR	1.000	1.000	
084339078	WATER CONSERVATION SPECIALIST	1.000	1.000	
084339049	WATER CONSERVATION WORKER I	0.000	3.000	(3.000)
084339051	WATER CONSERVATION WORKER II	4.000	1.000	3.000
084334956	OFFICE ASSISTANT I	0.000	0.750	(.750)
TOTAL FOR LOC/DIV 08433 - WATER EFFICIENCY:		8.750	8.650	.100
Div/Loc: 08441 - RECYCLED WATER				
084417162	SR ENGINEERING TECHNICIAN	1.000	0.000	1.000

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
TOTAL FOR LOC/DIV 08441 - RECYCLED WATER:		1.000	0.000	1.000
Div/Loc: 08450 - STORM WATER MANAGEMENT PROGRAM				
084501350	ENGINEERING TECHNICIAN II	1.000	1.000	
084502544	ENVIRONMENTAL COMPL SPEC II	2.000	2.000	
084507142	SR ENGINEER	1.000	1.000	
TOTAL FOR LOC/DIV 08450 - STORM WATER MANAGEMENT PROGRAM:		4.000	4.000	
Div/Loc: 08527 - UTILITY EXPLORATION CENTER				
085273732	INTERPRETIVE SRVCS SPECIAL II	2.000	2.000	
085273740	INTERPRETIVE SRVCS SUPERVISOR	1.000	1.000	
085274517	MARKET & COMMUNICATIONS ANA II	1.000	1.000	
TOTAL FOR LOC/DIV 08527 - UTILITY EXPLORATION CENTER:		4.000	4.000	
TOTAL FOR DEPARTMENT 84 - ENVIRONMENTAL UTILITIES:		227.750	213.400	14.350
Department: 86 ROSEVILLE ELECTRIC				
Div/Loc: 08600 - ELECTRIC - ADMINISTRATION				
086000084	ADMIN TECHNICIAN	1.000	1.000	
086000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
086001548	DATA MANAGEMENT SPECIALIST II	1.000	1.000	
086001645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
086001312	ELECTRIC BUSINESS ANALYST II	4.000	3.000	1.000
086002346	ELECTRIC RATES & FINANCIAL ADM	1.000	1.000	
086002358	ELECTRIC TECHNOLOGY SYST SUPV	1.000	1.000	
086002359	ELECTRIC TECHNOLOGY SYSTS TECH	3.000	2.000	1.000
086002320	ELECTRIC UTILITY DIRECTOR	1.000	1.000	
086004517	MARKET & COMMUNICATIONS ANA II	1.000	1.000	
086007128	SR ELECTRIC BUSINESS ANALYST	2.000	1.000	1.000
08600B739	ELECTRIC BUSINESS ANALYST II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08600 - ELECTRIC - ADMINISTRATION:		17.000	15.000	2.000
Div/Loc: 08605 - ELEC REGULATORY-LEGISLATIVE SV				
086050084	ADMIN TECHNICIAN	1.000	1.000	
086050050	ADMINISTRATIVE ANALYST II	1.000	1.000	
086052335	ELECTRIC COMPLIANCE ANALYST	2.000	2.000	
086052348	ELECTRIC REG COMPL ADMINSTR	1.000	1.000	
TOTAL FOR LOC/DIV 08605 - ELEC REGULATORY-LEGISLATIVE SV:		5.000	5.000	
Div/Loc: 08611 - ELECTRIC ENGINEERING				
086110084	ADMIN TECHNICIAN	1.000	2.000	(1.000)
086110395	ASSISTANT ELECTRIC UTILITY DIR	1.000	1.000	
086112330	ELECTRIC DRAFTING TECH II	2.000	2.000	
086112345	ELECTRIC ENGINEERING TECH II	4.000	3.000	1.000
086112284	ELECTRIC ENGINEERING TECH SUPV	1.000	1.000	
086113412	GIS ANALYST II	1.000	0.000	1.000
086114957	OFFICE ASSISTANT II	2.000	1.000	1.000
086115596	POWER ENGINEER II	4.000	3.000	1.000
086115505	POWER ENGINEERING MANAGER	1.000	1.000	
086117151	SR POWER ENGINEER	2.000	2.000	
086112340	ELECTRIC ENGINEERING TECH I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08611 - ELECTRIC ENGINEERING:		19.000	17.000	2.000
Div/Loc: 08614 - ELECT CONST & MAINTENANCE				
086140150	ELECTRIC APPRENTICE LINE TECH	0.000	1.000	(1.000)

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
086142280	ELECTRIC LINE CONST SUPERVISOR	2.000	2.000	
086142285	ELECTRIC LINE TECH	16.000	10.000	6.000
086142286	ELECTRIC LINE TROUBLESHOOTER	4.000	3.000	1.000
086142212	ELECTRIC MATERIALS TECH II	3.000	3.000	
086142338	ELECTRIC OPERATIONS MANAGER	1.000	1.000	
086142254	ELECTRIC PREV DATA SYSTEM TECH	2.000	1.000	1.000
086142352	ELECTRIC SAFETY COORDINATOR	1.000	1.000	
086142319	ELECTRIC SUBSTATION SUPERVISOR	1.000	1.000	
086142350	ELECTRIC SYSTEM DISPATCHER	3.000	3.000	
086142360	ELECTRIC UTILITY TECHNICIAN I	0.000	4.000	(4.000)
086142362	ELECTRIC UTILITY TECHNICIAN II	17.000	10.000	7.000
086144957	OFFICE ASSISTANT II	1.000	1.000	
086147118	SR ELECTRIC LINE TECHNICIAN	5.000	5.000	
086147169	SR ELECTRIC MATERIALS TECH	1.000	1.000	
086147124	SR ELECTRIC METERING TECH	1.000	1.000	
086147126	SR ELECTRIC SUBSTATION TECH	3.000	3.000	
086147168	SR ELECTRIC SYSTEM DISPATCHER	1.000	1.000	
086142421	ELECTRIC PRE-APPRENTICE	0.000	2.000	(2.000)
08614B213	ELECTRIC UTILITY TECHNICIAN I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08614 - ELECT CONST & MAINTENANCE:		62.000	55.000	7.000
Div/Loc: 08616 - ELECTRIC POWER PLANT				
086162210	ELECTRIC MATERIALS TECH I	0.000	1.000	(1.000)
086162212	ELECTRIC MATERIALS TECH II	1.000	0.000	1.000
086162362	ELECTRIC UTILITY TECHNICIAN II	1.000	1.000	
086163608	INSTRUMENT & CONTROL TECH	2.000	2.000	
086164957	OFFICE ASSISTANT II	1.000	1.000	
086165600	POWER GENERATION SUPERINTENDEN	1.000	1.000	
086165591	POWER PLANT ENGINEER II	1.000	1.000	
086165530	POWER PLANT OPS & MAINT SUPVS	2.000	2.000	
086165526	PWR PLNT MECHANIC	3.000	2.000	1.000
086165523	PWR PLNT OPERATOR/TECH II	8.000	8.000	
086165555	SR POWER PLANT ENGINEER	1.000	1.000	
086167152	SR POWER PLANT OPERATOR/TECH	4.000	4.000	
08616B232	POWER PLANT MECHANIC	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08616 - ELECTRIC POWER PLANT:		25.000	25.000	
Div/Loc: 08621 - POWER SUPPLY				
086210084	ADMIN TECHNICIAN	1.000	1.000	
086218553	ASST ELEC UTIL DIR-RESOURCES	1.000	1.000	
086212314	ELECTRIC RESOURCES ANALYST I	0.000	2.000	(2.000)
086212316	ELECTRIC RESOURCES ANALYST II	7.000	2.000	5.000
086212354	ELECTRIC RISK MGMT ADMINISTRAT	1.000	1.000	
086215535	POWER SUPPLY & PORTFOLIO ADMST	1.000	1.000	
086211312	ELECTRIC BUSINESS ANALYST II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08621 - POWER SUPPLY:		11.000	9.000	2.000
Div/Loc: 08623 - RETAIL SRVCS-PUBLIC BENEFITS				
086231312	ELECTRIC BUSINESS ANALYST II	1.000	1.000	
086236280	ELECTRIC RETAIL SERVICES SUPV	2.000	1.000	1.000
086232466	ENERGY PROGRAM TECHNICIAN	4.000	4.000	
086232501	ENERGY SERVICES ACCOUNT REP II	2.000	2.000	
086233810	KEY ACCOUNTS REPRESENTATIVE	1.000	0.000	1.000
086234957	OFFICE ASSISTANT II	1.000	0.000	1.000
086237163	SR ENERGY SERVICES ACCOUNT REP	1.000	1.000	

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
TOTAL FOR LOC/DIV 08623 - RETAIL SRVCS-PUBLIC BENEFITS:		12.000	9.000	3.000
TOTAL FOR DEPARTMENT 86 - ROSEVILLE ELECTRIC:		151.000	135.000	16.000
Department: 88 DEVELOPMENT SERVICES				
Div/Loc: 08200 - PLANNING				
082000900	ASSOC PLANNER	5.000	4.000	1.000
082004957	OFFICE ASSISTANT II	2.000	2.000	
082005309	PLANNING MANAGER	2.000	2.000	
082005513	PRINCIPAL PLANNER	1.000	0.000	1.000
082007180	SR PLANNER	1.000	1.650	(.650)
082003410	GIS ANALYST I	0.000	1.000	(1.000)
08200B407	ASST PLANNER	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08200 - PLANNING:		11.000	11.650	(.650)
Div/Loc: 08800 - DEV SVCS- ADMINISTRATION				
088000050	ADMINISTRATIVE ANALYST II	1.000	0.000	1.000
088000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
088001676	DEVELOPMENT SERVICES DIRECTOR	1.000	1.000	
088001695	DEVELOPMENT SERVICES MANAGER	1.000	1.000	
088000045	ADMINISTRATIVE ANALYST I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08800 - DEV SVCS- ADMINISTRATION:		4.000	4.000	
Div/Loc: 08801 - DEV SVCS- PERMIT CENTER				
088013412	GIS ANALYST II	1.000	0.000	1.000
088014509	MAPPING SUPERVISOR	1.000	1.000	
088015245	PERMIT ANALYST	1.000	1.000	
088015279	PERMIT TECHNICIAN II	4.000	4.000	
088015311	PLANNING SYSTEMS ANALYST	1.000	1.000	
088015315	PLANNING SYSTEMS TECHNICIAN II	1.000	1.000	
088015562	PROJECT PLANNER	1.000	1.000	
TOTAL FOR LOC/DIV 08801 - DEV SVCS- PERMIT CENTER:		10.000	9.000	1.000
Div/Loc: 08810 - DEV SVCS- BUILDING INSPECTION				
088101017	BLDG INSPECTION SUPERVISOR	1.000	1.000	
088101019	BLDG INSPECTOR II	4.000	2.000	2.000
088101043	BLDG OFFICIAL	1.000	1.000	
088101047	BLDG PLANS EXAMINER II	4.000	3.000	1.000
088101672	DEVELOPMENT TECHNICIAN II	2.000	1.000	1.000
088104957	OFFICE ASSISTANT II	1.000	1.000	
088107117	SR BUILDING INSPECTOR	1.000	1.000	
088107195	SR BUILDING PLANS EXAMINER	1.000	1.000	
088101018	BLDG INSPECTOR I	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08810 - DEV SVCS- BUILDING INSPECTION:		15.000	13.000	2.000
Div/Loc: 08815 - DEV SVCS- CODE ENFORCEMENT				
088151019	BLDG INSPECTOR II	2.000	0.000	2.000
088151366	CODE ENFORCEMENT INSPECTOR	2.000	1.000	1.000
088157134	SR CODE ENFORCEMENT INSPECTOR	1.000	1.000	
088151018	BLDG INSPECTOR I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08815 - DEV SVCS- CODE ENFORCEMENT:		5.000	3.000	2.000
Div/Loc: 08820 - DEV SVCS- ENGINEERING				
088200820	ASSOC ENGINEER	1.000	1.000	
088200338	ASST ENGINEER	3.000	2.000	1.000

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
088201248	CONSTRUCTION INSPECTION SUPV	1.000	1.000	
088201434	CONSTRUCTION INSPECTOR II	3.000	3.000	
088201277	ENGINEERING MANAGER	1.000	1.000	
088201350	ENGINEERING TECHNICIAN II	1.000	0.000	1.000
088203326	FINANCE TECHNICIAN II	1.000	1.000	
088205514	PRINCIPAL ENGINEER	1.000	1.000	
088207121	SR CONSTRUCTION INSPECTOR	2.000	2.000	
088207142	SR ENGINEER	2.000	2.000	
088201300	ENGINEERING TECHNICIAN I	0.000	1.000	(1.000)
088203792	JR ENGINEER	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08820 - DEV SVCS- ENGINEERING:		16.000	16.000	
TOTAL FOR DEPARTMENT 88 - DEVELOPMENT SERVICES:		61.000	56.650	4.350
Grand Totals:		1,153.225	1,086.212	67.012



COUNCIL COMMUNICATION

CC #: 7927
File #: 0102-12

Title: League of California Cities Conference - Voting Delegate
Contact: Mark Wolinski (916) 774-5179 mwolinski@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.33.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council appoint by motion, Chief Financial Officer, Jay Panzica as the voting delegate for the League of California Cities business meeting of the General Assembly. The meeting will be held at noon on Friday, October 7, 2016 at the Long Beach Convention Center.

BACKGROUND

The League of California Cities Annual Conference is being held October 5 – 7, 2016 at the Long Beach Convention Center. The annual business meeting will be held on Friday, October, 7 at 12 PM when the membership takes action on Conference resolutions.

Designated voting delegates or their alternates registered to attend the Annual Conference constitute the League's General Assembly. One very important aspect of the conference is the annual business meeting where the membership takes action on conference resolutions. Annual conference resolutions guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California.

FISCAL IMPACT

Registration, travel and housing will be approximately \$1,200 for the delegate and the funds were approved in the City Manager's 2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This action is not considered a "project" as defined by the California Environmental Quality Act

(CEQA) and therefore no CEQA action is required.

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan MacPherson, Public Affairs & Communications Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

League Voting Delegate form



CITY: _____

**2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: **Kayla Gibson**
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247



COUNCIL COMMUNICATION

CC #: 7958
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Vicki Philpott
Contact: Lonnye Heple (916) 774-5484 lheple@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.34.

RECOMMENDATION TO COUNCIL

Recommend Vicki Philpott be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Lonnye Heple, Management Assistant

Rob Jensen, City Manager



Rob Jensen, City Manager

ATTACHMENTS:

Description

Commendation and Appreciation to Vicki Philpott

City of Roseville RESOLUTION

of

COMMENDATION AND APPRECIATION

WHEREAS, Vicki Philpott began her distinguished career with the City of Roseville on April 18, 1994, as an Administrative Secretary in the Human Resources Department, and then reclassified to an Administrative Assistant in July 2000; and

WHEREAS, Vicki promoted to Administrative Aide in the City Manager's office in 2001, and then promoted to Assistant to the City Manager in February 2004, and then reclassified to Executive Assistant to the City Manager in August 2012; and

WHEREAS, Vicki has served as the Executive Assistant supporting five city managers, worked closely with eight Mayors, and 12 Councilmembers, some whom served multiple terms; and

WHEREAS, Vicki received a total of five Pride of Roseville Awards and Commendation of Excellence Certificates. Vicki received the Pride of Roseville Commendation of Excellence Certificate in 1995 and 2001, Pride of Roseville Volunteer Award in 2000, Pride of Roseville Outstanding Work Performance Award in 2010, and the Pride of Roseville Distinguished Service Award in 2015; and

WHEREAS, Vicki has been truly dedicated to the employee-giving initiative since she began her career with the city beginning as a department representative with United Way and in 2003 she played an integral part in creating REACH and has served as chair since its inception raising over \$1.4 million; and

WHEREAS, Vicki has organized several internal fundraisers for various organizations in the community as well as national and international disasters bringing employees together to build camaraderie; and

WHEREAS, Vicki's dedication and ongoing commitment to the City of Roseville and the entire Roseville Community showed through her positive attitude, optimistic outlook, hard work, and willingness to assist wherever and whenever needed; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **VICKI PHILPOTT** be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED and APPROVED this 7th day of September, 2016.

CAROL GARCIA, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC #: 7966
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Murray McCool
Contact: Debbie Dion (916) 774-5331 ddion@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 6.35.

RECOMMENDATION TO COUNCIL

Recommend Murray McCool be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Debbie Dion, Administrative Assistant

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation

City of Roseville RESOLUTION

of COMMENDATION AND APPRECIATION

WHEREAS, Murray McCool, began his distinguished career with the City of Roseville on August 27, 2001 as a Building Inspector II, and has chosen to retire after 15 years of dedicated service; and

WHEREAS, Murray transferred to a Plans Examiner II on March 11, 2002 and during his tenure has assisted in plan checking over seven billion dollars in construction valuation; and

WHEREAS, Murray played an instrumental role in assisting the City of Roseville Building Division becoming the first accredited Building Division in the State of California; and

WHEREAS, Murray was influential in the remodel and rebuild of the Galleria Mall after the 2010 fire; and

WHEREAS, Murray's dedication to the city and its citizens was demonstrated in his performance of over 17,000 plan check reviews; and

WHEREAS, Murray has been a valued member of the Sacramento Valley Association of Building Officials Code Review and Development Committee, and he represented the City of Roseville and 54 other local jurisdictions at the International Code Council hearings regarding code changes; and

WHEREAS, over the years, Murray has provided professional and dedicated service, and he will be greatly missed by his friends, co-workers, and the citizens of Roseville; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **MURRAY McCOOL** be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 7th day of September, 2016.

CAROL GARCIA, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 7934

File #: 0201-01 & 0800-03

Title: Electric Bill Credits - Budget Adjustment

Contact: Philip McAvoy (916) 774-5689 pmcavoy@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve a budget adjustment in the amount of \$1,000,000.00 to provide a bill credit to Roseville Electric Utility customers, in accordance with the previously adopted 2015 Greenhouse Gas Free Allowance Proceeds Spending Plan.

BACKGROUND

The City of Roseville receives an annual direct allocation of California Greenhouse Gas allowances. The California Air Resources Board (CARB) distributes allowances to ensure that electricity ratepayers do not experience sudden increases in their electricity bills associated with the Cap and Trade Regulations. Roseville uses some allowances to meet emissions obligations associated with Roseville's natural gas fueled generation. The remainder is sold at auction, with Roseville receiving the proceeds. The law restricts how the proceeds may be spent.

At the June 15, 2016 City Council meeting, the 2015 Greenhouse Gas Free Allowance Proceeds Spending Plan was approved. A portion of the 2015 proceeds, \$1,000,000.00, was approved to provide electric customer bill credits. A bill credit was also used for part of the 2013 proceeds, and is consistent with CARB's Board Resolution 11-32 and its Cap and Trade Regulations. The table below illustrates the bill credit amounts by customer class:

Customer Class	Bill Credit Amount
Residential Customers	\$8.00
ERAP Customers*	\$16.00
GS1 Commercial Customers	\$12.50
GS2 Commercial Customers	\$250.00
GS3 Commercial Customers	\$2,200.00
GS4 Commercial Customers	\$15,000.00

* Electric Rate Assistance Program – provides assistance to low income customers.

FISCAL IMPACT

The estimated cost of the bill credits is \$1,000,000.00. Approval of the attached budget adjustment authorizes \$1,000,000.00 in spending from available funds in the Electric CARB Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The budget adjustment is not considered a “project” as defined by the California Environmental Quality Act (“CEQA”) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Philip McAvoy, Electric Rates and Financial Administrator

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5730

Budget Adjustment Form

ORDINANCE NO. 5730

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
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 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds from the 2015 Greenhouse Gas Free Allowance proceeds to provide bill credit to Roseville Electric Utility customers, per request of the Electric Department, as listed on the attached Request for Budget Adjustment totaling \$1,000,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link:
Miscellaneous Budget Training Information.

REQUESTER*: Matt Nelson

DEPARTMENT/DIVISION*: Electric/Finance & Admin

FISCAL YEAR/EFFECTIVE DATE*: FY2016-17

PROPOSED COUNCIL DATE (if applicable): 09/07/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
1,000,000	08650	5900	496			Electric CARB/Program Rebates
\$ 1,000,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
1,000,000			496			Electric CARB Fund Available Resources
\$ 1,000,000	TOTAL					

FINANCE USE	Approved:		
	<i>Kathy Cullen</i>	8/9/16	<i>Walter Haul</i>
	BUDGET MANAGER / DESIGNEE	DATE	Finance Director
			DATE

Justification for Budget Adjustment*:

Roseville Electric Utility requests a budget adjustment of \$1,000,000.00 to perform bill credits to all electric customers, in accordance with the previously approved 2015 Greenhouse Gas Free Allowance Proceeds Spending Plan. Funds are available in the Electric CARB Fund.

Approved:		Approved:	
<i>[Signature]</i>			
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 7959
File #: 0721-03

Title: Golden 1 Center - Bus Service and Municipal Code Amendment
Contact: Eileen Bruggeman (916) 774-5449 ebruggeman@roseville.ca.us

Meeting Date: 9/7/2016
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Transportation Commission and staff recommend the City Council:

- Adopt the resolution to authorize the Alternative Transportation Division to offer a new express bus service between Roseville and the Golden 1 Center in Sacramento, and
- Approve the proposed Ordinance Amendment to include a new fare category for express bus service to the Golden 1 Center.

BACKGROUND

Earlier this year the Public Works Department/Alternative Transportation staff began evaluating options for offering an express bus service between Roseville and the Golden 1 Center with the following objectives:

- Provide a bus service that provides transportation to events at the Golden 1 Center (the Center) in downtown Sacramento in a manner that provides benefits to the community (i.e., reduce congestion);
- Identify a fare that makes the service attractive to passengers; and
- Generate fare revenue sufficient to match or exceed service costs.

At a public hearing held on July 19, 2016, staff presented a detailed report and recommendation to the Transportation Commission addressing anticipated interest in the service, feasibility, fares, operations, and marketing (please see Attachment 1). Following the staff presentation, three members of the public spoke in favor of the new service, while also asking questions about the proposed fares and operations.

After discussion, the Transportation Commission unanimously recommended that the City Council approve the service and the fare ordinance. The Transportation Commission further requested that staff address the questions and comments provided by the public and the Commission when presenting the proposed service to the City Council. Consistent with that recommendation, the responses to comments and questions received from both members of the public and Transportation Commissioners during the public hearing are provided below.

Public Hearing Comments

Can we offer multiple fare and pricing options such as a family pass, season pass, or

one-way pass? Staff researched other similar services. We found that one-way trips are not typically offered to this type of event. Also, rather than offer a family package that can be more complicated to implement, staff recommends individual discounts that can be offered to promote family reservations. There are also fares that can be offered to allow someone to use the bus as a last-minute option, provided room is available. Based upon this information, staff recommends adoption of the fare structure identified below and as shown in the attached Fare Ordinance:

Children 2 years old and under FREE

(held on an adult's lap)

ADVANCE PURCHASES:

Youth 3 -18 years old \$ 9.00 per person, roundtrip

Adults 19 years and older \$12.00 per person, roundtrip

AT THE DOOR:

All Passengers \$15.00 per person, single or roundtrip

Marketing of this service is a critical component to success. Since the public hearing, staff has further developed the project marketing plan. This comprehensive regional marketing plan will target: earned media coverage, e-mail marketing, radio, mobile, online, social media, print, video, billboard, and bus exterior advertising. Additionally, staff is exploring partnerships with representatives of the Kings, Golden 1, local businesses and other cities.

Are there designated drop-off locations at the Center? Will there be an opportunity for input on bus parking locations/drop off locations at the Center? The master parking and traffic circulation plan is being developed by the City of Sacramento Engineering and Police Department with input from others, including Roseville city staff. The Plan was presented to the Sacramento Area Council of Governments (SACOG) transit operators for discussion on August 17, 2016. Staff is participating in on-going discussions with the Sacramento Police Department contact as they finalize the circulation plans for buses, along with drop-off, parking, and pick-up locations. There are options being finalized that are all within a few blocks of the Center.

Can passengers purchase a ride ticket on the day of the event at the pick-up point, if there is room available? Yes, the fare box programming can be modified to accept a cash payment on the day of the event. A higher at-the-door fare of \$15.00 per passenger is proposed by staff after looking at how other similar services offer same day fares.

The City should look at the possibility of offering this service for other events at the Center. What would be the criteria to do so? Staff will monitor and report to the Transportation Commission on the performance of the new service. If the new service is successful, we can evaluate opportunities to expand the service. Success will be evaluated based on ridership, amount of subsidy, and requests received for service to additional events.

If drivers and buses are arriving back late, how will driver down time be handled?

Pursuant to Federal regulations, there is a minimum amount of off time that must be provided to drivers between shifts. MV Transportation will assign drivers able to provide the service without conflicting with requirements to have minimum down time between shifts. Currently about 80% of the drivers will not be able to provide this service given their schedules. This is definitely a consideration as one to two buses are contemplated at this time for this service, and may become a larger constraint if more buses are requested for future expansion of the service.

How will bus break-downs be handled? Will this place extra strain on the buses? Similar to how we handle issues now with our Commuter buses that go to downtown Sacramento there will be a road supervisor available until the buses return to the yard. If called upon, the road supervisor can provide a replacement bus. In addition, the City's Fleet Maintenance

Division already provides an on-call mechanic that would be available to provide assistance as needed. While the fare revenue may cover the direct, tangible costs associated with offering the service there are additional impacts associated with the service which should not be allowed to negatively affect the ability to provide buses for the existing local and commuter services. Staff will coordinate with Fleet Maintenance and MV Transportation to monitor the frequency of preventive maintenance, break-downs, and vehicles out of service and report any trends to the Transportation Commission as the service progresses.

Staff was directed to make a firm, clearly stated policy of no food/no alcohol on buses.

Staff is preparing a list of Frequently Asked Questions (FAQS) that will be provided to passengers. Consistent with existing Roseville Transit Service Policies passengers are not allowed to have on the bus food (unless for medical reasons) or drink unless in a container with a screw top lid. Staff also learned from the Center that sales of alcoholic drinks will be discontinued during the 4th quarter of each game.

How will drivers handle drunk riders and refuse service to them? Will we leave passengers under the influence? Can we partner with Lyft and/or Uber to offer return rides at a discounted rate if a rider misses the bus or if a rider chooses to stay later in Sacramento? *Consistent with current Roseville Transit Service Policies the Code of Conduct requires appropriate social behavior, and the driver has the option to refuse service or contact the local Police Department as needed if additional assistance is required. While we are not recommending a partnership with Lyft or Uber at this time, if a passenger is refused service or misses a bus that departs on time there are several options available to them for a return trip, and we leave it to their discretion to make other arrangements. As noted above, this approach is consistent with our conduct policy for existing transit services.*

Additional Comments: Please note that subsequent to the public hearing, staff received additional public comments in support of the service. The additional public comments are provided in Attachment 2.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. The proposed new service is included in the current transit operations budget for Fiscal Year 2016/2017. The Local Transportation Fund will be used to fund any operational expenses not covered by fare revenue collected for the bus service.

ECONOMIC DEVELOPMENT / JOBS CREATED

The recommended new service and fare category will generate wages and earnings hours for employees of MV Transportation at its Roseville site. The costs and anticipated fare revenue are included in the recently adopted FY2016/17 budget for the Alternative Transportation Division, transit operations.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The proposed addition of an express transit service intended to decrease the

number of personal vehicles attending events at the Center does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Eileen Bruggeman, Alternative Transportation Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Attachment 1 - Transportation Commission Staff Report

Attachment 2 - Comments Received post-public hearing

Resolution No. 16-393

First Reading of Ordinance

Item 7A. Golden 1 Center – Express Bus Service

Staff Eileen Bruggeman, Alternative Transportation Analyst II

Recommendation

Staff recommends that the Transportation Commission:

- Open the public hearing and accept public comments;
- Recommend the City Council approve the proposed Ordinance Amendment to include a new fare of \$12.00 per person, roundtrip, for an express bus service; and,
- Provide staff with comments regarding operation of the express service.

Background

Public Works Department/Alternative Transportation staff began evaluating options for offering an express bus service between Roseville and the Golden1 Center with the following objectives:

- Provide a bus service that provides transportation to events at the Golden1 Center (the Arena) in downtown Sacramento in a manner that provides benefits to the community (i.e., reduce congestion);
- Identify a fare that makes the service attractive to passengers, and
- As a result generate fare revenue sufficient to match or exceed service costs.

Level of Interest: Given this would be a new service, the City would initially offer a service to Kings basketball games held at the Arena in downtown Sacramento. The Kings have existing popularity in the region and ticket holders typically attend several or all home games.

A survey was conducted during the month of June to assess the interest of Roseville residents in such an express bus service to attend Kings games and what fare would they be willing to pay for such service.

Of 101 survey responses, 87 indicated they plan to attend Kings games. Of those responses fifty seven (57) indicated they would ride an express bus service frequently, and thirty-two (32) indicated they would attend sometimes. Based on this response it is feasible to start the service with two (2) buses, with the option to scale the service back to one (1) bus if the ridership does not require provision of two (2) buses.

Fares: Responders were then asked how much they would be willing to pay round-trip fare for such a service, giving the option of \$12, \$15, \$18 or \$21 per person. The highest result was 67% (63 people) would pay \$12 round-trip fare, with 27% (25) choosing \$15 round-trip fare, 3% for \$18 and 3% for \$21 round-trip fare.

Cost Neutral: If the bus(es) are at least 80% filled (30 passengers per bus), and if passengers pay \$12 per person roundtrip, fare revenue will cover the anticipated costs. However, if there is less than 80% occupancy, as noted above there is the option to reduce the service from two (2) buses to one (1) bus.

How It Will Work:

- **Ticket Purchases** - Staff is working on setting up Square credit card processing application to allow online purchases of the tickets in advance of each game. Square is currently used by Parks and Recreation, and it has the value of providing a list of passenger names and a tally of tickets sold (able to input capacity constraints, if needed). Customers will also be able to call or come to the Alternative Transportation office to make ticket purchases. An additional benefit is that Square requires a lower processing fee (2.9%, plus \$0.30 per ticket) in comparison to other credit processing systems.
- **Reservations** - The tickets will be sold in advance, only. This will provide a passenger number to help us adjust the number of buses to put in service for each game. Passengers will be able to print off their tickets, and drivers will have a list of ticket holders.
- **Roseville Pick Up Location** - Park and ride lots in the City were evaluated as possible pick up locations, however, staff is recommending use of Downtown Roseville. Using the bus stop at the Civic Center will make use of the existing parking structure, and an additional parking structure will be constructed soon that will provide an additional approximately 450 parking spaces. Recent parking studies indicate there is sufficient available parking to accommodate this activity.

A key consideration of using Downtown Roseville as the pick-up location for the express bus service is it provides an opportunity to highlight downtown businesses and activities at the Town Square. It is anticipated this service will have regional draw from communities beyond City of Roseville boundaries. Staff is in discussions with the Downtown Merchants Association to explore options for how the tickets may be used to promote businesses in downtown.

- **Arena Drop-Off Location** - The Sacramento Area Council of Governments (SACOG) is holding discussions with Sacramento Police and City of Sacramento to identify bus drop off locations. Once the drop off location(s) are identified, the proximity to the arena entrance will be a point highlighted as one of the benefits of using the express bus service (assuming the drop off location requires less walking to the arena entrance than using parking lots surrounding the Golden 1 Arena).
- **Pick-Up Times** - Staff has researched other express services to sporting events, and is recommending that the bus departure times from the Arena be based on the game end time. Viable bus parking locations will need to be identified before the start of the service (the 2016/2017 season will begin in October 2016). The driver(s) will remain in Sacramento with the bus(es) and will be in position to pick up passengers following the end of the game at prescribed intervals (for example, 30 minutes and 45 minutes after the end of the game).

Marketing: Staff is working with the advertising firm (Iron Horse Media) which sells Roseville's bus advertising, to explore promotional opportunities with representatives of Golden 1 Credit Union and the Kings. This includes providing information regarding the express bus service to their ticket holders and use of Kings and/or Golden 1 Credit Union names and logo(s) on advertising wraps for Roseville Transit buses. Additional venues for marketing to communities beyond the City of Roseville may include: e-mail marketing to ticket holders, radio, mobile, social media, print, video, and bus exterior advertising.

Reporting: Around mid-season staff will provide a status report to the Transportation Commission regarding the effectiveness of the service. By mid-season trends should be appearing regarding expenses per game, ridership, revenue and any logistical issues, such results of using the advance reservation process or the marketing program.

Fiscal Impact

The proposed new service is included in the current transit operations budget. Assumptions include providing two (2) buses per home game of the Kings (approximately twenty games). Costs include approximately six (6) hours driver time, projected fuel costs, and credit processing charges.

The express service will be able to generate fare revenue sufficient to cover the anticipated expenses based on a roundtrip fare of \$12.00 per person, provided each bus put in service is approximately eighty percent (80%) occupied. With use of the Square credit processing system and required advance ticket purchase staff will be able to adjust the number of buses put in service based on the number of tickets purchased.

Environmental Review

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The proposed addition of an express transit service intended to decrease the number of personal vehicles attending events at the Golden1 Arena does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

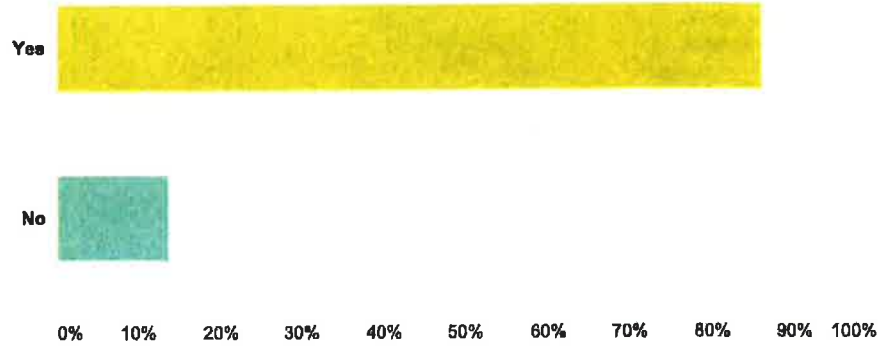
Attachments:

1. Survey Results
2. Feasibility Study Summary

Express bus service to Sacramento Kings games

**Q1 Are you planning to attend any
Sacramento Kings games during the 2016-
17 season?**

Answered: 101 Skipped: 0



Answer Choices

Yes

No

Total

Responses

86.14%

13.86%

87

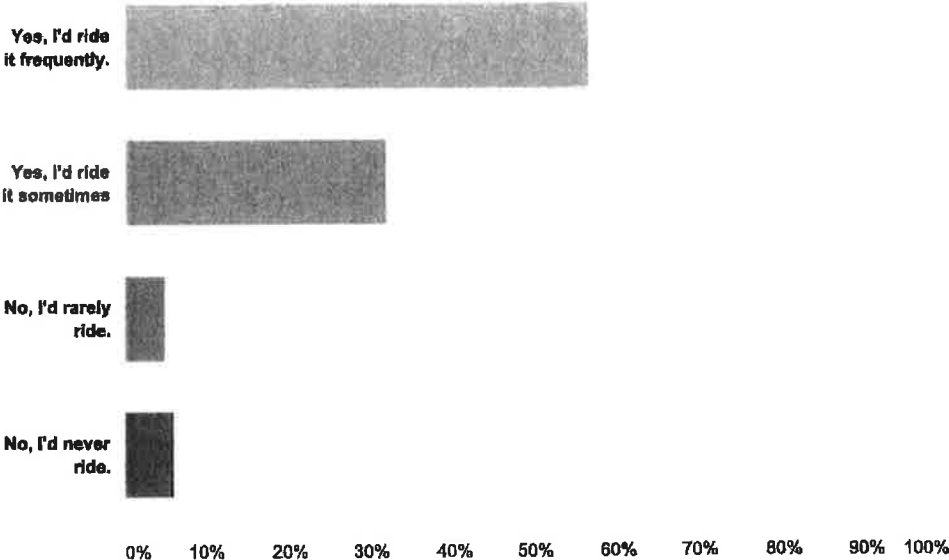
14

101

Express bus service to Sacramento Kings games

Q2 Would you ride express bus service from Roseville to downtown Sacramento for Kings games?

Answered: 100 Skipped: 1

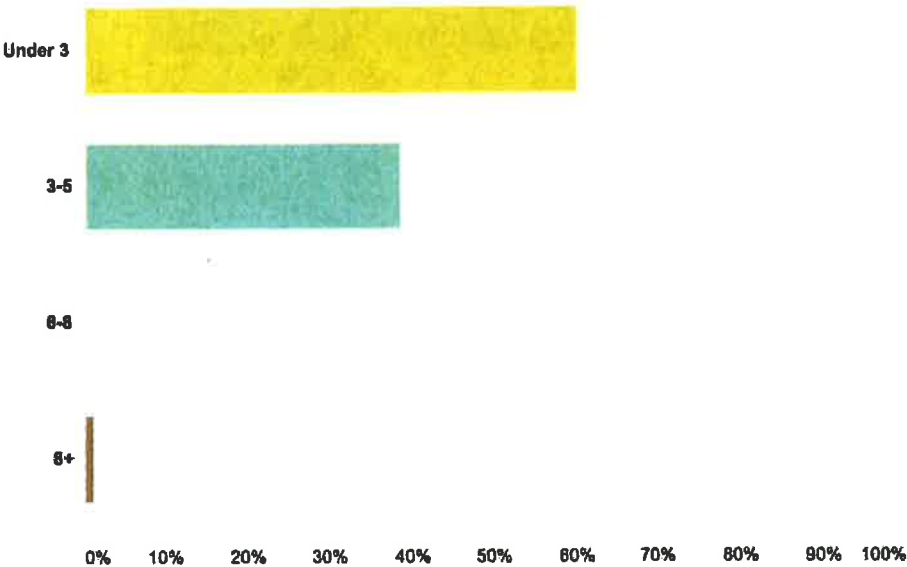


Answer Choices	Responses	
Yes, I'd ride it frequently.	57.00%	57
Yes, I'd ride it sometimes	32.00%	32
No, I'd rarely ride.	5.00%	5
No, I'd never ride.	8.00%	6
Total		100

Express bus service to Sacramento Kings games

Q3 If you would consider riding this bus service, how many people would be in your party?

Answered: 96 Skipped: 5

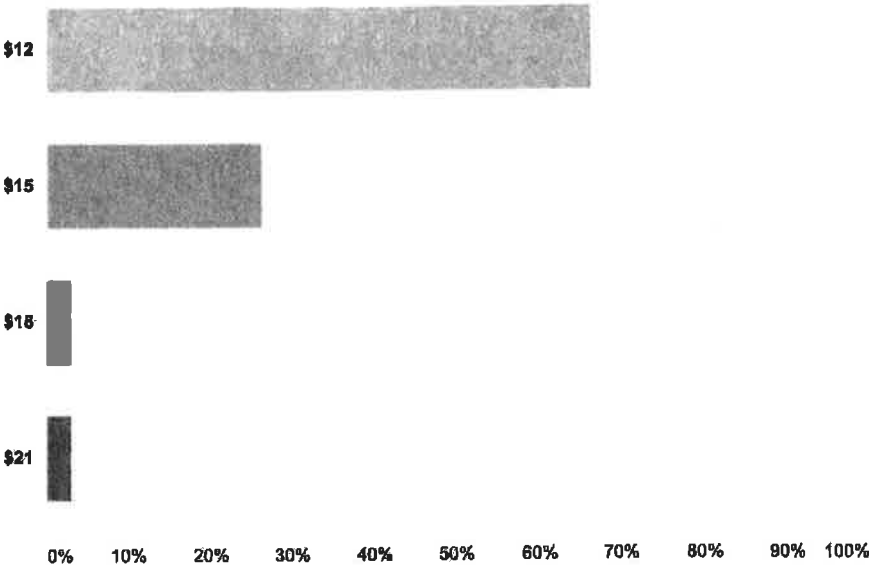


Answer Choices	Responses	
Under 3	60.42%	58
3-5	38.54%	37
6-8	0.00%	0
8+	1.04%	1
Total		96

Express bus service to Sacramento Kings games

Q4 How much would you be willing to pay for round-trip fare per person?

Answered: 94 Skipped: 7



Answer Choices	Responses	
\$12	67.02%	63
\$15	26.60%	25
\$18	3.19%	3
\$21	3.19%	3
Total		94

**EXPRESS BUS SERVICE
FEASIBILITY STUDY**

	% / Number of Occupied Seats:	100% / 38	80% / 30	50% / 19	25% / 10
--	--------------------------------------	------------------	-----------------	-----------------	-----------------

\$12 Roundtrip Fare Revenue	\$	456.00	\$	360.00	\$	228.00	\$	120.00
Processing Fees*	\$	(24.62)	\$	(19.44)	\$	(12.31)	\$	(6.48)
Less Operating Costs **	\$	(319.32)	\$	(319.32)	\$	(319.32)	\$	(319.32)
TOTAL (Loss) or Gain	\$	112.06	\$	21.24	\$	(103.63)	\$	(205.80)

\$15 Roundtrip Fare Revenue	\$	570.00	\$	450.00	\$	285.00	\$	150.00
Processing Fees*	\$	(27.93)	\$	(22.05)	\$	(13.97)	\$	(7.35)
Less Operating Costs	\$	(319.32)	\$	(319.32)	\$	(319.32)	\$	(319.32)
TOTAL (Loss) or Gain	\$	222.75	\$	108.63	\$	(48.29)	\$	(176.67)

\$18 Roundtrip Fare Revenue	\$	684.00	\$	540.00	\$	342.00	\$	180.00
Processing Fees*	\$	(31.24)	\$	(24.66)	\$	(15.62)	\$	(8.22)
Less Operating Costs **	\$	(319.32)	\$	(319.32)	\$	(319.32)	\$	(319.32)
TOTAL (Loss) or Gain	\$	333.44	\$	196.02	\$	7.06	\$	(147.54)

\$21 Roundtrip Fare Revenue	\$	798.00	\$	630.00	\$	399.00	\$	210.00
Processing Fees*	\$	(34.54)	\$	(27.27)	\$	(17.27)	\$	(9.09)
Less Operating Costs **	\$	(319.32)	\$	(319.32)	\$	(319.32)	\$	(319.32)
TOTAL (Loss) or Gain	\$	444.14	\$	283.41	\$	62.41	\$	(118.41)

*2.9% credit processing fee, plus \$0.30 per ticket fee

** Operating Costs of fuel and driver of (1) bus

Express Bus to Golden 1 Center

Date	Contact Method	Comment
7/16/2016	email	I understand that the Transportation Commission will be considering an express bus service from Roseville to the new Golden 1 Center in downtown Sacramento to begin this fall. As a Sacramento Kings season ticket holder, I am STRONGLY in favor of this option. I have been very concerned about the downtown parking situation for the Kings games and have been waiting to hear something about public transportation options for those of us in the Roseville area. I don't relish the thought of having to drive over half an hour to the new arena and park in a parking garage, which will likely take an hour to get out of after the games. I hope that you will consider more than one bus, as I am aware that there are many Kings fans in the Roseville/Rocklin area. Thank you, in advance, for making this option available to us!!
7/18/2016	email	My wife and I are genuinely interested in the proposed bus service from downtown Roseville to the Kings games. We share season tickets with a small group of friends and, having worked in downtown Sacramento for years, neither of us is looking forward to driving to the games, dealing with the congested parking garages, and the traffic trying to leave the area. Just getting out of some of the multiple floor garages, after attending events has taken us an hour. So, the extra time and effort to get to downtown Roseville to catch the bus would be a great trade-off for us.
7/19/2016	Twitter	@RSVL_Alt_Trans If the @CityofRoseville says YES on @Golden1Center bus service, Kings play 10/10 & 10/18 @ 7:30pm. 🙏
8/4/2016	email	Will there be any bus schedules added to accommodate night time events at the new arena in downtown Sacramento? We live in Roseville and it would be great to be able to go to a park & ride and take the bus to and from arena night events.
8/11/2016	Twitter	Question: What about public transit north of Sac? Will @RSVL_Alt_Trans offer rides to @Golden1Center
		Our reply: @lbrzyszc @Golden1Center #RosevilleTransit express service from Downtown Roseville to Kings games to be considered at Sep. 7 council meeting
		Comment: @RSVL_Alt_Trans @Golden1Center That would be a great service. Looking forward to going to events, but not excited about the parking.
		Our reply: @lbrzyszc @Golden1Center Thanks! Keep following for updates. #RosevilleTransit would be fun way to get to games and leave the driving to us!
7/19/2016	Twitter	Marketing by @RSVL_Alt_Trans and many partners will be critical to ensure express service to Kings games succeeds. 🙏
8/12/2016	phone	My husband and I are seniors (ages 64,65) and we are glad to hear Roseville will be offering transportation to the Kings game. We don't want to drive downtown. We live in Del Webb and we can easily get to Roseville. We will tell all our friends in the Del Webb Sports Club. Our members have tickets to the games. Light rail does not appeal to us. We take the ferry from Vallejo to the Giants game. It is so much fun. The fans are excited, doing cheers, and it's lots of fun after a win. So happy Roseville is doing this. I couldn't find anyone else in the area doing it.

RESOLUTION NO. 16-393

AUTHORIZING ROSEVILLE TRANSIT LOCAL SERVICE CHANGES

WHEREAS, on July 19, 2016, the Transportation Commission held a public hearing, at which time public comments were received regarding the addition of an express bus service between Roseville and the Golden 1 Center in Sacramento; and

WHEREAS, staff presented a detailed report and recommendation addressing anticipated interest in the service, feasibility, fares, operations and marketing; and

WHEREAS, after hearing public comment, the Transportation Commission unanimously recommended that the City Council approve the service and fare ordinance; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby authorizes the proposed changes regarding the addition of express bus service between Roseville and the Golden 1 Center in Sacramento.

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

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION
14.30.080 OF CHAPTER 14.30 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING PUBLIC TRANSIT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.30.080 of Chapter 14.30 of Title 14 of the Roseville Municipal
Code is hereby added to read as follows:

Express bus service between Roseville and the Golden 1 Center in Sacramento:

A. Advance Purchases:

1. Youth 3 -18 years old \$9.00 per person, roundtrip
2. Adults 19 years old and older \$12.00 per person, roundtrip
3. Children 2 years old and under FREE

B. At the Door:

1. All Passengers 3 years and older \$15.00 per person, single or roundtrip

2. Children 2 years old and under FREE

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 7968

File #: 0201-01 & 0401-02-02-1

Title: Oak Street Parking Facility Improvement Project - Budget Adjustment

Contact: Bill Aiken (916) 774-5271 baiken@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Adopt an ordinance to be immediately effective as an appropriation measure to amend the 2016/17 budget as follows:

1. Authorize a budget adjustment loaning \$1,500,000 from the Strategic Improvement Fund (110) to the Downtown Parking Fund (212).
2. Authorize a budget adjustment to transfer \$1,500,000 from the Downtown Parking Fund (212) to the Public Facilities Fund for the purpose of increasing the Oak Street Parking Facility Project CIP (151001).
3. Authorize a budget adjustment to increase the Oak Street Parking Facility Project CIP (151001) by \$2,100,000 through the use of fund balance from the Public Facilities Fund (222).

BACKGROUND

Based on the completed construction documents, staff is recommending that the final Oak Street Parking Facility be constructed as a 6-story, 418 space garage at a guaranteed maximum construction price of \$12,240,499. This price, which exceeds the initial project cost estimate of \$10,500,000, is based on current market conditions and all changes to project scope which occurred as the project design evolved from 30% to 100% completion. The budget adjustment requested also includes approximately \$360,000 to add develop a project contingency fund for any final, unexpected costs.

On February 17th of this year, Council approved the award of a design-assist construction agreement to C. Overaa & Co. The contract added Overaa to the overall project design team; they joined the lead designer, Walker Parking Consultants, and city staff in the ongoing effort to finalize plans for the new Oak Street Parking Facility. In addition to providing input on the design process, the design-assist construction agreement also established Overaa as the project's construction contractor.

Overaa was selected based on a review of proposals provided by qualified contractors. Subsequent negotiations, and the review of project plans that were 30% complete at the time, resulted in Overaa's submittal of a guaranteed maximum construction price (GMP) of \$10,500,000. This was submitted based on the understanding that the ongoing project design would ultimately define final project cost.

Since the initial award of the design-assist construction contract, all parties have worked together to finalize the plans for the Oak Street Parking Facility. During this effort the full scope of the project was

determined, the expectations and needs of varied city departments were clarified, and actual costs to construct the garage (per the 100% completed construction documents) were finalized through the subcontractor bidding process. Overaa has submitted their guaranteed maximum price based on all of these adjusted factors.

Although all parties discussed a variety of cost cutting considerations, the only significant option for reducing cost is to reduce the size of the garage. An option for a 418 parking space design was identified as the most cost-efficient option. Staff and the consultants considered options for a smaller structure, but each failed to meet project goals and resulted in a higher average cost per space. Additional cost reduction opportunities include the removal of the proposed parking space count system and the deletion of the painting specified for the garage ceilings (both estimated at \$100,000 each). If the budget adjustment is approved, per section 6.5 of the existing design-assist construction agreement with Overaa, staff will process a change order to reflect the adjusted GMP.

FISCAL IMPACT

The total expected cost of the Oak Street Parking Facility project is \$14,100,000, including the proposed \$360,000 contingency. The proposed action will have no impact on the General Fund. Previous Council actions have directed \$12,000,000 to the Oak Street Parking Facility CIP account. These funds were allocated as follows:

	Current Funding:	Proposed Funding
FY14/15 CIP Item	\$ 100,000	\$100,000
2006 RDA Bond Fund transfer	\$5,832,647	\$5,832,647
VRF Loan	\$ 600,216	\$600,216
Public Facilities Funds	\$3,500,000	\$4,100,000
SIF Loan	\$1,967,137	\$3,467,000
<i>Total</i>	<i>\$12,000,000</i>	<i>\$14,100,000</i>

This Council request would address the remaining funding requirement of \$2,100,000 for the Oak Street Parking Facility Project CIP (151001).. Requested actions include authorization of budget adjustments of \$600,000 from the Public Facilities Fund and an additional \$1,500,000 loan from the Strategic Improvement Fund to the Downtown Parking Fund. The proposed loan repayment schedule is provided as an attachment. The loan will be disbursed upfront to the Downtown Parking Fund and repaid to the Strategic Improvement Fund via backfilling from a combination of funding sources:

- Downtown Parking in-Lieu Fee – full amount collected on an annual basis,
- Downtown Fee – amount to be determined from Fiddymont Farm Phase 3.

ECONOMIC DEVELOPMENT / JOBS CREATED

During construction, the City's *Construction Project Economic Impact Tool* estimates that the parking facility project would result in the following economic impact^[1]:

- 144 total jobs associated with construction: 91 direct and 53 through indirect and induced activities^[2]
- \$19,603,030 in total annual economic output^[3]: \$12,600,000 in direct output and another \$7,003,030 through indirect and induced activities.

^[1] Assumes estimated hard construction cost of \$12.6 million

[2] 11.4 total jobs per \$1 million in construction costs; 7.2 direct, 4.2 indirect and induced.

[3] \$1 million in construction cost supports \$1,555,796 total annual output (\$1 million direct; \$555,796 indirect and induced)

ENVIRONMENTAL REVIEW

Development of the Oak Street Parking Facility was previously evaluated in the Downtown Specific Plan EIR (certified April 2009), and identified in the associated Downtown Specific Plan. Construction of the Oak Street Parking Facility is found to be within the scope of the project covered by the Downtown Specific Plan Final EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parking facilities, parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the Downtown Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Downtown Specific Plan EIR will be implemented during the design and construction of the Oak Street Parking Facility. As such, no additional environmental documentation is required.

Respectfully Submitted,

Bill Aiken, Development Analyst

Chris Robles, Economic Development Director

ATTACHMENTS:

Description

Ordinance 5736

Budget Adjustment Forms

Loan Schedule

ORDINANCE NO. 5736

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
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 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Oak Street Parking Facility Improvement project, per request of the Economic Development Department, as listed on the attached Request for Budget Adjustment totaling \$5,100,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Bill Aiken

DEPARTMENT/DIVISION*: Economic Development

FISCAL YEAR/EFFECTIVE DATE*: FY2016-17

PROPOSED COUNCIL DATE (if applicable): 09/07/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
2,100,000	10005	6130	222	151001	45	Increase CIP for Oak Street Parking Garage
1,500,000	00212	3911	212			Loan to Downtown Parking Fund from SIF (110)
1,500,000	00222	3902	222			Transfer to PFF from Downtown Parking Fund (212)
\$ 5,100,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
1,500,000	00110	8911	110			Loan from SIF to Downtown Parking Fund (212)
1,500,000	00212	8902	212			Transfer from Downtown Parking Fund to PFF (222)
2,100,000			222			Use of fund balance for Oak Street Parking Garage
\$ 5,100,000	TOTAL					

FINANCE USE	Approved:		
	<i>Kathy Cullen</i>	8/3/16	<i>Wally Hall</i>
	BUDGET MANAGER/DISEGNEE	DATE	Finance Director: Date

Justification for Budget Adjustment*:

Request for additional funding for the Oak Street Parking garage. This budget adjustment is increasing the CIP from \$12m to \$14.1m which includes approximately \$400k in additional contingency. PFF contributes 30% of the estimated cost thus increasing its funding by \$600,000. The remaining \$1.5m is a loan from the SIF to the Downtown Parking Fund. The Downtown Parking Fund will repay the SIF at a later date.

Approved:	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Bill Aiken

DEPARTMENT/DIVISION*: Economic Development

FISCAL YEAR/EFFECTIVE DATE*: FY2016-17

PROPOSED COUNCIL DATE (if applicable): 09/07/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
2,100,000	10005	6130	222	151001	45	Increase CIP for Oak Street Parking Garage
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1,500,000	00222	3902	222			Transfer to PFF from Downtown Parking Fund (212)
\$ 5,100,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
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1,500,000	00212	8902	212			Transfer from Downtown Parking Fund to PFF (222)
2,100,000			222			Use of fund balance for Oak Street Parking Garage
\$ 5,100,000	TOTAL					

FINANCE USE	Approved:		
	<i>Kathy Cullen</i>	<i>8/31/16</i>	<i>Walter Hurl</i>
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director
			Date

Justification for Budget Adjustment*:

Request for additional funding for the Oak Street Parking garage. This budget adjustment is increasing the CIP from \$12m to \$14.1m which includes approximately \$400k in additional contingency. PFF contributes 30% of the estimated cost thus increasing its funding by \$600,000. The remaining \$1.5m is a loan from the SIF to the Downtown Parking Fund. The Downtown Parking Fund will repay the SIF at a later date.

Approved:		Approved:	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE

Loan from Strategic Improvement Fund (110) to Downtown Parking Fund (212)

Original Loan Amount - \$1,967,137

Increase in Loan Amount on 7/1/16 - \$1,500,000

Adjusted Loan Amount on 7/1/16 - \$3,467,137

Total Loan Amount after Deferred Interest - \$3,548,362.92

Loan Disbursement Date – FY2015-16

Interest – Interest based on the City's annual interest rate, accrued annually beginning in FY2015-16 and added to principal balance beginning FY2018-19

Term – 12.5 years (2.5 years of deferred payments and 10 years of P&I payments)

First Payment – FY2018-19

Payment Date - 7/1/XX

Original Annual Payment Amount - \$199,415.23 (principal only) + annual interest payment

Adjusted Annual Payment Amount - \$354,836.29 (principal only) + annual interest payment

Loan Purpose - Funding of the Oak Street Parking Garage

Fiscal Year	FY2015-16¹	FY2016-17²	FY2017-18²	FY2018-19²	FY2019-20²
Int Rate Estimate	0.96%	1.00%	1.10%	1.20%	1.20%
Fiscal Year	FY2020-21²	FY2021-22²	FY2022-23²	FY2023-24²	FY2024-25²
Int Rate Estimate	1.20%	1.20%	1.20%	1.20%	1.20%
Fiscal Year	FY2025-26²	FY2026-27²	FY2027-28²		
Int Rate Estimate	1.20%	1.20%	1.20%		

	Date	Deferred Interest (thru FY17 & applied to FY17 Loan Bal)	Principal Reduction (Deferred thru FY17)	Loan Balance	Total Payment Budgeted 7/1 Next FY
Origination	FY2015-16			1,967,137.00	
	6/30/2016	7,868.55	0.00	1,975,005.55	
Loan Increase	7/1/2016			3,475,005.55	
	6/30/2017	34,750.06	0.00	3,509,755.60	
	6/30/2018	38,607.31	0.00	3,548,362.92	
	6/30/2019	42,580.35	354,836.29	3,193,526.62	397,416.65
	6/30/2020	38,322.32	354,836.29	2,838,690.33	393,158.61
	6/30/2021	34,064.28	354,836.29	2,483,854.04	388,900.58
	6/30/2022	29,806.25	354,836.29	2,129,017.75	384,642.54
	6/30/2023	25,548.21	354,836.29	1,774,181.46	380,384.50
	6/30/2024	21,290.18	354,836.29	1,419,345.17	376,126.47
	6/30/2025	17,032.14	354,836.29	1,064,508.87	371,868.43
	6/30/2026	12,774.11	354,836.29	709,672.58	367,610.40
	6/30/2027	8,516.07	354,836.29	354,836.29	363,352.36
	6/30/2028	4,258.04	354,836.29	0.00	359,094.33
Estimated Total		268,541.23	3,193,526.62	354,836.29	3,782,554.87

1 - Interest rate estimate based on FY2015-16 average monthly rate from July to November

2 - Interest rate estimate; actual rate may vary depending on City's Annual Interest Rate



COUNCIL COMMUNICATION

CC #: 7954

File #: 0400-04-03-2

Title: Community Facilities District No. 4 - Annexation of Territory

Contact: Jeannine Thrash (916) 774-5473 jthrash@roseville.ca.us
Monty Hanks (916) 774-5313 mhanks@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 8.1.

RECOMMENDATION TO COUNCIL

It is requested that the City Council adopt the following resolutions:

- A Resolution of the City Council of the City of Roseville of Annexation of Territory to Community Facilities District Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors
- A Resolution of the City Council of the City of Roseville Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien

BACKGROUND

The landowner, John Mourier Construction, Inc. is obligated by the "Conditions of Approval by and Between the City of Roseville and John Mourier Construction, Inc." to participate in a community facilities district for the provision of public services to the Property, prior to the approval of the Final Parcel Map for this project.

On August 3, 2016 Council approved Resolution No. 16-331 to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein, and set Wednesday, September 7, 2016 at 7 p.m., 311 Vernon St. Roseville, CA as the time and place to conduct the public hearing.

The purpose of the Public Hearing for Community Facilities District No. 4 (Public Services), Annexation No. 6 (Foothills American Dream) and these proceedings are to 1) hear all interested persons on matters pertaining to the annexation into CFD No. 4; 2) call a special election of the eligible voters in the CFD (landowners); declare the election results and direct the City Clerk to record the Notice of Special Tax Lien at the County of Placer.

FISCAL IMPACT

The annexation to Community Facilities District No. 4 (Public Services) will not impact the City's General Fund. The property owners will pay a special tax sufficient to pay the costs of the CFD and be levied annually among the parcels of real property within the CFD.

ECONOMIC DEVELOPMENT / JOBS CREATED

The formation of the CFD will ultimately help the local economy in the construction industry by creating new jobs for infrastructure and home construction.

ENVIRONMENTAL REVIEW

This is not considered a "project" as defined by the California Environmental Quality Act (CEQA) and therefore no CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-388

Notice of Special Tax Lien

Resolution No. 16-389

Notice of Public Hearing

RESOLUTION NO. 16-388
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF
ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT
AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO
QUALIFIED ELECTORS

Community Facilities District No. 4
(Public Services)

Annexation No. 6 (Foothills American Dream)

RESOLVED by the City Council (the "Council") of the City of Roseville (the "City"), County of Placer, State of California, that:

WHEREAS, this Council on August 3, 2016, adopted Resolution No. 16-331 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 4 (Public Services) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held;

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD; and

WHEREAS, Annexation Map 6 Foothills American Dream to the CFD, has been filed with the County Recorder of the County of Placer, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

2. The description and map of the boundaries of the territory to be annexed to CFD, as described in said Annexation Map 6 – Foothills American Dream to the CFD on file with the Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

3. The provisions of the Resolution of Intention as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), (c)(1), and (c)(3) of said Section 4000 are applicable to this election, provided however, the City has received written waivers from the owner of all the territory to be annexed and the election may be expedited.

7. The Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on September 7, 2016 in the regular meeting place of this Council, City Council Chambers, 311 Vernon Street, Roseville, CA 95678.

8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

9. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 o'clock p.m. on September 7, 2016 whether received by mail or by personal delivery.

10. This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

* * * * *

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Roseville duly held on _____, the _____ day of _____ 2016, by the following vote:

AYES:	COUNCILMEMBERS	_____
NOES:	COUNCILMEMBERS	_____
ABSTAIN:	COUNCILMEMBERS	_____
ABSENT:	COUNCILMEMBERS	_____

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

**Community Facilities District No. 4
(Public Services)**

**OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION**

Annexation No. _____

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Roseville no later than 5:00 o'clock p.m. on _____, either by mail or in person. The City Clerk's office is located at 311 Vernon Street, Roseville, CA 95678.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Roseville and obtain another.

BALLOT MEASURE: Shall the City of Roseville, by and for its Community Facilities District No. 4 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. _____ of the City of Roseville, adopted by its Council on _____?

YES: _____

NO: _____

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326(a) and 5327(b) of the California Government Code.

Number of Votes: _____

Property Owner:

Name: _____

Address: _____

By: _____

Title: _____

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk
City of Roseville
311 Vernon Street,
Roseville, CA 95678

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

**City of Roseville
Community Facilities District No. 4
(Public Services)**

Annexation No. 6 (Foothills American Dream)

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Roseville (the "City"), County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax which the City is authorized to levy for Community Facilities District No. 4 (Public Services) (the "CFD"), County of Placer, State of California, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of public services in and according to the rate and method of apportionment set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Placer, State of California on June 21, 2005, as Document No. 2015-0079310, to which recorded Notice of Special Tax Lien and amendment thereto reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amended Notice of Special Tax Lien amends and supplements the Notice of Special Tax Lien to add to the territory of Community Facilities District No. 4 (Public Services) of the City Roseville the lands set forth in that certain "Annexation Map 6" to Community Facilities District No. 4 (Public Services), County of Placer, State of California – Foothills American Dream," heretofore recorded on August 4, 2016 at Book 3 Maps of Assessment and Community Facilities Districts at Page 50-7 in the office of the County Recorder of the County of Placer, State of California.

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53324 of the Government Code, the undersigned, City Clerk of the City of Roseville, hereby gives notice that a lien to secure payment of a special tax which the City Council of the City of Roseville, County of Placer, State of California is authorized to levy is hereby imposed. The special tax secured by this lien is authorized to be levied for the purpose of paying for public services as described in **Exhibit A** attached hereto, and the incidental expenses related thereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which have been annexed to Community Facilities District No. 4 (Public Services), as shown in the Annexation Map referred to above, are thus included in this Amended Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured

assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in **Exhibit C** hereto and hereby made a part hereof.

The special tax is authorized to be levied against the parcel(s) described in Exhibit C hereto, which parcel(s) has been annexed into Community Facilities District No. 4 (Public Services), City of Roseville, County of Placer, State of California, which has been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect unless the special tax obligation is canceled in accordance with law or the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment and the manner of collection of the authorized special tax is shown on **Exhibit B** attached hereto. The rate, method of apportionment, and the manner of collection of the authorized special tax does not contain conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District No. 4 (Public Services), City of Roseville, in accordance with Section 3115.5 of the Streets and Highways Code.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City Administrator of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, telephone number (916) 774-5319.

Dated: As of _____, 2016.

By: _____
City Clerk
City of Roseville

EXHIBIT A – List of Authorized Services
EXHIBIT B – Rate and Method of Apportionment
EXHIBIT C – Property Owner and Parcel Number

EXHIBIT A

CITY OF ROSEVILLE Community Facilities District No. 4 (Public Services) Annexation No. 6 (Foothills American Dream)

List of Authorized Services

The Maintenance Obligations to be finance, in whole or in part, by this CFD shall consist of the following:

1. Maintenance of the landscape corridors and paseos designed to serve the project areas within the CFD, including but not limited to, soundwalls, trees, bus shelters, autumn leaf cleanup and street sweeping, landscaping, the City and neighborhood entry features and the landscape median;
2. Maintenance of all public pedestrian or bicycle pathways;
3. Maintenance of the Open Space Buffer Areas, Park Preserve areas and any lots that will be conveyed to the City, with such maintenance to include fire breaks and fire safety measures;
4. Maintenance of landscaping, and irrigation, for neighborhood park improvements, maintenance, and repair and replacement;
5. Maintenance of any sound attenuation wall, berm, and related on-site sound attenuation improvements constructed as part of the CFD;
6. Maintenance of storm drainage, stormwater management and drainage system facilities; and
7. Performance and management of any environmental mitigation monitoring, including the annual review thereof.

General City Costs

- City and County costs associated with the setting, levy, and collection of the Special Taxes.
- City costs associated with contract administration.

Sinking Funds

The Special Taxes may be collected and set-aside in designated sinking funds to be used by the City to fund miscellaneous costs related to any of the items described above as well as vandalism repair and future repairs to and replacement of landscaping, entry monuments and features, wall and fences, and other improvements the maintenance of which is funded by CFD No. 4.

EXHIBIT B
CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 4
(PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 4 (Public Services) [herein "CFD No. 4"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 4, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 4, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 4 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Annual Tax Escalation Factor" means an annual increase in the Maximum Special Tax following the Base Year in an amount not to exceed four percent (4%).

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 4 as set forth in the documents adopted by the City Council when the CFD was formed.

"Base Year" means Fiscal Year 2005-06.

"City" means the City of Roseville.

“City Council” means the City Council of the City of Roseville, acting as the legislative body of CFD No. 4.

“County” means the County of Placer.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure was issued prior to June 30 of the preceding Fiscal Year.

“Finance Director” means the Finance Director for the City of Roseville or his or her designee.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Land Use Class” means, for a particular Parcel, Non-Residential Property, Multi-Family Property, Single Family Detached Property, or Single Family Attached Property.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

“Multi-Family Property” means any Parcel of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with Units that are offered for rent to the general public.

“Non-Residential Property” means any Parcel of Developed Property within CFD No. 4 that is not Multi-Family Property, Single Family Detached Residential Property, or Single Family Attached Property.

“Public Property” means any property within the boundaries of CFD No. 4 that is owned by the federal government, State of California, County, City, or other public agency.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels in CFD No. 4 for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels in CFD No. 4 for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized services, maintenance expenses, sinking fund payments and capital reserves authorized to be funded by CFD No. 4, (ii) Administrative Expenses, (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

“Special Tax” means any tax levied pursuant to the Act on property within CFD No. 4.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 4 which are not exempt from the Special Tax pursuant to law or Section F below.

“Taxable Public Property” means, in any Fiscal Year, all Assessor’s Parcels in CFD No. 4 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a Public Agency.

“Tax Zone” means one of the twenty-eight (28) mutually exclusive tax zones identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels added to the CFD as a result of future annexations (which may be noncontiguous with Parcels already in the Tax Zone).

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

“Undeveloped Property” means all Parcels of Taxable Property within the boundaries of CFD No. 4 that are not Developed Property, as determined by the Administrator.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within CFD No. 4 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 4, the Administrator shall update Attachment 1 to include the new Assessor’s Parcel number(s).

Based on review of building permit records for property within the CFD, each Parcel shall be categorized as either Developed Property or Undeveloped Property for purposes of levying the Special Tax pursuant to Section E below. For Single Family Attached Property or Multi-Family Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the new Land Use Class that can be developed on the Parcel after the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City’s sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the Land Use Class that will be allowed after the rezone is approved.

C. MAXIMUM SPECIAL TAX

The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 4:

**MAXIMUM SPECIAL TAX RATES
(FISCAL YEAR 2005-06, REVISED 2006-07) ***

Tax Zone	Maximum Special Tax (Fiscal Year 2005-06) *
1	\$ 50 per Unit
2	\$ 75 per Unit
3	\$ 100 per Unit
4	\$ 125 per Unit

5	\$ 150 per Unit
6	\$ 175 per Unit
7	\$ 200 per Unit
8	\$ 225 per Unit
9	\$ 250 per Unit
10	\$ 275 per Unit
11	\$ 300 per Unit
12	\$ 350 per Unit
13	\$ 375 per Unit
14	\$ 250 per Acre
15	\$ 350 per Acre
16	\$ 475 per Acre
17	\$ 600 per Acre
18	\$ 750 per Acre
19	\$ 850 per Acre
20	\$ 1,000 per Acre
21	\$ 1,050 per Acre
22	\$ 1,500 per Acre
23	\$ 2,000 per Acre
24	\$ 2,500 per Acre
25	\$ 3,000 per Acre
26	\$ 3,500 per Acre
27	\$ 4,000 per Acre
28	\$ 4,500 per Acre
29	\$ 5,000 per Acre
30	\$ 5,500 per Acre
31	\$ 6,000 per Acre

** Beginning July 1, 2006 and each July 1 thereafter, all of the Maximum Special Taxes shown in Table 1 above shall be adjusted by applying the Annual Tax Escalation Factor.*

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

First: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within each Tax Zone until the

amount levied is equal to the Special Tax Requirement for the Fiscal Year.

Second: If additional revenue is needed after the first step has been completed, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that had applied to the Parcel prior to the Parcel becoming Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 4 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 4 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property that is not Taxable Public Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning the Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

ATTACHMENT 1
MAXIMUM SPECIAL TAX RATES
(FISCAL YEAR 2005-06, REVISED 2006-07) *
IDENTIFICATION OF TAX ZONES

Tax Zone	Maximum Special Tax (Fiscal Year 2005-06) *
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	017-250-005, (017-117-007, 011, 014) 71 ac
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

**ATTACHMENT 2
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 5 (OLD AUBURN RANCH)**

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5			
6			
7	467-090-002-000	32	2015/16
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

**ATTACHMENT 3
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 6 (FOOTHILLS AMERICAN DREAM)**

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5			
6			
7	475-050-019-000	59	2015/16
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

EXHIBIT C

**CITY OF ROSEVILLE
Community Facilities District No. 4
(Public Services)
Annexation No. 6 (Foothills American Dream)**

Property Owner and Assessor Parcel Number

Name(s) of Property Owner

Assessor Parcel Number(s)

John Mourier Construction, Inc.

475-050-019-000

RESOLUTION NO. 16-389
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE
DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING
VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF
AMENDED NOTICE OF
SPECIAL TAX LIEN

Community Facilities District No. 4
(Public Services)

Annexation No. 6 (Foothills American Dream)

RESOLVED by the City Council (the "Council") of the City of Roseville (the "City"), County of Placer, State of California, that:

WHEREAS, in proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 4 (Public Services) (the "CFD");

WHEREAS, pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, this Council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this Council as described in Resolution No. 16-____, A Resolution of the City Council of the City of Roseville of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, adopted September 7, 2016.

2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.

3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

4. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

* * * * *

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Roseville duly held on _____, the _____ day of _____ 2016, by the following vote:

AYES:	COUNCILMEMBERS	_____
NOES:	COUNCILMEMBERS	_____
ABSTAIN:	COUNCILMEMBERS	_____
ABSENT:	COUNCILMEMBERS	_____

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

**City of Roseville
Community Facilities District No. 4
(Public Services)**

Annexation No. 6 (Foothills American Dream)

This ballot is for a special, landowner election in the City of Roseville Community Facilities District No. 4 (Public Services), Annexation No. 6 (Foothills American Dream). You must return this ballot in person or by mail to the office of the City Clerk of the City by no later than the hour of 5:00 p.m. on Wednesday, September 7, 2016, either by mail or in person. The City Clerk's office is located at 311 Vernon Street, Roseville, California 95678.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

BALLOT MEASURE: Shall the City of Roseville, by and for its Community Facilities District No. 4 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 16-331 of the City of Roseville, adopted by its Council on August 3, 2016.

YES: _____

NO: _____

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 8

Property Owner:
John Mourier Construction, Inc.

Address:
1430 Blue Oaks Blvd. Suite 190
Roseville, CA 95747

By: _____

Title: _____

NOTICE OF HEARING

CITY OF ROSEVILLE Community Facilities District No. 4 (Public Services)

Annexation No. 6 (Foothills American Dream)

Notice is hereby given by the City of Roseville (the "City") with respect to its Community Facilities District No. No. 4 (Public Services) (the "CFD") that on August 3, 2016, the City Council of the City, as the legislative body for the CFD, adopted its Resolution No. 16-331, "A Resolution of the City Council of the City of Roseville of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention, on file with the City Clerk of the City for further particulars. The following is a summary of the provisions of the Resolution of Intention.

Pursuant to the Resolution of Intention, the Council determined that the public convenience and necessity require that certain territory, as more particularly described in the Resolution of Intention, be annexed to the existing CFD, all as provided in the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq., California Government Code (the "Act')). The Resolution of Intention provides that the special taxes heretofore caused to be levied in the CFD for financing the public services provided through the CFD shall be levied in the territory proposed to be annexed, subject to public hearing and landowner election proceedings as specified in the Act.

Notice is further given that Wednesday, September 7, 2016 at 7:00 p.m. or as soon as possible thereafter, in the City Council Chambers, 311 Vernon Street, Roseville, CA 95678, are the time and place when and where the Council of the City as the legislative body for the CFD, will conduct a public hearing on the annexation of the territory described in the Resolution of Intention to the CFD and finally consider and determine whether the public convenience and necessity require the annexation of said territory to the CFD and the levy of special taxes therein.

Notice is further given that at the hearing, the testimony of all interested persons for and against the annexation of said territory to the CFD or the levying of special taxes within the territory proposed to be annexed will be heard.

City Clerk
City of Roseville



COUNCIL COMMUNICATION

CC #: 7955

File #: 0709

Title:	Tax Equity Fiscal Responsibility Act Hearing- Campus Oaks Apartments Phase I and II
Contact:	Jeannine Thrash (916) 774-5473 jthrash@roseville.ca.us Monty Hanks (916) 774-5313 mhanks@roseville.ca.us

Meeting Date: 9/7/2016

Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Conduct the public hearing under the requirements of the Tax and Equity Fiscal Responsibility Act ("TEFRA") and the Internal Revenue Code of 1986, as amended (the "Code").
2. Adopt the resolution approving the issuance of Bonds by the California Statewide Development Authority of Multifamily housing revenue bonds for the Campus Oaks Apartments Phase I and II for the benefit of Campus Oaks Apartments 1, LP, an Illinois limited partnership and Campus Oaks Apartments 2, LP an Illinois limited partnership (the "Borrowers"), to provide an aggregate principal amount not to exceed \$91,000,000 for the purpose of financing the costs of the acquisition and construction of a 185-unit multifamily rental housing project, plus ancillary and subordinate facilities located at the Southwest corner of Crimson Ridge Drive and HP Way, Roseville, California, to be known as Campus Oaks Apartment Phase I with a maximum principal amount not to exceed \$42,000,000; and \$49,000,000 in outstanding aggregate principal amount, to finance the acquisition and construction of a 210-unit multifamily rental housing project, plus ancillary and subordinate facilities located at the Southwest corner of Painted Desert Drive and HP Way, Roseville, California, to be known as Campus Oaks Apartments Phase II, each operated by its respective Borrower.

BACKGROUND

In order for all or a portion of the Bonds to qualify as tax-exempt Bonds, the City of Roseville must conduct a public hearing (the "TEFRA" Hearing) providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt Bonds for financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

Campus Oaks Apartments 1, LP, an Illinois limited partnership ("Campus Oaks 1") and Campus Oaks Apartments 2, LP, an Illinois limited partnership ("Campus Oaks 2") (the "Borrowers")

requested that the California Statewide Communities Development Authority ("CSCDA") serve as a municipal issuer of the Bonds in aggregate principal not to exceed \$91,000,000. There was a previous public hearing on June 1, 2016 where Council adopted Resolution No. 16-208 that limited the aggregate principal to a maximum not to exceed \$81,000,000 for this Project. After further evaluation of the Project, the Borrowers determined that the approved amount of \$81,000,000 will not be sufficient to cover the project costs. The Borrowers received a recommendation by CSCDA and their Bond Counsel to bring the request back to the City to have the aggregate not to exceed amount approved at \$91,000,000. If this Resolution is approved, then it would supersede for all purposes the approval granted by the June 1, 2016 Resolution, which would be rescinded and replaced in its entirety by this Resolution.

The proceeds of the Bonds will be used for financing the costs of acquisition and construction of a 185-unit multifamily rental housing project, plus ancillary and subordinate facilities located at the Southwest corner of Crimson Ridge and HP Way, Roseville, California, to be known as Campus Oaks Apartment Phase I and a 210-unit multifamily rental housing project, plus ancillary and subordinate facilities located at the Southwest corner of Painted Desert Drive and HP Way, Roseville, California, to be known as Campus Oaks Apartments Phase II, each operated by its respective Borrower.

The proposed Project, which includes amendments to current entitlements, was heard at the Planning Commission at the July 28, 2016 meeting. The Planning Commission recommended that the City Council approve all amendments to current entitlements for the Project. On August 17, 2016 City Council approved the Project and its entitlements.

Participation by the City in the CSCDA will not impact the City's appropriation limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing, adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

FISCAL IMPACT

The approval of this resolution does not have any impact on the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Support of the request will allow Campus Oaks Apartments 1 and 2, both limited liability partnerships, to build two apartment complexes adding 395 units of housing to the City of Roseville. The number of jobs that will be created from the Project is unknown.

ENVIRONMENTAL REVIEW

Conducting a TEFRA hearing is not considered project as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines. Conducting the TEFRA hearing does not require or commit the City to subsequently approve the Campus Oaks Apartments project. Additionally, the hearing does not further the Campus Oaks Apartments project in a manner which would preclude meaningful CEQA review of alternatives or mitigation measures. See *Tara v. City of West Hollywood*, 45 Ca. 4th 116 (2008); *Cedar Fair v. City of Santa Clara*, 194 CA 4th 1150 (2011); and *Neighbors for Fair Planning v. City and County of San Francisco*, 2013 WL 3209381

(2013). Therefore, no CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-391

Notice of Public Hearing

CITY OF ROSEVILLE

RESOLUTION NO. 16-391

RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE CAMPUS OAKS APARTMENTS PHASE I AND II.

The California Statewide Communities Development Authority (the “Authority”) is authorized pursuant to the provisions of California Government Code section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies throughout the State of California, including the City of Roseville (the “City”), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

Campus Oaks Apartments 1 LP, an Illinois limited partnership (“Campus Oaks 1”) and Campus Oaks Apartments 2 LP, an Illinois limited partnership (“Campus Oaks 2”), have requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue notes or bonds (the “Bonds”) in one or more series issued from time to time, including bonds or notes issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed: \$42,000,000 in outstanding aggregate principal amount, to finance the acquisition and construction of a 185-unit multifamily rental housing project, plus ancillary and subordinate facilities located at the Southwest corner of Crimson Ridge Drive and HP Way, Roseville, California, to be known as Campus Oaks Apartments Phase I (the “Phase I Project”); and \$49,000,000 in outstanding aggregate principal amount, to finance the acquisition and construction of a 210-unit multifamily rental housing project, plus ancillary and subordinate facilities located at the Southwest corner of Painted Desert Drive and HP Way, Roseville, California, to be known as Campus Oaks Apartments Phase II (the “Phase II Project” and together, with the Phase I Project, the “Projects”). The Phase I Project will be operated by Campus Oaks 1 and the Phase II Project will be operated by Campus Oaks 2; and

The Bonds or a portion thereof will be “private activity bonds” for purposes of the Internal Revenue Code of 1986 (the “Code”); and

Pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the “applicable elected representative” of the governmental unit on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

The members of this City Council (this “City Council”) are the applicable elected representatives of the City; and

There has been published, at least 14 days prior to the date hereof, in the *Roseville Press Tribune*, a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on September 7, 2016; and

Such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

This City Council previously passed its Resolution No. 16-208 (the “June 1 Resolution”) on June 1, 2016 approving for purposes of the Code, issuance of bonds for the Projects in an amount not exceeding, \$81,000,000; and

This Resolution shall supersede for all purposes the approval granted by the June 1 Resolution, which is hereby rescinded and replaced in its entirety by this Resolution; and

The Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Projects (the “Refunding Bonds”), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

It is intended that this Resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE AS FOLLOWS:

1. The above recitals are true and correct.
2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this Resolution constitute approval of the Bonds for the purposes of: (a) Section 147(f) of the Code; and (b) Section 9 of the Agreement.
3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing approved hereby.
4. The City Clerk shall forward a certified copy of this Resolution to:

Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Toger Swanson
5. This Resolution shall take effect immediately upon its passage.
6. Officers and employees of the City are authorized to take such other actions as are appropriate to carry out the intent of this Resolution.

PASSED, APPROVED and ADOPTED September 7, 2016.

CAROL GARCIA, Mayor of the City of Roseville

ATTEST:

SONIA OROZCO
City Clerk of the City of Roseville

**NOTICE OF PUBLIC HEARING ON
MULTIFAMILY HOUSING REVENUE NOTES
FOR MULTIFAMILY HOUSING PROJECTS
LOCATED IN THE CITY OF ROSEVILLE**

Notice is hereby given that on September 7, 2016, a public hearing will be held as required by Section 147(f) of the Internal Revenue Code of 1986 with respect to the proposed issuance of multifamily housing revenue notes by the California Statewide Communities Development Authority, in the maximum amounts specified below, issued in one or more series, pursuant to a plan of financing, for the purpose of providing funds to make a loan to the project sponsors specified below or to one or more special purpose entities created by or on behalf of such sponsors to finance the acquisition, construction and equipping of the below-referenced projects (the "Projects").

Project Name:	Address	#Units:	Project Sponsor	Maximum Amount:
Campus Oaks Phase I	SW Corner of Crimson Ridge Drive and HP Way, Roseville, CA 95747	185 (including 1 manager unit)	Campus Oaks Apartments 1 LP	\$42,000,000
Campus Oaks Phase II	SW Corner of Painted Desert Drive and HP Way, Roseville, CA 95747	210 (including 1 manager unit)	Campus Oaks Apartments 2 LP	\$49,000,000

The hearing will commence at approximately 7:00 p.m., September 7, 2016, and will be held in the City Council Chambers, 311 Vernon Street, Roseville, California. Interested persons wishing to express their views on either the issuance of the multifamily notes or the Projects will be given an opportunity to do so at the public hearing, or may, prior to the time of the hearing, submit written comments to City of Roseville, 311 Vernon Street, Roseville, CA 95678, Attention: Chris Robles, Economic Development Director, Phone (916) 774-5334.