AGENDA

July 20, 2022

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

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

Security procedures are in place to attend Roseville City Council meetings. All attendees must

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PUBLIC COMMENTS

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Royer Play Structure Replacement Project - Contract Purchase Agreement; Royer Playground Renovation Project - Approval of Plans and Specifications and Authorize Staff to Call for Bids

Memo from Park Development Project Manager Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION 22-284 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MIRACLE PLAYSYSTEMS INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002260). Staff requests Council approval of a contract purchase agreement with Miracle Playsystems, Inc. for $446,111.96 to remove and replace the play structure at Royer Park. Additionally, staff requests authorization to call for bids for the associated sitework and shade structure for the project. The school-aged play structure at Royer Park has reached the end of its useful life, as it is 24 years old. The project was approved in FY2020-21 using funds from the Parks, Recreation & Library Capital Projects Fund. A Proposition 68 Per Capita grant in the amount of $177,000 is being used to offset costs to replace the large school-aged play structure; however, a budget adjustment is anticipated to be needed to fund the site work and shade structure which were added to the project to address public outreach requests for a more accessible playground. The budget adjustment will be presented to the Council for approval once bids are received. Ongoing maintenance costs are anticipated to remain the same and are already included in the Parks, Recreation & Libraries Department operating budget in the General Fund.

CC #: 2218

File #: 0704-01

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

6.2. Cardkey Access and Security Control Systems - Contract Purchase Agreement

Memo from Administrative Technician Darci Carpenter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-281 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHNSON CONTROLS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002250). Staff requests Council approve a contract purchase agreement with Johnson Controls, Inc., a sole source provider of maintenance, repair, installation of hardware, and software programming of cardkey access and security control systems in the amount of $350,000 on an as-needed basis at multiple locations. Staff requests authorization to utilize the four optional renewal years of the contract without further Council approvals until the contract expires, contingent upon budget approval each year, or until staff determines that continuing with the same vendor is not in the city's best interest. Funding for this agreement is included in the Facility Services and Facility Rehabilitation Funds FY2022-23 budgets.

CC #: 2215

File #: 0203-06

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

6.3. Fleet Equipment Purchase – Purchase Order

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Holt of California for one Caterpillar 430 backhoe loader utilizing Sourcewell contract# 032119-CAT amended on July 12, 2021 with an end date of May 13, 2023, in the amount of $163,594. Funding for this equipment is included in the FY2022-23 Fleet Replacement Fund budget.

CC #: 2205

File #: 0203-02

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

6.4. Zero Emission Bus Depot Project – Award of Contract and Budget Adjustment

Memo from Design & Construction Project Manager Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-275 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DUTCH CONTRACTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6533 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends award of the construction contract to Dutch Contracting, Inc. in the amount of $3,837,390. The proposed bus depot will replace the lawn area in the center of the City's corporation yard and the existing 45 light duty vehicle stalls adjacent to the lawn area. The project will construct 30 bus stalls and 72 new light duty parking stalls. Nine of the bus stalls and ten of the light duty parking stalls are planned to be electrified with the project. The remaining bus and light duty vehicle stalls will have the electrical infrastructure installed to allow for the

future electrification of the remaining stalls as the need arises. The recommended budget adjustment for the total project budget, including construction and soft costs, is $4,906,000. This will be funded with Local Transportation Funds, the Electric Fund, Air Quality Mitigation Funds, Low Carbon Transit Operations Program Grant monies, Placer County Air Pollution Control District Grant monies, and American Rescue Plan Act revenue replacement funding. Staff requests authorization to approve change orders for an amount not to exceed 10% of the contract amount. No General Fund resources will be used for the project.

CC #: 2212

File #: 0800-04 & 0201-01

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

6.5. Brazos Electronic Ticketing Peripherals - Purchase Order and Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt ORDINANCE NO. 6532 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a purchase order with Tyler Technologies Inc., for the purchase of Zebra Bluetooth mobile printers and related accessories for the Brazos (now known as Enforcement Mobile) eCitation software in the amount of $96,154. Since 2018, police motor units use Brazos e-citations module for electronic ticketing. The Police Department has plans to implement e-citations for all patrol officers which requires the purchase of additional printers and peripherals such as batteries and chargers. Staff also requests Council approve a budget adjustment to appropriate $96,154 of available resources in the Traffic Safety Fund. There will be no fiscal impact on the City's General Fund.

CC #: 2203

File #: 0203-12 & 0201-01

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

Resolutions

6.6. Fiddyment Apartments - Affordable Rental Housing Agreement

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 22-268 APPROVING AN AFFORDABLE RENTAL HOUSING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE PACIFIC ASSOCIATES LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an Affordable Rental Housing Agreement with Roseville Pacific Associates LP. The developer will allocate 326 units on one parcel in the West Roseville Specific Plan to be rented by extremely low, very low, and low-income households. The subsidies for the program are borne by the developer. No General Fund resources will be used.

CC #: 2204

File #: 0709-03-02 & 0400-04-09-1

CONTACT: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

6.7. Joint Use of School/Park Sites - Master Agreement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 22-282 APPROVING A MASTER AGREEMENT FOR JOINT USE OF SCHOOL/PARK SITES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In 2017, the City and the Roseville City School District entered into a Master Joint Use Agreement ("JUA") that covered all joint use park and school sites in the City. The JUA allows for City use of school facilities for recreation programs, and District use of City parks located adjacent to an elementary or middle school within the district boundaries. That JUA terminated after five (5) years on June 30, 2022, and allowed both the City and District to review and/or revise the JUA for another agreed-upon term. Staff from both agencies have been reviewing and updating the terms of the JUA over the last several months. The District's Board approved the updated JUA at their June 21, 2022 Board meeting. The updated JUA is proposed for another five (5) year term. There is a small increase in General Fund costs, estimated to be less than $25,000, associated with this JUA related to City-provided turf maintenance at new school sites. Aside from this cost increase, no additional costs are anticipated. In return for the services provided, the City receives the benefit of the use of school district facilities, such as gymnasiums and sports fields. The City and District will monitor the services provided and benefits received to ensure continued equity in this JUA.

CC #: 2216

File #: 0704

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

6.8. 2700 N. Hayden Parkway, Fiddyment Ranch F-8A Apartments - Fee Deferral

Memo from Economic Development Analyst Gina McColl and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 22-266 APPROVING FEE DEFERRALS FOR THE 2700 N. HAYDEN PARKWAY, FIDDYMENT RANCH F-8A APARTMENTS PROJECT. Staff requests Council approve a fee deferral for the 2700 N. Hayden Parkway, Fiddyment Ranch F-8A Apartments Project consisting of a 330 affordable residential unit apartment complex in an amount not to exceed $4,889,723.52 until final of building permit/building occupancy. An annual interest rate of 1.25%, prorated on the length of the deferral, will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferral and an administrative processing fee of $831 is to be charged to each building permit. The requested deferral itself will not result in a loss of impact fees nor earned interest income. The development impact fees are required to be paid prior to issuance of building permit final/occupancy.

CC #: 2199

File #: 0215-07 & 0709-03 & 0110

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

6.9. Greater Sacramento Economic Council - Economic Development Agreement and Expenditure of Membership Funds for FY2022-23

Memo from Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 22-267 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GREATER SACRAMENTO ECONOMIC COUNCIL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the expenditure of membership funds for Greater Sacramento Economic Council in the amount of $58,750 and for the Roseville Area Chamber of Commerce in the amount of $40,000. The total expenditure amount is $98,750. The purpose of the memberships with each organization is to attract, grow, support, and expand industry, businesses, and jobs, assist small businesses and entrepreneurs and promote the City as a place to do business. Funding for these memberships was included in the Economic Development Department's FY2022-23 membership budget.

CC #: 2200

File #: 0110

CONTACT: Melissa Anguiano 916-774-5284 mvanguiano@roseville.ca.us

6.10. Water, Wastewater, and Waste Services Rate Study - Professional Services Agreement

Environmental Utilities Business Administrator Janet Vargas and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-274 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND IB CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement with IB Consulting, LLC (IB Consulting) for a rate study for the water, wastewater, and waste services utilities. The agreement has a not-to-exceed amount of $107,520. Funding is included in the FY2022-23 budget in the Water, Wastewater, and Waste Services Operations Funds.

CC #: 2211

File #: 0800-02

CONTACT: Janet Vargas 916-774-5557 jvargas@roseville.ca.us

6.11. Solaire Phase 6 Village 5 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-271 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; approve the final map, accept the public utility easements, Lots A, B, C, D, E, F, G, H and I, the rights of way, and approve the

abandonment of the rights of way and easements. Engineering has completed its review of the final map and it is in compliance with the approved tentative map. This map will create 67 residential lots, 2 public landscape lots and 7 open space lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 2208

File #: 0400-04-12-1 & 0400-07

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

6.12. Solaire Phase 6 Village 9 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-272 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; approve the final map, accept the public utility easements, Lots A, B, and C, the rights of way, and approve the abandonment of the rights of way and easements. Engineering has completed its review of the final map and it is in compliance with the approved tentative map. This map will create 107 residential lots and 3 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 2209

File #: 0400-04-12-1 & 0400-07

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

6.13. Fiddyment Ranch - Phase 3 Village F-6A1 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-269 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; approve the final map, accept on behalf of the public the public utility easements, and accept, subject to improvement, Lots A, B C, D and E and the rights of way offered thereon, and approve the abandonment of the rights of way and easements listed. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 92 residential lots and 5 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 2206

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

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

6.14. Fiddyment Ranch - Phase 3 Village F-6A2 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services

Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-270 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; approve the final map, accept the public utility easements, accept the rights of way, and approve the abandonment of the rights of way and easements. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 87 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 2207

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

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

6.15. Market Street - Segment 5 - Notice of Completion

Memo from Construction Inspector Cody Allen and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-273 ACCEPTING THE PUBLIC WORK KNOWN AS MARKET STREET - SEGMENT 5 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2210

File #: 0400-04-12-1

CONTACT: Cody Allen 916-517-7598 cjallen@roseville.ca.us

6.16. Architectural Services - On-Call Professional Design Services Agreements

Memo from Design & Construction Project Manager Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-276 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HAMMEL, GREEN AND ABRAHAMSON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 22-277 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LIONAKIS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 22-278 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LPAS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF

ROSEVILLE; and adopt RESOLUTION NO. 22-279 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PBK ARCHITECTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve professional design services agreements for on-call architectural services to Hammel, Green and Abrahamson, Inc.; Lionakis, LPAS, Inc.; and PBK Architects, Inc. for architectural design services to meet project demands. Additionally, staff requests authorization for the City Manager or his designee to execute two additional one-year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. The initial term (approximately 3 years) commences on the date of award and runs through June 30, 2025. The authorization for the initial term is a not-to exceed amount of $825,000 per consultant. The authorization for the first and second optional one-year renewals are not-to-exceed amounts of $325,000 and $350,000 per consultant respectively. Work performed under these agreements will utilize capital rehabilitation funds and/or capital improvement project funds in the approved City budget.

CC #: 2213

File #: 0800-04

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

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

6.17. Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6536 AMENDING ORDINANCE NO. 6467, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JULY 30, 2022, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6537 AMENDING ORDINANCE NO. 6426, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "O" TO BE EFFECTIVE JULY 30, 2022, AS AN URGENCY MEASURE. Staff requests Council approve one vacant position in the Environmental Utilities (EU) Department and two vacant positions in the Parks, Recreation and Libraries Department be changed to different classifications to better meet the needs of the departments. The Parks, Recreation and Libraries Department is requesting 1 new temporary classification and 3 title changes for existing temporary classes. No new positions are included with this request. Staff also requests Council approve the updated citywide position allocation schedule reflecting the reclassifications. In addition, the City engaged a consulting firm to conduct a job classification study of selected classes in the Finance and EU departments. The recommendations of the study properly classify employees in an effort to address recruitment challenges and support employee retention. The study recommendations include job specification updates for all classifications studied and the

reclassification of seven employees. In addition, the recommendations include the addition of one new, flexibly staffed classification that reflects the duties assigned. The recommendation for position reclassifications in the Finance Department will cost the General Fund approximately $79,000 ongoing, with $76,000 for the remainder of FY2022-23. The ongoing cost will be incorporated into the FY2023-24 budget. The reclassification of the Park Maintenance Worker will be offset by a reduction in budget for temporary staffing. The cost to reclassify the Assistant Child Care Site Coordinator to an Administrative Technician is approximately $24,000. Increased revenues anticipated in the Youth Development Fund will offset these additional costs. The recommendation to reclassify positions in the EU funds will result in an ongoing annual savings of approximately $34,000. There are adequate funds available in the FY2022-23 budget to fund the cost of these position changes for the remainder of the current fiscal year.

CC #: 2220

File #: 0600-01 & 0201-01

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

6.18. Regional Water Authority Grant Funding - Agreement and Budget Adjustment

Memo from Water Conservation Administrator Bobby Alvarez and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-283 APPROVING THE REGIONAL WATER AUTHORITY PROJECT AGREEMENT FOR ADVANCING WATER EFFICIENCY IN THE SACRAMENTO REGION PROJECT; and adopt ORDINANCE NO. 6534 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The City was granted $87,598 from the Regional Water Authority (RWA) via the California Department of Water Resources. The Environmental Utilities Department's Water Efficiency group will use this funding to create two new residential rebate programs to promote water savings: the Water Loss Prevention Rebate and the Irrigation Efficiency Upgrade Rebate. This budget adjustment for $87,598 funds the new project (RWA Grant - Advancing Water Efficiency in the Sacramento Region, #700039) in the Water Operations Fund. There is no net impact on the fund's available resources since all costs will be reimbursed by RWA.

CC #: 2217

File #: 0800-02 & 0201-01

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

Ordinances (for second reading and adoption)

6.19. Second Reading - Zoning Ordinance Update

ORDINANCE NO. 6538 AMENDING SECTIONS 19.08.030, 19.08.080 AND 19.080.090 OF CHAPTER 19.08 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING USE TYPE CLASSIFICATIONS, AMENDING SECTIONS 19.10.020, 19.10.030 AND 19.10.045 OF CHAPTER 19.10 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE

REGARDING RESIDENTIAL ZONES, AMENDING SECTION 19.12.020 OF CHAPTER 19.12 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMERCIAL ZONES, AMENDING SECTION 19.22.030 OF CHAPTER 19.22 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ACCESSORY USES AND STRUCTURES, AMENDING SECTIONS 19.26.030 AND 19.26.040 OF CHAPTER 19.26 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING OFF-STREET PARKING AND LOADING, AMENDING SECTION 19.28.060 OF CHAPTER 19.28 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING RESIDENTIAL DENSITY BONUS, AMENDING SECTION 19.34.020 OF CHAPTER 19.34 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ANTENNAS AND COMMUNICATIONS FACILLITIES, AMENDING SECTION 19.38.030 OF CHAPTER 19.38 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING EMERGENCY SHELTER, AMENDING SECTION 19.46.020 AND DELETING SECTIONS 19.46.030, AND 19.46.040 OF CHAPTER 19.46 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING LARGE FAMILIY DAY CARE, ADDING CHAPTER 19.47 OF TITLE 19 REGARDING LOW-BARRIER NAVIGATION CENTERS, AMENDING SECTION 19.52.020 OF CHAPTER 19.52 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING OUTDOOR RESTAURANT SEATING, AMENDING SECTION 19.61.030 OF CHAPTER 19.61 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SIGNIFICANT BUILDINGS, DELETING SECTION 19.76.140 AND AMENDING SECTION 19.76.210 OF CHAPTER 19.76 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING APPLICATION PROCESSING PROCEDURES, AMENDING SECTION 19.78.070 AND ADDING SECTION 19.78.080 OF CHAPTER 19.78 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC REVIEW PROVISIONS AND APPROVAL STANDARDS, for second reading and adoption.

CC #: 2221

File #: 0400-02 & 0800-06

CONTACT: Escarlet Mar 916-774-5247 emar@roseville.ca.us

Reports / Requests

6.20. Out-of-State Travel - Information Technology Department

Memo from Acting Information Technology Program Manager Tyler Adams and Chief Information Officer Hong Sae recommending the City Council approve an out-of-state travel request for an additional Information Technology Department staff member to attend the IBM Maximo World Conference in Austin, Texas in August of 2022. Staff members seek to further their technical knowledge, experience and professional relationships by traveling to and participating in job-specific conferences. Funding for travel, lodging and conference costs for Maximo World is estimated to be $4,000 per employee. Funding is included in the FY2022-23 Information Technology Operations Fund budget.

CC #: 2201

File #: 0600-02

CONTACT: Tyler Adams 916-746-1174 tadams@roseville.ca.us

6.21. Out-of-State Travel - Information Technology Department

Memo from Chief Information Officer Hong Sae recommending the City Council approve out-of-state travel for one Information Technology Department staff member to attend the 2022 15th Annual Multi-State Information Sharing and Analysis Cybersecurity Conference at the Department of Homeland Security - Multi-State Information Sharing and Analysis Center in Baltimore, Maryland, from August 6th to August 10th, 2022. The airfare, hotel, and conference registration fee will be covered by the conference organizer. The estimated cost to the City for airport parking, per diem for meals and incidentals, and shuttle or taxi costs are approximately $400. There are sufficient funds in the Information Technology Department training budget in the Information Technology Operations Fund to cover the expense.

CC #: 2202

File #: 0600-02

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

END OF CONSENT CALENDAR

7. RESOLUTIONS

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

Memo from Assistant City Manager Dion Louthan and Economic Development Director Melissa Anguiano recommending the City Council provide direction to Staff regarding a Letter of Support for The Gathering Inn's application to the California Department of Health Care Services and California Department of Social Services Community Care Expansion (CCE) program for California Health and Human Services Agency (CalHHS) infrastructure funding to establish a 20-person medical respite center at 300 Elefa Street in Roseville California, and if direction is given to issue such Letter of Support; and adopt RESOLUTION NO. 22-286 LETTER IN SUPPORT FOR THE GATHERING INN'S APPLICATION TO THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES AND CALIFORNIA DEPARTMENT OF SOCIAL SERVICES COMMUNITY CARE EXPANSION PROGRAM. Staff requests Council provide direction to Staff regarding a letter of support for The Gathering Inn's application to the California Department of Health Care Services and California Department of Social Services Community Care Expansion program for California Health and Human Services Agency infrastructure funding to establish a 20-person medical respite center in the City and authorize the Mayor to sign any such letter on behalf of the City. There is no fiscal impact to the City's General Fund.

CC #: 2222

File #: 0709-05

CONTACT: Dion Louthan 916-774-5362 dlouthan@roseville.ca.us

7.2. 75kVA Distribution Transformers – Sole Source Purchase Order

Memo from Senior Power Engineer Ozro Corulli and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 22-280 APPROVING A SOLE SOURCE PURCHASE ORDER FOR 75kVA DISTRIBUTION TRANSFORMERS. Staff requests Council approve a sole source purchase order with Anixter Inc, in the amount of $408,103 for 75kVA distribution transformers. Staff is also requesting authorization for the Electric Utility Director or his designee to approve and pay for change orders up to ten percent (10%) of the contract amount of $40,810 for unforeseen inflated material and/or shipping costs for a total of $448,913. Funding is included in the Electric Fund budget for FY2022-23.

CC #: 2214

File #: 0203-07

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

8. ORDINANCES

8.1. 2021 General Fund Arterial Resurfacing Project - Award of Contract and Budget Adjustment

Memo from Assistant Engineer Joseph Arino and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-285 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6535 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council award an agreement to low bidder, A. Teichert & Son, Inc. dba Teichert Construction for $4,160,910, with change order authority of 15% or $624,137 of the contract amount. Staff also requests approval of a budget adjustment in the amount of $1,400,000 to augment the existing project budget and fully fund construction. The project will dig out, resurface, and restripe approximately 108,000 square feet (over 7 miles) of roadway on Douglas Blvd., Pleasant Grove Blvd., Cirby Way, Rocky Ridge Drive, and Old Auburn Road. The estimated cost for the project is $5,800,000 and will be fully funded with $1,400,000 from the Highway Users Tax Fund and $4,400,000 of FY2020-21 General Fund year-end surplus resources.

CC #: 2219

File #: 0900-04-01 & 0201-01

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

9. COUNCIL REPORTS / PUBLIC COMMENTS

10. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 2218
File #: 0704-01

Title:	Royer Play Structure Replacement Project - Contract Purchase Agreement; Royer Playground Renovation Project - Approval of Plans and Specifications and Authorize Staff to Call for Bids
Contact:	Heather Buck 916-774-5254 hcbuck@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a contract purchase agreement (#3002260) with Miracle Playsystems, Inc. for $446,111.96 to remove and replace the play structure at Royer Park, and authorize the City Manager to execute it.

Additionally, staff recommends that the City Council approve the plans and specifications for the Royer Playground Renovation Project and authorize staff to call for bids.

BACKGROUND

The school-aged play structure at Royer Park has reached the end of its useful life. The structure is more than 24 years old. Staff recommends approval of contract purchase agreement (#3002260) with Miracle Playsystems, Inc. for $446,111.96 to remove and replace the play structure with a destination level structure. The contract purchase agreement piggybacks Sourcewell Contract # 010521-LTS.

Public outreach included:

- Inviting the community to provide sketches of what they wanted to see in the play structure. Over 94 sent in drawings with hundreds of comments through social media.
- The drawings were sent to multiple playground vendors inviting them to submit a play structure layout that best met the drawings. Three designs were then posted online and through social media. The community voted for their favorite. Over 200 voted and/or provided additional comments.
- The top design was refined and in April 2022 was posted again online and on social media. Over 161 people shared their support for the winning design.

Additionally, staff recommends that the Council approve the plans and specifications for the Royer Playground Renovation Project and authorize staff to call for bids. The project was approved in FY2020-21 using funds from the Parks, Recreation & Library Capital Projects Fund (Fund 3130).

Bids are scheduled to be opened in July. Staff plans to return to Council in August to seek approval to award the site work portion of the project.

FISCAL IMPACT

This project was approved in FY2020-21 using funds from the Parks, Recreation & Library Capital Projects Fund (Fund 3130). A Proposition 68 Per Capita grant ($177,000) is being used to offset costs to replace the large school-aged play structure; however, a budget adjustment is anticipated to be needed to fund the site work and shade structure which were added to the project to address public outreach requests for a more accessible playground. Ongoing maintenance costs are anticipated to remain the same and are already included in the Parks, Recreation & Libraries Department's operating budget in the General Fund.

ENVIRONMENTAL REVIEW

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

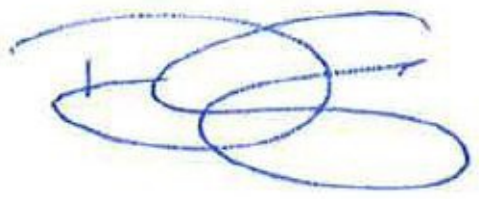
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Heather Buck, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Resolution 22-284

CPA

Plans Pages 1-7

Plans Pages 8-12

Plans Pages 13-16

Project Manual

Royer Play Structure Renderings

Royer Park Playground Replacement Project Vicinity Map



RESOLUTION NO. 22-284

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MIRACLE PLAYSYSTEMS INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002260), for the Royer Play Structure Replacement Project, by and between the City of Roseville and Miracle Playsystems Inc. has been reviewed by the City Council.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3002260

Supplier Details:

Company	Miracle Playsystems Inc
Contact	Karl Maniglia
Address	1276 S Main St
	Salinas, CA 93901

Submit your response to:

Company	City of Roseville
Contact	Sue Jessup
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 746-1702
Fax	(916) 774-5736
E-mail	SJessup@roseville.ca.us

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3002260

Agreement	**3002260**
Agreement Date	**25-MAY-2022**
Revision	**0**
Agreement Amount	**446,111.96 USD**

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

Supplier **Miracle Playsystems Inc**
1276 S Main St

Salinas, CA 93901
Phone: (800) 879-7730
Fax: ()
Email: karl@miracleplaygroup.com

Description of Labor, equipment and/or materials

THE VENDOR SHALL PROVIDE AND INSTALL PLAYGROUND EQUIPMENT AT ROYER PARK IN ACCORDANCE WITH THE ATTACHED MIRACLE PLAYSYSTEMS QUOTE# Q-03251 DATED 4/28/2022 UTILIZING THE SOURCEWELL CONTRACT 010521-LTS.

START DATE: EXECUTED AGREEMENT
END DATE: UPON FINAL PAYMENT

CONTACT KAELEY KROENING IN THE PARKS RECREATION AND LIBRARIES DEPARTMENT (PRL) AT (916) 746-1237 OR KKROENING@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12042	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Sue Jessup Phone **1-916-746-1702**

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

Contract Terms and Conditions

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

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

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

4. Time is of the essence of this Agreement.

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

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

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

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

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

10. Contractor agrees to the below insurance requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Contractor certifies that Contractor, its employees, directors, officers, agents,

subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

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

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

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

Roseville Business License No. 00846953

Contractor License No. 981433

DIR Registration No. 1000015853

Check mark the applicable company type below:

X **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

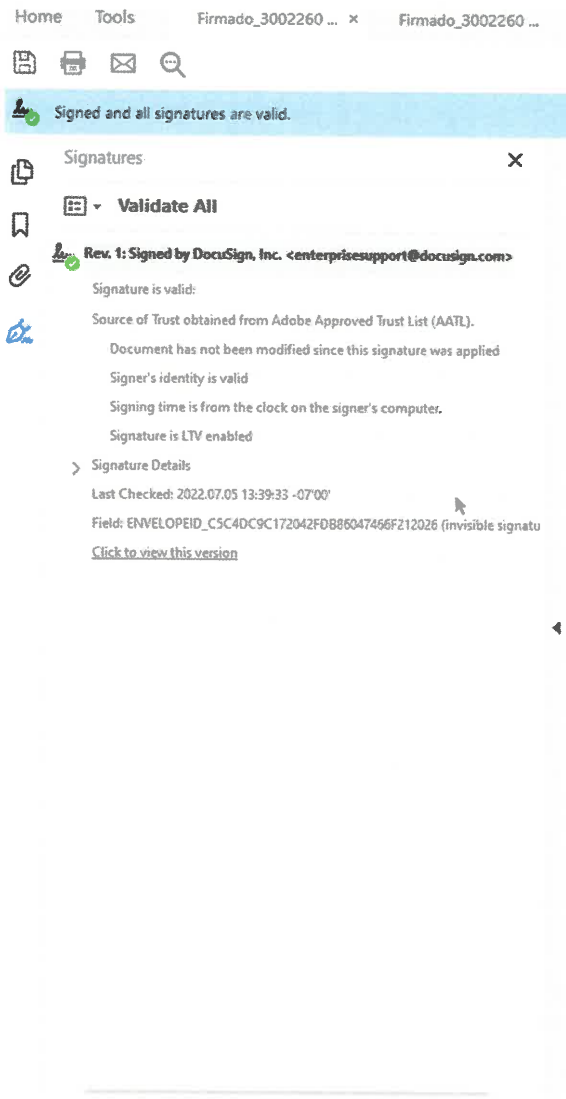
- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727.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

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

Supplier	
Signature:	
Print Name:	Christopher Steven
Title:	President/CEO

Supplier	
Signature:	
Print Name:	Christopher Steven
Title:	Secretary

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



Supplier	
Signature:	
Print Name:	Christopher Steven
Title:	President/CEO

Supplier	
Signature:	
Print Name:	Christopher Steven
Title:	Secretary

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

Job Number:
Job: P21_0704_Royer Park
Quote Name: Quote--21_0704_Royer Park_006_Equipment, Installation
Quote Number: Q-03251

Prepared by:
KarlManiglia
karl@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
1276 S Main St., Salinas, CA 93901

Sub Total: $401,444.22
Freight: $24,227.55
Estimated Tax: $20,440.19
Total: $446,111.96

Miracle Sourcewell Contract # 010521-LTS

Product Code	Description	Qty	Rate	Total (Sourcewell Discount – 20% - $58,034.05)	Estimated Tax (if applicable)
MREC EQUIP	Base Model: 21_0704	1	$246,644.70	$197,315.76	$15,291.98
MREC EQUIP	Customizations to Model: 21_0704_Royer Park_006	1	$43,525.54	$34,820.43	$2,698.58

HAGS

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
EQUIP6	8079896 - Tierra Del Fuego, Red, Cast in Place	1	$7,347.03	$7,347.03	$569.40

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
A2	Temporary cyclone fencing	1	$1,573.00	$1,573.00	$121.91

B11	Playground Demo and Disposal (large structure)	1	$6,435.00	$6,435.00	$0.00
B13	Offloading of Miracle Play Equipment Per Plan_21_0704_Royer Park_006	1	$2,145.00	$2,145.00	$0.00
B24	Pull back and Reinstallation of Existing EWF	1	$1,716.00	$1,716.00	$0.00
B15	Equipment installation to plan21_0704_Royer Park_006, per specification (with Prevailing Wages)	1	$126,198.00	$126,198.00	$0.00

CPSI Inspection

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B22	CPSI Inspection (per structure), Includes Impact Test & Report	1	$1,206.00	$1,206.00	$0.00

Bonding

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
BONDING	Bonding Fees	1	$13,376.00	$13,376.00	$1,036.64

Wabash Total Weight - 2492 lbs

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
SG206P	8' Table - Multi Pedestal - Perforated - Color - TBD (Total Weight - 1640 lbs)	4	$1,370.00	$5,480.00	$424.70
SG207P	8' ADA Table - Multi Pedestal - Perforated - Color - TBD (Total Weight - 764 lbs)	2	$1,348.00	$2,696.00	$208.94
TG3D33S	Receptacle slat - w/ liner & dome lid - sm - Color - TBD (Total Weight - 88 lbs)	1	$1,136.00	$1,136.00	$88.04

Sub Total: $401,444.22
Total Freight: $24,227.55
Total Estimated Tax: $20,440.19
Grand Total: $446,111.96

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.

End User Company:
City of Roseville
End User Contact:
End User Email:

Delivery Contact:
Tara Gee
Delivery Email:
tgee@roseville.ca.us
Delivery Phone:
Delivery Address:
Roseville
CA 95747

Site Address:

Bill To Email:

Bill To:
City of Roseville,
311 Vernon Street,
Roseville, CA,
95678

Customer Reference #:

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507

- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
  - Engineered drawings
  - Installation of equipment or other site amenities
  - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of $1M/$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

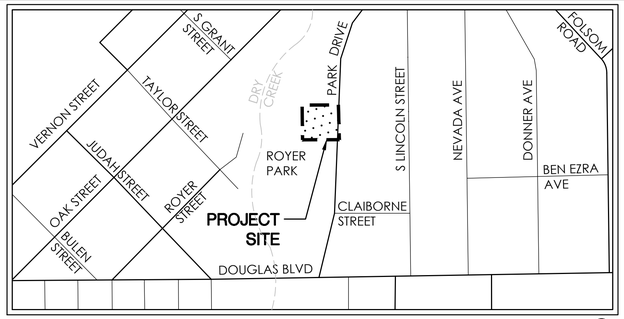
Date: _____

ROYER PARK PLAYGROUND RENOVATION

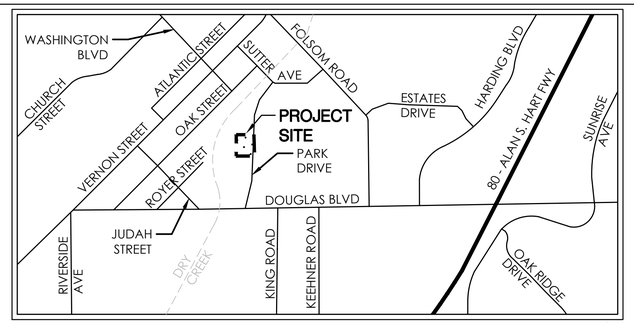
190 PARK DRIVE, ROSEVILLE, CALIFORNIA 95678

06/08/2022

LOCATION MAP



VICINITY MAP



PREPARED FOR

CITY OF ROSEVILLE
316 Vernon Street, Suite 400
Roseville, CA 95678
Contact: Tara Gee
Phone: (916)774-5253
Email: TGEE@Roseville.ca.us

PREPARED BY

LANDSCAPE ARCHITECT
Callander Associates
Landscape Architecture, Inc.
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
Contact: Melissa Ruth
Phone: (916)985-4366
Fax: (916)985-4391
Email: mruth@cavalleyoffice.com

SHEET INDEX

SHEET#	SHEET TITLE
1.0	COVER SHEET
2.1	DEMOLITION PLAN
3.1-3.2	SITE CONSTRUCTION PLAN
4.1	IRRIGATION PLAN
5.1	PLANTING PLAN
6.1-6.2	DETAILS
A001	PRECHECK FABRIC SHADE STRUCTURE - TITLE SHEET
A002	PRECHECK FABRIC SHADE STRUCTURE - T&I GUIDELINE
S1.1-S1.3	GENERAL NOTES AND TYPICAL DETAILS
S2-S4	CUSTOM CANOPIES 2019 CBC DWGS

CITY OF ROSEVILLE GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION AND AMENDMENTS OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.
2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600.
3. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
4. THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS CONNECTING TO OR IN THE VICINITY OF THE SAME.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS ON THE JOB SITE.
6. THE CONTRACTOR SHALL PLACE BOXED SURVEY MONUMENTS WITH 1-1/2" BRONZE HEAD SET IN CONCRETE (STD. DWG. ST-36) AT LOCATIONS SHOWN ON THESE PLANS.
7. A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RE-COMPACTED, AND RESEALED PRIOR TO PAVING.
8. ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.
9. CURB RAMPS CONFORMING TO ALL ADA AND TITLE 24 REQUIREMENTS SHALL BE PLACED AT ALL NEW STANDARD CURB RETURNS (STANDARD DRAWING ST-27) AND STANDARD TYPE A-7 DRIVEWAYS. WHERE EXISTING RAMPS DO NOT MEET CURRENT ADA AND TITLE 24 REQUIREMENTS, THE RAMPS SHALL BE UPGRADED IN CONFORMANCE WITH MINIMUM TITLE 24 REQUIREMENTS. WHERE EXISTING RAMPS DO NOT INCLUDE DETECTABLE WARNING PANELS (TRUNCATED DOMES), PANELS SHALL BE RETROFITTED PER THE CONSTRUCTION STANDARDS.
10. DRAIN INLETS NOT WITHIN A PAVED AREA SHALL HAVE A 12" WIDE COLLAR OF 6" THICK P.C.C. OR 2" THICK A.C.
11. ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AND EASEMENT AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.
12. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING ONE-WEEK PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT, ENVIRONMENTAL UTILITIES DEPARTMENT AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING.
13. PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE DEVELOPMENT SERVICES DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CALOSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.
14. THE DEVELOPERS CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE PRE-EXISTING DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.
15. WHERE COMBINATIONS OF SIDEWALK OR CURB AND GUTTER ARE PLACED CONTIGUOUS TO EXISTING, ALL ADJOINING EXISTING CONCRETE VERTICAL FACES SHALL BE DOWELED. ALL ABUTTING SIDEWALK ENDS SHALL BE DOWELED MID-SECTION VERTICALLY WITH TWO DOWELS FOR FOUR THROUGH SIX-FOOT WIDE SIDEWALK AND THREE DOWELS FOR WIDER SIDEWALK. ABUTTING CURB AND GUTTER ENDS SHALL BE DOWELED TWICE, 18 INCHES APART AT GUTTER PAN MID-SECTION. DOWEL CONNECTIONS OF LONGITUDINAL RUNS OF SIDEWALK TO BACK OF CURB SHALL BE THREE FEET ON CENTER. ALL DOWELS SHALL BE 16 INCHES LONG, GRADE 60; #4 REBAR PENETRATING FOUR INCHES. THE DOWEL HOLE SHALL BE 5/8-INCH DIAMETER AT A SLIGHT HORIZONTAL ANGLE FROM PERPENDICULAR. THE PENETRATING PORTION OF THE DOWEL AND THE ENTIRE (CLEANED) VERTICAL SURFACE OF THE ADJOINING, EXISTING CONCRETE SHALL BE THOROUGHLY COATED WITH STATE STANDARD TWO-PART EPOXY.
16. ALL PUBLICLY MAINTAINED STORM DRAIN ON PRIVATE PROPERTY SHALL BE A MINIMUM OF 12 INCHES IN DIAMETER AND SHALL BE RCP CL IV, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

GENERAL NOTES

1. DESIGN INTENT: THESE DRAWINGS REPRESENT THE GENERAL DESIGN INTENT TO BE IMPLEMENTED ON THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING OWNER'S REPRESENTATIVE FOR ANY ADDITIONAL CLARIFICATION OR DETAILS NECESSARY TO ACCOMMODATE SITE CONDITIONS.
2. CONTRACTOR COORDINATION: EACH CONTRACTOR SHALL COORDINATE AND OTHERWISE INTEGRATE WORK WITH THAT OF OTHERS IN AN EFFICIENT AND TIMELY MANNER SO AS TO PROVIDE THE OWNER WITH A WELL-CONSTRUCTED, EASILY MAINTAINABLE PROJECT. EACH CONTRACTOR SHALL NOTIFY OTHERS AT LEAST TWO WORKING DAYS IN ADVANCE OF COVERING, COMPLETING, OR EXPOSING WORK TO BE INSTALLED BY OTHERS.
3. CONTRACTORS' JOB SITE CONDITIONS: CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR SITE CONDITIONS DURING CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE LANDSCAPE ARCHITECT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE LANDSCAPE ARCHITECT.
4. COMPOSITE BASE SHEET: THE PROPOSED IMPROVEMENTS SHOWN ON THESE DRAWINGS ARE SUPERIMPOSED ON A BASE SHEET. THIS BASE SHEET IS COMPILED FROM THE TOPOGRAPHIC SURVEY, OTHER ARCHITECTURAL AND/OR ENGINEERING DOCUMENTS, AND OTHER DATA AS MADE AVAILABLE TO THE LANDSCAPE ARCHITECT. THIS BASE SHEET INFORMATION IS SHOWN IN HALF TONE ON THE PLANS. THE LANDSCAPE ARCHITECT SHALL NOT BE HELD LIABLE FOR CHANGES, INACCURACIES, OMISSIONS, OR OTHER ERRORS ON THESE DOCUMENTS. THE COMPOSITE BASE SHEET IS PROVIDED AS AN AID ONLY AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THESE DOCUMENTS AND INCORPORATING/INTEGRATING ALL CONSTRUCTION AS REQUIRED TO ACCOMMODATE SAME.

   THE BASE SHEET SOURCE FOR THESE DRAWINGS IS:
   DOWNTOWN BRIDGES & TRAIL IMPROVEMENT PROJECT, TOPOGRAPHIC SURVEY
   PREPARED BY: MARK THOMAS
   701 UNIVERSITY AVE, SUITE 200
   SACRAMENTO, CALIFORNIA 95825
   (916)381-9100
5. UTILITIES: PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF THE LOCATIONS OF THEIR UNDERGROUND FACILITIES. THE UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ON-CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF THE U.S.A. 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER 811. EXCAVATION IS DEFINED AS BEING 6 OR MORE INCHES IN DEPTH BELOW THE EXISTING SURFACE.

   THE CONTRACTOR IS CAUTIONED THAT ONLY EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATION, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. HOWEVER, THE LANDSCAPE ARCHITECT CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH ARE NOT SHOWN ON THESE DRAWINGS.

SCOPE OF WORK

INCLUDES THE INSTALLATION OF NEW PLAYGROUND SURFACING AND A PICNIC SHADE SHELTER ADJACENT TO AN EXISTING PLAYGROUND. WORK INCLUDES DEMOLITION OF EXISTING SITE CONCRETE AND SITE ELEMENTS, GRADING AT DRAIN, CONSTRUCTION OF SHELTER, CONCRETE CURB AND FLAT WORK, SITE FURNISHINGS SUCH AS PICNIC TABLES, RUBBERIZED SURFACING UNDER PLAYGROUND AND WOOD FIBER SURFACING. PLANTING AND IRRIGATION WORK IS ALSO INCLUDED.

SPECIAL INSPECTIONS

PICNIC SHADE SHELTER CONCRETE FOOTINGS.

APPLICABLE CODES

- 2019 CALIFORNIA BUILDING CODE
- LATEST PARK CONSTRUCTION STANDARDS, CITY OF ROSEVILLE

FOR BUILDING DEPT REVIEW

- ADA PATH OF TRAVEL
- SHADE STRUCTURE

For Council Approval
Not for Bidding

CALA
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
T 916.985.4366
www.callanderassociates.com

REVISION	DATE

REGISTERED LANDSCAPE ARCHITECT
BENJAMIN K. WOODSIDE, RLA
Signature
May 31, 2024
Renewal Date
Date
STATE OF CALIFORNIA

ROYER PARK PLAYGROUND RENOVATION
190 PARK DRIVE, ROSEVILLE, CA 95678

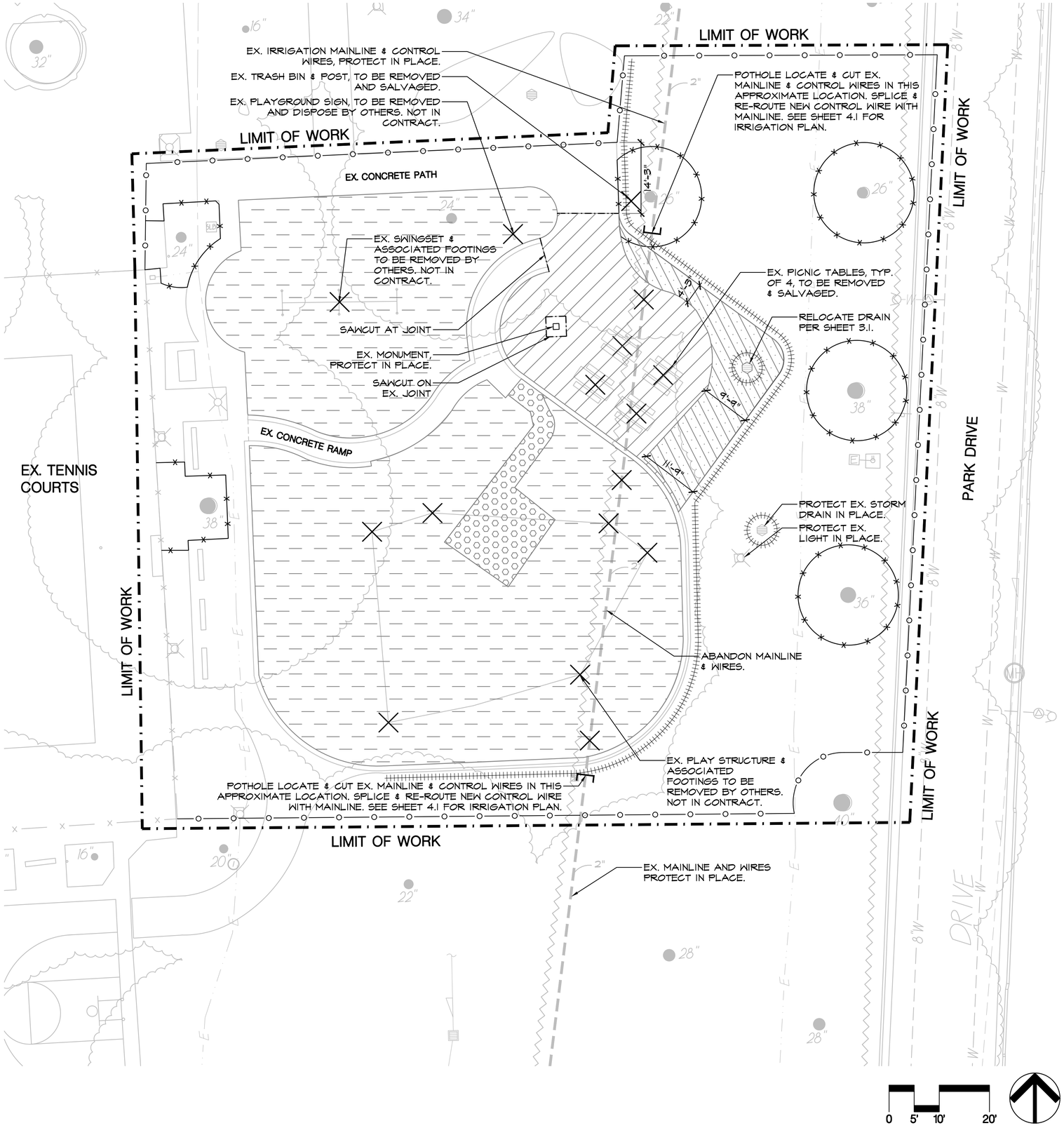
REVISION	DATE
100% SUBMITTAL	06/08/22

PROJECT NO:	20045
DRAWN BY:	BS
CHECKED BY:	MR
SCALE:	As Shown

SHEET TITLE
COVER SHEET

SHEET
1.0

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DEMOLITION LEGEND

- REMOVE & DISPOSE OF EXISTING CONCRETE.
- REMOVE & DISPOSE OF EXISTING RUBBER SURFACING.
- CLEAR & GRUB TO LIMITS OF DEMOLITION & GRADING ACTIVITIES. ADJUST EXISTING LATERAL LINES & HEADS TO NEW LIMITS OF CONCRETE PAVEMENT PER IRRIGATION PLAN.
- REMOVE & STOCKPILE EXISTING WOOD FIBER SURFACING ON SITE FOR REUSE. SEE NOTE 5.
- REMOVE & DISPOSE OF ITEM OFFSITE
- SAWCUT
- CONSTRUCTION FENCING, PER SPECS
- TREE PROTECTION FENCE, PER SPECS
- FIBER ROLL (7 / 6.2)
- INLET PROTECTION (8 / 6.2)

DEMOLITION LEGEND

1. CLEAR AND GRUB: CONTRACTOR SHALL CLEAR AND GRUB EXISTING VEGETATION, AS INDICATED, AS REQUIRED FOR THE SITE CONSTRUCTION, IRRIGATION, AND PLANTING OPERATIONS. LIMITS OF CLEARING SHALL BE REVIEWED WITH OWNER PRIOR TO COMMENCEMENT OF WORK. STRIP ALL ORGANIC MATTER TO A SUFFICIENT DEPTH TO COMPLETELY REMOVE SUCH MATERIAL.

   CONTRACTOR SHALL REVIEW DEMOLITION, CLEARING AND GRUBBING REQUIREMENTS ON SITE WITH OWNER PRIOR TO COMMENCING DEMOLITION OPERATIONS.

   EXISTING SITE FURNISHINGS AND IRRIGATION EQUIPMENT TO BE REMOVED AND SALVAGE BY CONTRACTOR, FOR USE BY CITY.

2. IRRIGATION EQUIPMENT: REMOVE ALL VISIBLE EXISTING IRRIGATION EQUIPMENT AND ANY BELOW-GRADE COMPONENTS THAT WOULD INTERFERE WITH THE WORK DURING TRENCHING AND/OR ROUGH GRADING OPERATIONS.

3. SAWCUTTING: ALL PAVEMENT AND CURB REMOVAL AS SHOWN ON THE PLAN SHALL BE ACCOMPLISHED BY SAWCUTTING.

   SAWCUTS SHALL BE NEAT AND CLEAN AND SHALL PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING FEATURES

4. TO REMAIN: PROTECT IN PLACE UNLESS OTHERWISE NOTED.

5. WOOD FIBER: CONTRACTOR TO COORDINATE WITH CPSI FOR INSPECTION OF EXISTING WOOD FIBER FOR RE-USE. WOOD FIBER NOT IN COMPLIANCE WITH CITY STANDARDS TO BE REMOVED AND REPLACED WITH NEW WOOD FIBER.

6. TREE PROTECTION AND MAINTENANCE REQUIREMENTS: ALL TRENCHING WITHIN THE DRIPLINE OF EXISTING TREES TO REMAIN SHALL BE BY HAND, WITH CARE TAKEN NOT TO CUT OR DAMAGE ROOTS OVER 1-INCH DIAMETER. TREES TO REMAIN SHALL BE FENCED WITH TEMPORARY FENCING, SUCH AS STEEL STAKES (MAX. 5 FEET O.C.) WITH WIRE MESH FABRIC (6X6 OPEN), CHAINLINK, OR SIMILAR, HEIGHT TO BE 5 FEET MINIMUM.

7. EROSION CONTROL: CONTRACTOR SHALL IMPLEMENT EROSION CONTRO MEASURES AND BMPS PER SPECS.

EXISTING CONDITIONS LEGEND

- FENCE
- WATER LINE
- STORM DRAIN LINE
- SANITARY SEWER LINE
- ELECTRICAL LINE
- ELECTRIC BOX
- LIGHT
- DRAIN INLET
- SANITARY SEWER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- WATER VALVE
- SIGN
- WATER BOX
- EXISTING TREE
- EXISTING IRRIGATION CONTROLLER

CALA
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
T 916.985.4366
www.callanderassociates.com

REVISION	DATE

LICENSED LANDSCAPE ARCHITECT
BRIAN S. WICKSTROM, NO. 6065
Signature
May 31, 2024
Renewal Date
Date
STATE OF CALIFORNIA

ROYER PARK PLAYGROUND RENOVATION
190 PARK DRIVE, ROSEVILLE, CA 95678

REVISION	DATE
100% SUBMITTAL	06/08/22

PROJECT NO:	20045
DRAWN BY:	BS
CHECKED BY:	MR
SCALE:	As Shown

SHEET TITLE

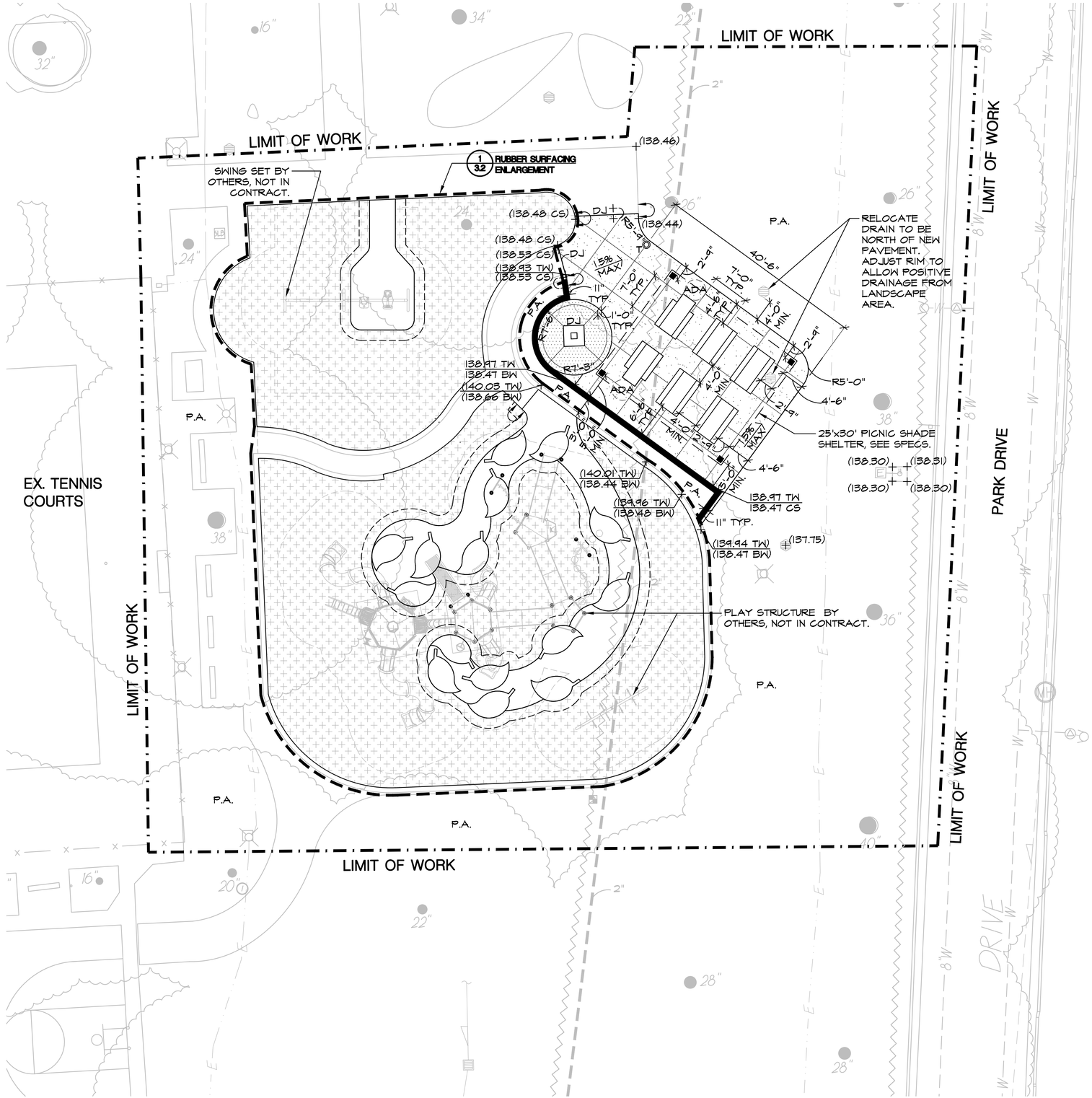
DEMOLITION PLAN

SHEET

2.1

For Council Approval
Not for Bidding

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SITE CONSTRUCTION LEGEND

- CONCRETE PAVING; DOWLED COLD JOINT, TYP.; CONTROL JOINT, TYP. — 1 6.1 | 2 6.1 | 3 6.1
- SPECIAL FINISH CONCRETE, SEE SPECS — 1 6.1 | 2 6.1 | 3 6.1
- WOOD FIBER, SEE SPECS — 6 6.1 | 8 6.1
- PICNIC TABLE, PROVIDED BY CITY, INSTALL PER — 4 6.1
- ADA PICNIC TABLES, PROVIDED BY CITY, INSTALL PER — 4 6.1
- TRASH RECEPTACLE, PROVIDED BY CITY, INSTALL PER SPECS. — 5 6.1
- CONCRETE CURB — 7 6.1
- P.A. — PLANTING AREA
- ALIGN

GRADING LEGEND

+(XXX.XX)	EXISTING SPOT ELEVATION
+XXX.XX	PROPOSED SPOT ELEVATION
X%	DIRECTION & PERCENT SLOPE OF DRAINAGE. NOT TO EXCEED MORE THAN 2% SLOPE.
	FLUSH CONDITION
TW	TOP OF WALL
BW	BOTTOM OF WALL
CS	CONCRETE SLAB

SITE CONSTRUCTION NOTES

1. DIMENSIONS: ALL WRITTEN DIMENSIONS SUPERSEDE SCALED DIMENSIONS. ALL DIMENSIONS ARE TO FACE OF CURB OR WALL, INSIDE EDGE OF CONCRETE FLATWORK/MOWBAND, CENTERLINE OF FENCE, OR CENTERPOINT OF RADIUS.
2. DOWLED COLD JOINTS: INSTALL DOWLED COLD JOINTS AS SHOWN ON DRAWINGS, AS WELL AS BETWEEN CONCRETE FLATWORK AND WALLS, CURBS, AND EXISTING FLATWORK OR STRUCTURES.
3. PROJECT STAKING: ALL PROPOSED SITE FEATURES SHALL BE STAKED IN FIELD FOR REVIEW BY THE CITY INSPECTOR PRIOR TO CONSTRUCTION. ALL CURVES SHALL BE SMOOTH AND CONTINUOUS WITH CAREFULLY MATCHED TANGENTS.
4. ALL WORK TO COMPLY WITH THE PARKS CONSTRUCTION STANDARDS LATEST EDITION.

GRADING NOTES

1. SEE GENERAL NOTES ON COVER SHEET CV-1.0
2. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
3. EXISTING GRADES ARE BASED ON INFORMATION PROVIDED BY CITY OF ROSEVILLE. CONTRACTOR SHALL VERIFY EXISTING GRADES FOR ACCURACY PRIOR TO THE START OF GRADING , NOTIFY THE INSPECTOR IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
4. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE INSPECTOR IMMEDIATELY. THE CONTRACTOR SHALL CONTACT UNDER GROUND SERVICE ALERT (USA) AT 800 227-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. PRIOR TO COMPETITION OF USA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON SITE FOR REFERENCE FOR DURATION OF CONTRACT.
5. ALL EXISTING DRAINAGE STRUCTURES, BOXES, UTILITY VAULTS BOX, SHALL BE BROUGHT TO FINAL FINISH GRADE PRIOR TO FINAL SURFACE TREATMENT.
6. GRADING AND DRAINAGE: ALL PROPOSED PAVING, CURBS, AND PLANTING AREAS SHALL SMOOTHLY CONFORM TO EXISTING ADJACENT FEATURES TO REMAIN. PROVIDE POSITIVE DRAINAGE OF ALL PAVING AND THROUGHOUT ALL PLANTING AREAS. CONTRACTOR SHALL FLOOD PAVED AREAS UPON COMPLETION AND RECONSTRUCT ANY LOW SPOTS AS DIRECTED. SLOPE PAVING 4.0% MAXIMUM WITH A CROSS SLOP OF 1% MINIMUM TO 1.9% MAXIMUM.
7. BACKFILL: EXCAVATED MATERIAL NOT SUITABLE FOR BACKFILLING SHALL BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE.
8. GRADING: CONTRACTOR SHALL PERFORM ALL EARTHWORK AND GRADING PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS..

CALA
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
T 916.985.4366
www.callanderassociates.com

REVISION	DATE

LICENSED LANDSCAPE ARCHITECT — JAMES R. WICKSTROM, NO. 5616 — Signature — May 31, 2024 Renewal Date — Date — STATE OF CALIFORNIA

ROYER PARK PLAYGROUND RENOVATION

190 PARK DRIVE, ROSEVILLE, CA 95678

REVISION	DATE
100% SUBMITTAL	06/08/22

PROJECT NO:	20045
DRAWN BY:	BS
CHECKED BY:	MR
SCALE:	As Shown

SHEET TITLE

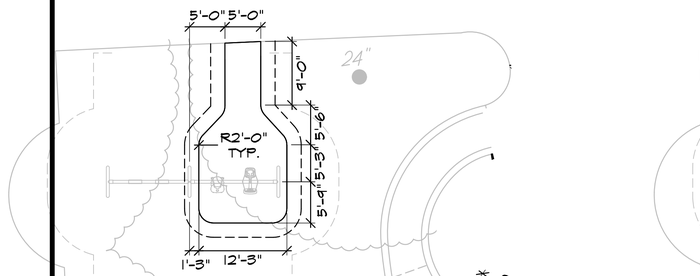
SITE CONSTRUCTION PLAN

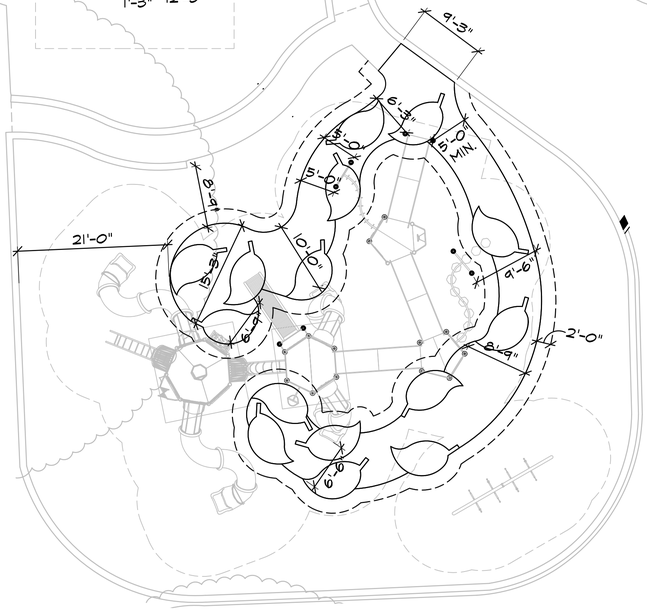
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3 OF 8

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DIMENSION PLAN



COLORS PLAN

LEAF
(QUANTITY: 15)

RUBBER SURFACING NOTES

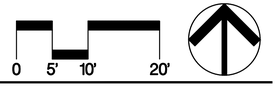
1. CONTRACTOR TO LAYOUT RUBBER SURFACING ACCENTS AS SHOWN ON PLANS. FINAL LOCATION TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT TO PROVIDE PAPER TEMPLATES.
2. SET SURFACE OF RUBBER TO HEIGHT AS DICTATED BY ACCESS AT EGRESS POINTS AROUND PLAY STRUCTURE. COORDINATE WITH MANUFACTURER.

RUBBER SURFACING COLORS

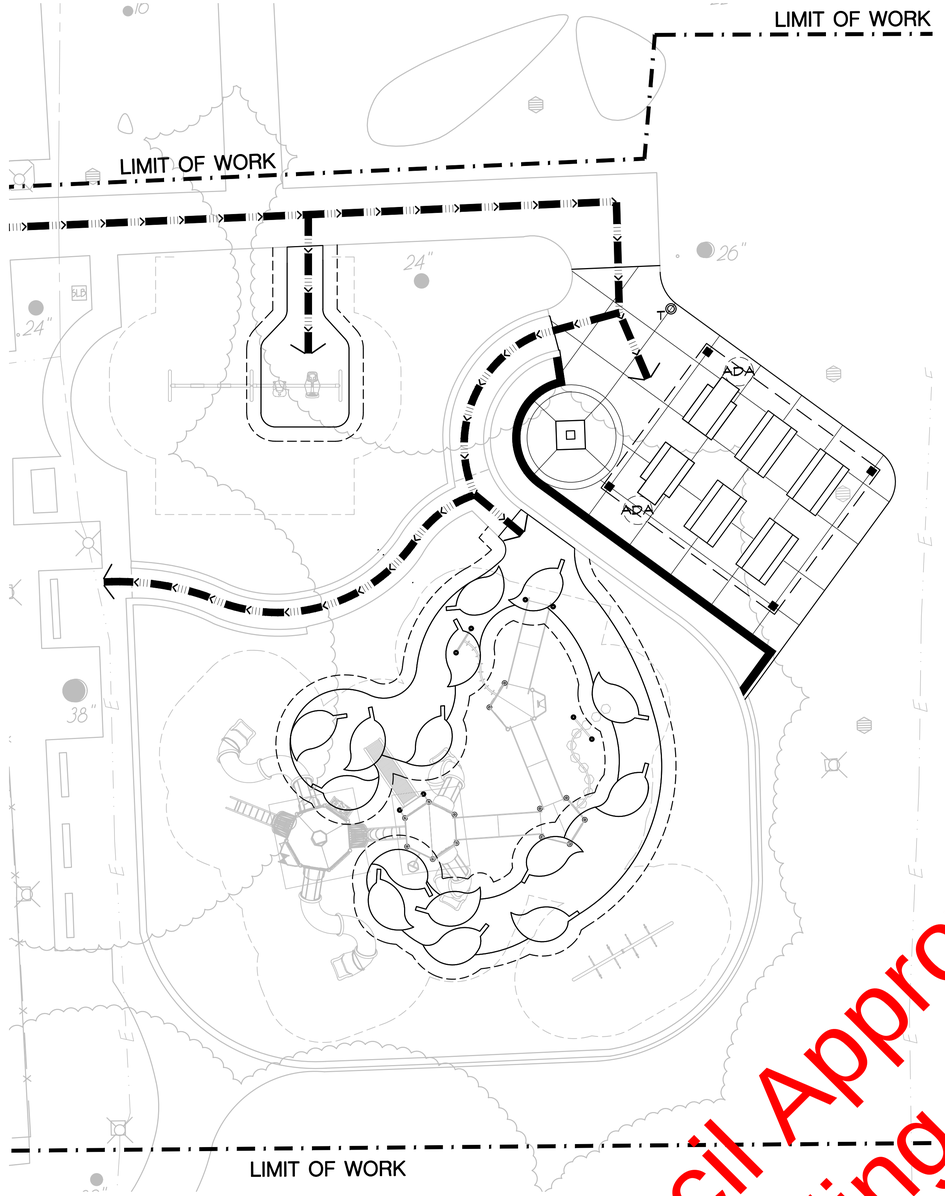
RUBBER SURFACING, COLOR A, SEE SPECS

RUBBER SURFACING, COLOR B, SEE SPECS

EDGE OF RUBBER SURFACING (2 / 6.1)



1 / 3.2 **RUBBER SURFACING ENLARGEMENT**
PLAN



LEGEND

ADA PATH OF TRAVEL



2 / 3.2 **PATH OF TRAVEL**
PLAN

CALA
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
T 916.985.4366
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REVISION	DATE

REGISTERED LANDSCAPE ARCHITECT
BRANDON W. WICKSTROM, NO. 6491
Signature
May 31, 2024
Renewal Date
Date
STATE OF CALIFORNIA

ROYER PARK PLAYGROUND
RENOVATION
190 PARK DRIVE, ROSEVILLE, CA 95678

REVISION	DATE
100% SUBMITTAL	06/08/22

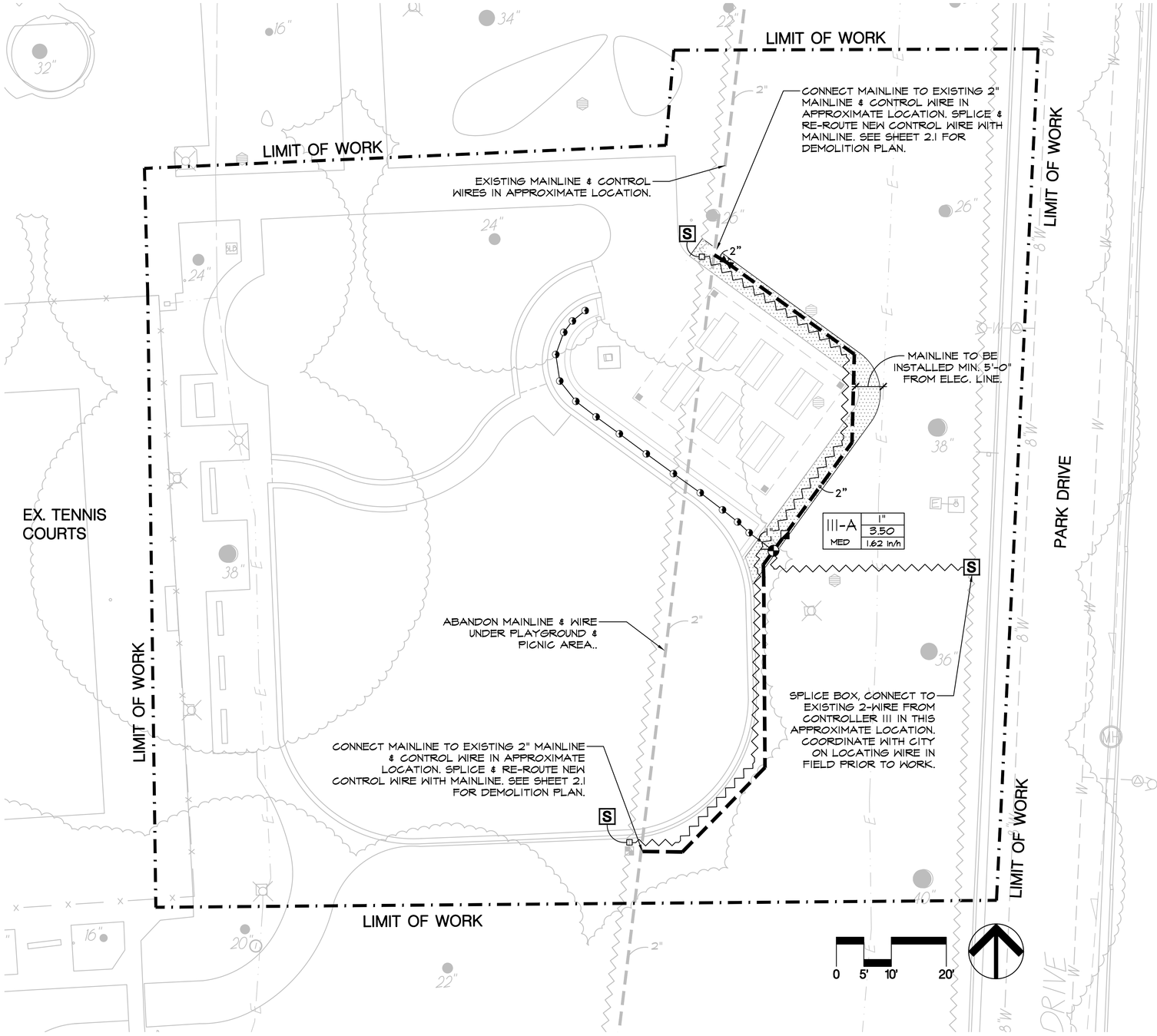
PROJECT NO:	20045
DRAWN BY:	BS
CHECKED BY:	MR
SCALE:	As Shown

SHEET TITLE
SITE CONSTRUCTION PLAN

SHEET
3.2

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IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	
	SHRUB BUBBLER: RAIN BIRD 1806-PRS-1400 FLOOD 1401 FLOOD BUBBLER 6" POPUP WITH PRESSURE REGULATING DEVICE.	4 / 6.2
	REMOTE CONTROL VALVE: RAIN BIRD PEB, 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES, LOW FLOW, GLOBE CONFIGURATION.	2 / 6.2
S	SPLICE BOX	4 / 6.2
	QUICK COUPLING VALVE - RAIN BIRD 44-LRC, 1" BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING THERMOPLASTIC RUBBER COVER, AND 2-PIECE BODY.	3 / 6.2
	GATE VALVE - NIBCO T-113, CLASS 125 BRONZE GATE SHUT OFF VALVE WITH WHEEL HANDLE, SAME SIZE AS MAINLINE PIPE DIAMETER AT VALVE LOCATION.	5 / 6.2
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	6 / 6.2 , 7 / 6.2
	IRRIGATION MAINLINE: PVC SCHEDULE 40, 2" SIZE.	
	EXISTING IRRIGATION MAINLINE	
	CONTROL WIRE	9 / 6.1 , 1 / 6.2
	EXISTING CONTROL WIRE	
	ADJUST HEADS TO NEW LIMITS OF CONCRETE PAVEMENT AND ENSURE HEAD TO HEAD COVERAGE IN TURF AREAS.	

VALVE CALLOUT
- VALVE NUMBER
- VALVE SIZE
- VALVE FLOW
- PRECIPITATION RATE
- WATER-USE

2-WIRE IRRIGATION NOTES

1. 2-WIRE VALVES: NEW VALVES TO BE OPERATED WITH 2-WIRE COMMUNICATIONS INCLUDE III-A.
2. GROUNDING REQUIREMENTS: GROUNDING SHALL OCCUR AT DECODER, AND EVERY 300' AT A DECODER OR THE NEXT CLOSEST DECODER.
3. TWO WIRE CONTROLLER DECODERS: THE MAXIMUM DISTANCE BETWEEN A DECODER AND VALVE SHALL BE 100 FEET. THE MAXIMUM DISTANCE FROM THE POINT OF CONNECTION DECODER AND MASTER VALVE/FLOW SENSOR SHALL BE 10 FEET. CONTRACTOR SHALL CONFIRM WITH THE CITY'S REPRESENTATIVE THE NUMBER OF 2 STATION DECODER(S) PRIOR TO PURCHASE AND INSTALLATION. DECODERS SHALL BE CALSENSE CS-2W-2ST AT VALVES. INSTALL DECODERS IN VALVE BOX PER DETAIL 2/6.2.
4. TWO WIRE CABLE AND WATERPROOFING: TWO WIRE CABLE SHALL BE PAIGE P-7354-D IN CONDUIT. THE MAXIMUM RUN OF TWO WIRE CABLE IS 7,000 FEET. ALL SPLICES, CONNECTIONS AND UNUSED WIRE SHALL USE 3M SCOTCH CAST 3570G-N CONNECTORS. ALL WIRE SPLICES SHALL BE INSTALLED IN A VALVE BOX.
5. COMPLY WITH THE PARKS CONSTRUCTION STANDARDS LATEST EDITION.

IRRIGATION NOTES

1. SPECIFICATIONS: SEE IRRIGATION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. POINT OF CONNECTION: CONNECT TO CONTROLLER III (ONE HUNDRED ELEVEN).
3. UTILITIES: CONTRACTOR SHALL VERIFY LOCATION OF ALL ON-SITE UTILITIES. RESTORATION OF DAMAGED UTILITIES SHALL BE MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
4. SCHEMATIC: SYSTEM FEATURES ARE SHOWN SCHEMATICALLY FOR GRAPHIC CLARITY. INSTALL ALL PIPING AND VALVES IN COMMON TRENCHES WHERE FEASIBLE AND INSIDE PLANTING AREAS WHENEVER POSSIBLE. ALL VALVES SHALL BE LOCATED IN GROUNDCOVER OR SHRUB AREAS WHENEVER POSSIBLE.
5. CODES: IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ALL LOCAL CODES AND MANUFACTURER'S SPECIFICATIONS. NOTIFY LANDSCAPE ARCHITECT BY TELEPHONE AN DIN WRITING OF ANY CONFLICTS PRIOR TO INSTALLATION.
6. SLEEVING: CONTRACTOR SHALL ADEQUATELY SIZE ALL SLEEVES SHOWN ON PLAN. SLEEVES SHALL BE INSTALLED A THE NECESSARY DEPTHS PRIOR TO PAVEMENT CONSTRUCTION. SLEEVING SHALL EXTEND 1'-0" FROM EDGE OF PAVEMENT INTO LAWN OR PLANTING AREA, AND SHALL HAVE ENDS CLEARLY MARKED 6" ABOVE GRADE.
7. QUICK COUPLING VALVES: INSTALL ON TRIPLE SWING JOINT, LOCATE 12" AWAY FROM EDGE OF WALKS, WALLS, CURBS, AND HEADERBOARDS WITHIN PLANTING AREAS. PROVIDE OWNER WITH ONE OPERATING KEY, TWO SETS OF LOCKING COVER KEYS, AND ONE SWIVEL HOSE ELL.
8. MAINLINE BREAK: SHOULD THE EXISTING MAINLINE BREAK OR BE SHUT OFF FOR ANY REASON DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR SHALL HAND WATER ALL TREES, SHRUBS, TURF, AND GROUNDCOVER THAT THE EXISTING IRRIGATION SYSTEM WATERS. THE CONTRACTOR SHALL CONTINUE TO DO SO UNTIL THE IRRIGATION SYSTEM IS OPERABLE.
9. EXISTING IRRIGATION INFORMATION: EXISTING IRRIGATION INFORMATION WAS MADE AVAILABLE TO THE LANDSCAPE ARCHITECT AND IS SHOWN ON THESE PLANS HALF TONE. LANDSCAPE ARCHITECT SHALL NOT BE HELD LIABLE FOR CHANGES, INACCURACIES, OMISSIONS, OR OTHER ERRORS ON THESE DOCUMENTS. THIS INFORMATION IS PROVIDED AS AN AID ONLY AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THESE DOCUMENTS. VERIFYING IN THE FIELD, AND INCORPORATING/INTEGRATING ALL CONSTRUCTION NECESSARY TO ACCOMMODATE THE SAME.

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12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
T 916.985.4366
www.callanderassociates.com

REVISION	DATE

REGISTERED LANDSCAPE ARCHITECT
BENJAMIN K. WOOSLEY, NO. 6130
Signature
May 31, 2024
Renewal Date
Date
STATE OF CALIFORNIA

ROYER PARK PLAYGROUND RENOVATION
190 PARK DRIVE, ROSEVILLE, CA 95678

REVISION	DATE
100% SUBMITTAL	06/08/22

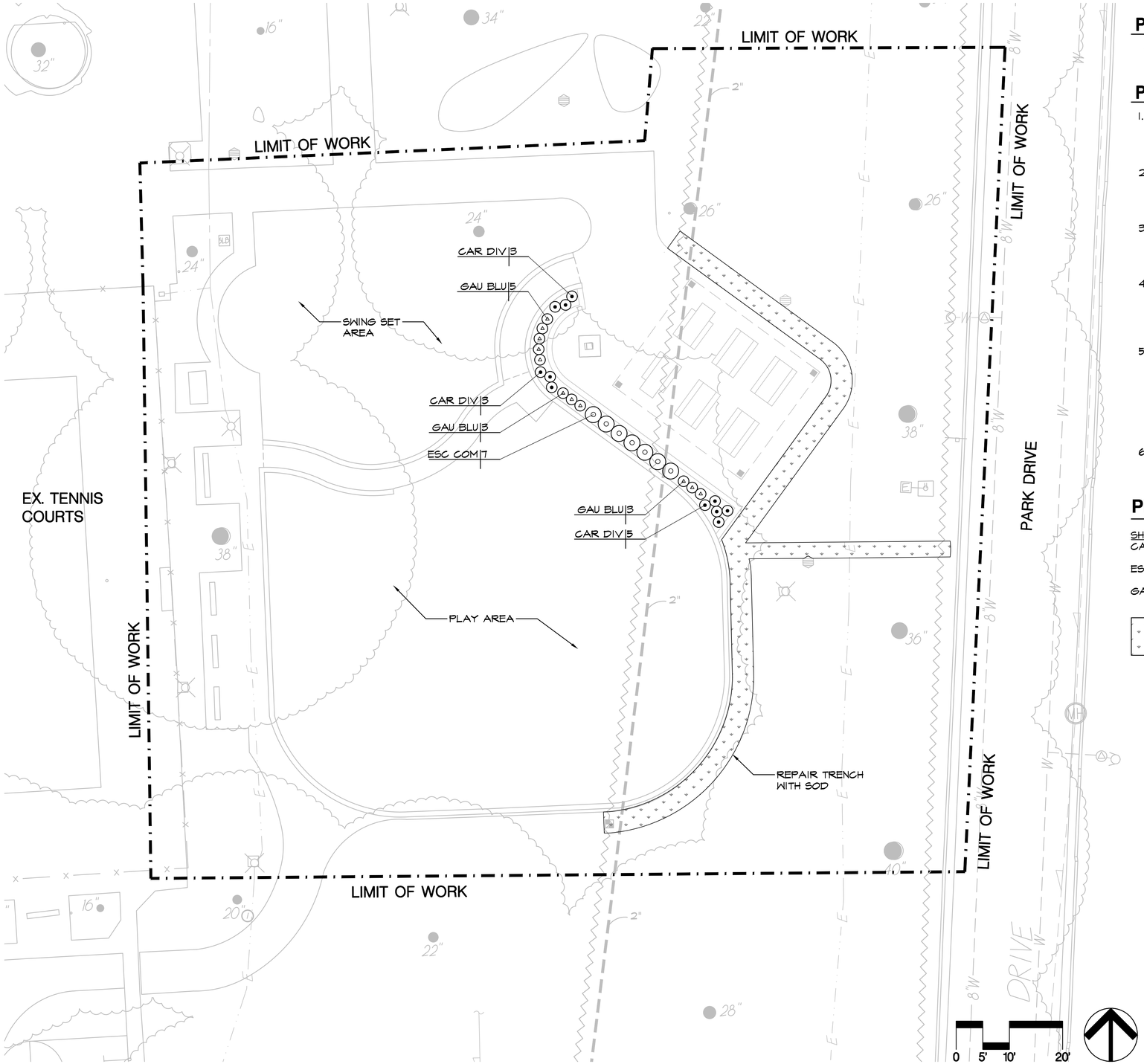
PROJECT NO:	20045
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CHECKED BY:	MR
SCALE:	As Shown

SHEET TITLE
IRRIGATION PLAN

SHEET
4.1
5 OF 8

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PLANT LEGEND

EXISTING TREE

PLANTING NOTES

1. MULCH: INSTALL A UNIFORM THREE INCH COVERING, OF SMALL DECORATIVE BARK, 1/4 INCH TO 3/4 INCH PARTICLE SIZE, IN ALL PLANTING AREAS AND WHERE SHOWN ON PLAN. MATERIAL AVAILABLE FROM SUN-UP FOREST PRODUCTS, INC., (916) 737-0665

2. EXISTING PLANT MATERIAL: PROTECT ALL EXISTING PLANT MATERIAL TO REMAIN. CONTRACTOR TO REPAIR ANY DAMAGES INCURRED AS A DIRECT RESULT OF THIS CONTRACT TO THE OWNER'S SATISFACTION AT NO ADDITIONAL COST.

3. SHRUBS & GROUNDCOVER: PROVIDE SHRUBS & GROUNDCOVER AT INDICATED ON-CENTER SPACING THROUGHOUT ALL PLANTING AREAS. GROUNDCOVER SHALL BE PROVIDED UP TO THE WATERING BASIN OF ALL TREES AND SHRUBS.

4. TOPSOIL: ALL PLANTING AREAS ELEVATED ABOVE ORIGINAL GRADE AND/OR PREVIOUSLY COVERED BY PAVING SHALL RECEIVE A TWO FOOT LAYER OF IMPORT TOPSOIL PER SPECIFICATIONS. ALL TOPSOIL SHALL BE AMENDED WITH FOUR YARDS OF COMPOST PER 1,000SF, PER WELO 14.18.050.B.4.f.(III.)

5. SOILS TESTING: SEE SPECIFICATIONS FOR TESTING OF TOPSOIL AND AMENDMENTS. IN ADDITION, CONTRACTOR SHALL SUBMIT A FIVE GALLON SAMPLE OF NATIVE TOPSOIL FROM ANY AREAS PREVIOUSLY COVERED BY PAVING, TO WAYPOINT ANALYTICAL, FORMERLY SOIL AND PLANT LABORATORY, OF ANAHEIM, (714)282-8777, FOR CONTAMINATION TESTING. TESTING REQUIRES FOUR TO FIVE WEEKS. CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOR TESTING PRIOR TO CONSTRUCTION. PROVIDE THE CITY WITH COPIES OF ALL SOIL ANALYSIS REPORTS.

6. STANDARD SPECIFICATIONS: ALL WORK TO COMPLY WITH THE PARKS CONSTRUCTION STANDARDS LATEST EDITION.

PLANT SCHEDULE

SHRUBS	BOTANICAL / COMMON NAME	SIZE	WUCOLS	SPACING
CAR DIV	CAREX DIVULSA BERKELEY SEDGE	5 GAL	LOW	24" o.c.
ESC COM	ESCALLONIA X 'COMPACTA' COMPACT ESCALLONIA	5 GAL	MED	36" o.c.
GAU BLU	GAURA LINDHEIMERI 'BELLEZA' GAURA 'BELLEZA' WHITE	5 GAL	MED	24" o.c.
	TURF SOD DROUGHT TOLERANT FESCUE BLEND USE PARKS STANDARD BLEND	SOD		

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Gold River, CA 95670
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REVISION	DATE

REGISTERED LANDSCAPE ARCHITECT
MARK W. WOODSIDE, NO. 5616
Signature
May 31, 2024
Renewal Date
Date
STATE OF CALIFORNIA

ROYER PARK PLAYGROUND RENOVATION

190 PARK DRIVE, ROSEVILLE, CA 95678

REVISION	DATE
100% SUBMITTAL	06/08/22

PROJECT NO: 20045
DRAWN BY: BS
CHECKED BY: MR
SCALE: As Shown

SHEET TITLE

PLANTING PLAN

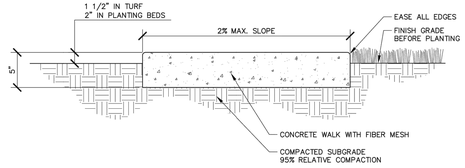
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NOTES
1. PROVIDE CONROL JOINTS 2" DEEP AT INTERVALS THE WIDTH OF THE WALK.
2. CLASS "A" SIX SACK CONCRETE.
3. MEDIUM BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL UNLESS OTHERWISE SPECIFIED.

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PARKS, RECREATION & LIBRARIES DIRECTOR

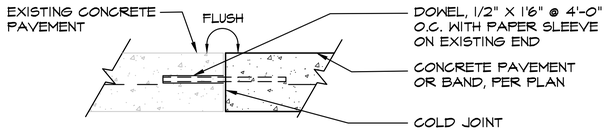
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CONCRETE PAVING

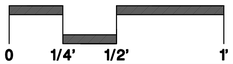
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REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

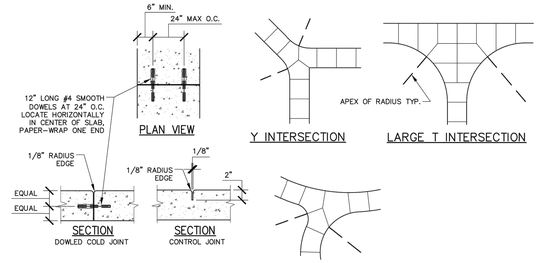
PK–31

1 / 6.1 CONCRETE PAVING SECTION — N.T.S.



2 / 6.1 COLD JOINT CONCRETE CONNECTION SECTION — N.T.S.





NOTES
1. CONTROL JOINTS SHALL NOT DIVIDE CONCRETE INTO SHAPES CONTAINING AN INTERIOR ANGLE OF 45 DEGREES OR LESS.
2. JOINTS SHALL BE SPACED EQUAL TO THE WIDTH OF THE PATH. EXAMPLE: A 10 FT. WIDE PATH SHALL HAVE JOINTS SPACED AT 10 FT. O.C.

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PARKS, RECREATION & LIBRARIES DIRECTOR

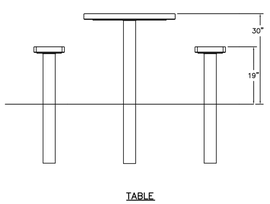
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CONTROL JOINTS

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–32

3 / 6.1 CONTROL JOINTS PLAN/SECTION — N.T.S.



NOTES
1. INSTALL FOOTINGS PER MANUFACTURERS RECOMMENDATIONS.
2. INSTALL PLUMB AND LEVEL.

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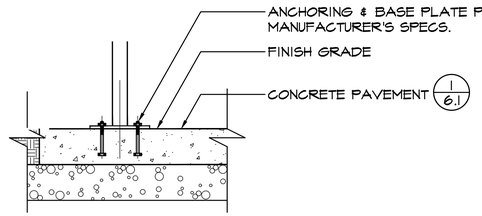
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PICNIC TABLE AND BENCH INSTALLATION HEIGHTS

SCALE: NONE
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REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

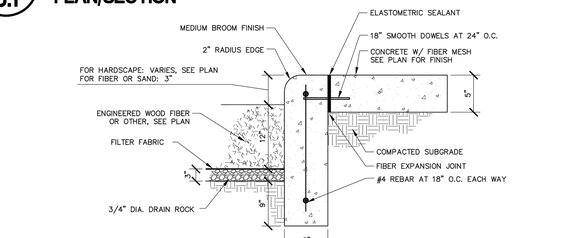
PK–24

4 / 6.1 PICNIC TABLE & BENCH SECTION — N.T.S.



5 / 6.1 SURFACE MOUNT SECTION — N.T.S.





NOTES
1. INSTALL TYPE 3 CONCRETE CURB AND CONCRETE PAVING. PROVIDE 18" SMOOTH DOWELS AT 24" O.C.
2. PROVIDE VERTICAL SCORE JOINTS (1" DEEP) AT HORIZONTAL SCORE LINES. ALIGN WITH SIDEWALK.

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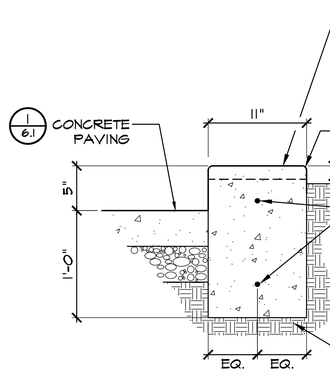
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PLAY AREA CONCRETE CURB

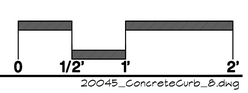
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REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

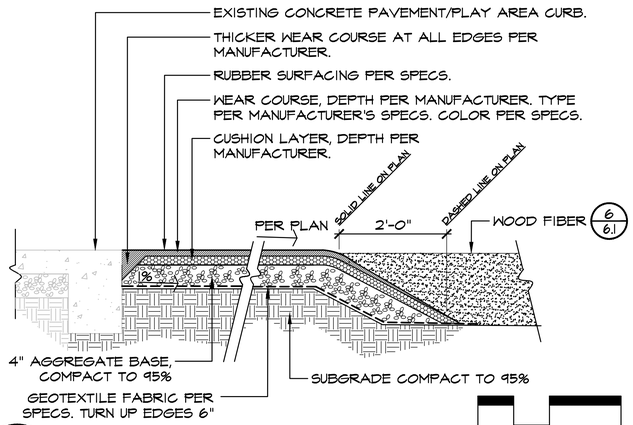
PK–36

6 / 6.1 WOOD FIBER DEPTH SECTION — N.T.S.

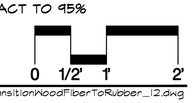


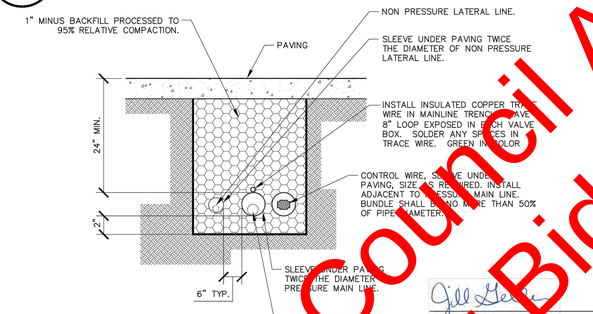
7 / 6.1 CONCRETE PLANTER CURB SECTION





8 / 6.1 WOOD FIBER TO RUBBER SECTION





NOTES
1. ALL SLEEVES TO BE SCHEDULE 40 PVC.
2. EXTEND ALL SLEEVES 12" BEYOND EDGE OF HARDSCAPING.
3. CAP BOTH ENDS OF ALL SPARE SLEEVES AND MARK BOTH ENDS WITH 3M LOCATOR BALLS.
4. INSTALL SPARE SLEEVE UNDER ROADWAYS

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PARKS, RECREATION & LIBRARIES DIRECTOR

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PIPE AT PAVEMENT

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–5

9 / 6.1 PIPE AT PAVEMENT SECTION — N.T.S.

CALA
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www.callanderassociates.com

REVISION	DATE

LICENSED LANDSCAPE ARCHITECT — JOSEPH K. WOODSIDE, NO. 6065 — Signature — May 31, 2024 Renewal Date — Date — STATE OF CALIFORNIA

ROYER PARK PLAYGROUND RENOVATION

190 PARK DRIVE, ROSEVILLE, CA 95678

REVISION	DATE
100% SUBMITTAL	06/08/22

PROJECT NO: 20045
DRAWN BY: BS
CHECKED BY: MR
SCALE: As Shown

SHEET TITLE

DETAILS

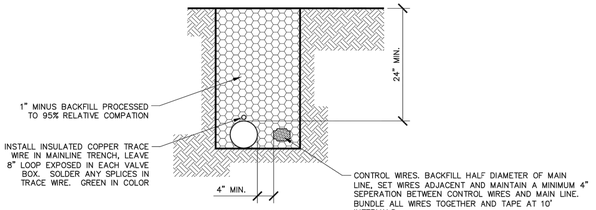
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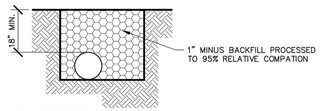
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PRESSURE MAIN LINE



NON PRESSURE LATERAL

NOTES

1. RECLAIMED WATER REQUIRES BURIED TAPE LINE PER PUBLIC WORKS CONSTRUCTION STANDARDS.

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PARKS, RECREATION & LIBRARIES DIRECTOR

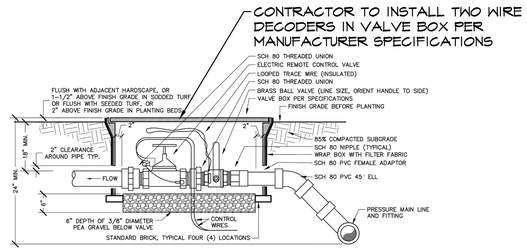
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PIPE TRENCH

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–6

1 6.2 PIPE TRENCH SECTION — N.T.S.



NOTES

1. INSTALL VALVES A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
2. INSTALL VALVES IN PLANTER BEDS WHENEVER POSSIBLE.
3. INSTALL VALVE BOX AT LEAST 12" AWAY FROM STRUCTURES OR HARDSCAPING.
4. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPING.
5. USE TEFLON TAPE ON ALL MALE THREADS.
6. PROVIDE SCHEDULE 80 THREADED UNION ON DOWNSTREAM SIDE.
7. INSULATE AROUND PIPE AT BOX OPENINGS WITH PLASTIC SHEETING TO PREVENT SOIL FROM ENTERING BOX.
8. REFER TO SPECIFICATIONS FOR REQUIREMENTS FOR TAPING, EXPANSION COILS, WIRE CONNECTIONS, ETC.
9. ALL RCV'S SHALL BE TAGGED INDICATING STATION #'S.
10. ALL VALVE BOXES SHALL HAVE STATION #'S PERMANENTLY BURNED ON VALVE BOX LIDS. MARKINGS SHALL BE AS FOLLOWS:
    TURF VALVES: T#
    LANDSCAPE AREA VALVES: L#
    BUBBLER VALVES: B#

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PARKS, RECREATION & LIBRARIES DIRECTOR

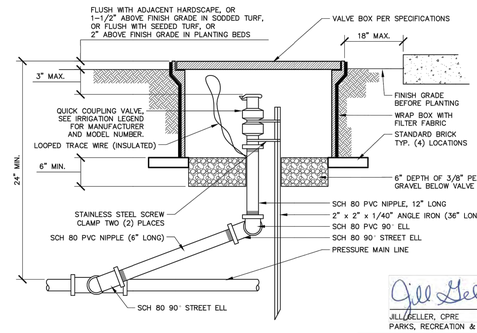
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VALVE
REMOTE CONTROL AT GRADE

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–15

2 6.2 REMOTE CONTROL VALVE SECTION — N.T.S.



NOTES

1. INSTALL VALVE BOXES SO THAT THE TOP OF THE BOX IS FLUSH WITH THE TOP OF THE ADJACENT HARDSCAPE.
2. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

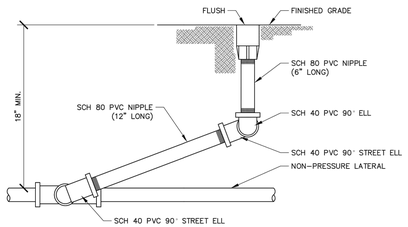
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

VALVE
QUICK COUPLING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–14

3 6.2 VALVE QUICK COUPLING SECTION — N.T.S.



NOTES

1. LOCATE HEAD 2" FROM WALKS, CURBS, HARDSCAPING, MOW STRIPS, AND HEADER BOARDS, OR AS REQUIRED BY CURRENT WELO REGULATIONS.
2. LOCATE SPRAY HEADS 12" FROM ALL STRUCTURES IN TURF AREAS AND 6" FROM ALL STRUCTURES IN GROUND-COVER AREAS.
3. USE TEFLON TAPE ON ALL THREADED FITTINGS. DO NOT USE MARLEX FITTINGS.
4. PREFABRICATED SWING JOINT ARE ALLOWED, UPON APPROVAL.
5. 6" LONG SCH 80 PVC RISER NIPPLE NOT REQUIRED FOR 12" POPUP HEADS.

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

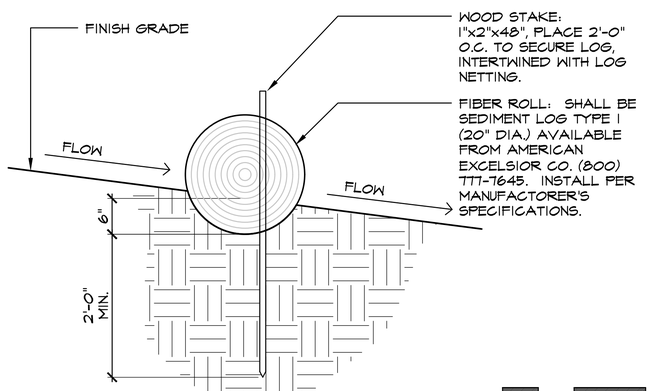
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

POP–UP SPRAY

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

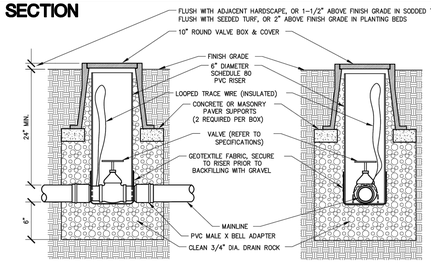
PK–8

4 6.2 SHRUB BUBBLER SECTION — N.T.S.



0 1/2' 1' 2'
015713_FiberRoll_12.dwg

7 6.2 DRIPLINE LAYOUT - IRREGULAR PLAN



NOTES

1. COMPACT SOIL AROUND BOX TO 90% MINIMUM COMPACTION.
2. PLACE DRAIN ROCK PRIOR TO INSTALLING VALVE BOX.
3. GATE VALVE AND FITTINGS SHALL BE LINE SIZE UNLESS OTHERWISE NOTED.
4. USE TEFLON TAPE ON ALL THREADED FITTINGS.
5. LOCATE VALVES IN SHRUB/GROUNDCOVER AREAS WHENEVER POSSIBLE.
6. LOOP EXTRA TRACER WIRE UP TO TOP OF BOX.

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

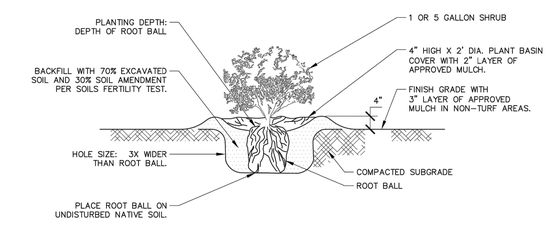
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

VALVE
3" AND SMALLER

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–11

5 6.2 GATE VALVE SECTION — N.T.S.



NOTES

1. AMENDMENT SHALL BE CONSISTENT WITH SOILS FERTILITY TEST.
2. PLANTING AREAS SHALL BE TREATED WITH PRE-EMERGENT PRIOR TO PLANTING TO PREVENT GERMINATION OF WEED SEEDS.
3. SCORE ROOT BALL IN VARIOUS LOCATIONS.

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

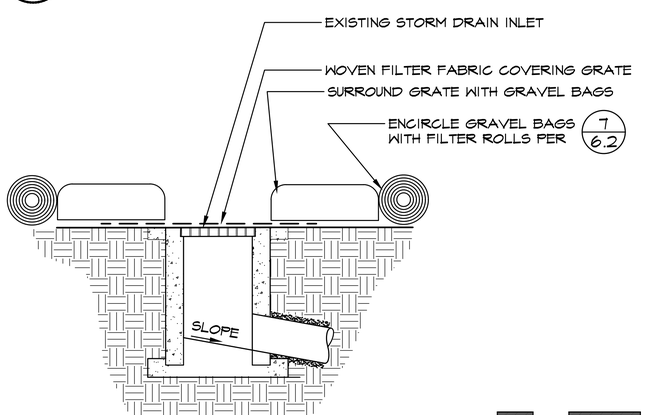
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

SHRUB PLANTING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–18

6 6.2 SHRUB PLANTING PLAN — N.T.S.



0 1' 2' 4'
20045_DrainInletProtection_24.dwg

8 6.2 GATE VALVE SECTION

CALA
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
T 916.985.4366
www.callanderassociates.com

REVISION	DATE

LICENSED LANDSCAPE ARCHITECT
BRIAN S. WICKSTROM, NO. 6065
Signature
May 31, 2024
Renewal Date
Date
STATE OF CALIFORNIA

ROYER PARK PLAYGROUND RENOVATION
190 PARK DRIVE, ROSEVILLE, CA 95678

REVISION	DATE
100% SUBMITTAL	06/08/22

PROJECT NO: 20045
DRAWN BY: BS
CHECKED BY: MR
SCALE: As Shown

SHEET TITLE
DETAILS

SHEET
6.2

8 OF 8

For Council Approval
Not for Bidding

File Path: T:\Projects\2020\20045_RoyerParkPlayground\3_ConstructionDocuments\20045_DT.dwg Plot Date: 6/8/22 Saved By: lbartlett
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PROJECT DIRECTORY

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CUSTOM CANOPIES INC.
11815 BURKE STREET
SANTA FE SPRINGS, CA 90670
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F: (562) 464-4770
CONTACT: STEVE GRAAF

ARCHITECT
RON EDWARDS ARCHITECT
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ORION STRUCTURAL ENGINEERING
11305 RANCHO BERNARDO ROAD, STE 121
SAN DIEGO, CA 92127
T: (858) 679-1974
CONTACT: RYAN OMER

PRECHECK FABRIC SHADE STRUCTURE

FOR CUSTOM CANOPES INC.

SHEET INDEX

SHT	SHEET INDEX
	ARCHITECTURAL:
A001	TITLE SHEET
A002	TITLE 24 GUIDELINE & CAL-FIRE MATERIAL CERT.
	2 SHEETS
	STRUCTURAL
S1.1	GENERAL NOTES & TYPICAL DETAILS
S1.2	GENERAL NOTES & TYPICAL DETAILS
S1.3	GENERAL NOTES & TYPICAL DETAILS
S2	CUSTOM CANOPIES 2019 CBC DRAWINGS
S3	CUSTOM CANOPIES 2019 CBC DRAWINGS
S4	CUSTOM CANOPIES 2019 CBC DRAWINGS
	6 SHEETS
TOTAL	8 SHEETS

MATERIAL SPECIFICATIONS

1. MATERIAL SPECIFICATIONS
   - 1.A. CONCRETE: f_y=4,500psi @ 28 DAYS (SPECIAL INSPECTION REQUIRED). CONCRETE SHALL BE MADE WITH TYPE V CEMENT WITH WATER RATIO NOT MORE THAN 0.45.
     SITE SPECIFIC GEOTECHNICAL REPORT MUST BE PROVIDED IF A LOWER f_y IS DESIRED.
   - 1.B. REINFORCING STEEL: ASTM A615, DEFORMED GRADE F = 60ksi.
   - 1.C. PLATE STEEL: ASTM A36, F = 36ksi.
   - 1.D. PIPE COLUMNS: ASTM A53 GRADE B, TYPE E OR S, F_y= 35ksi.
   - 1.E. STRUCTURAL TUBES: ASTM A500 GRADE B, F = 46ksi
     CORROSION PROTECTION SHALL BE TRIPLE COATED IN LINE ZINC ELECTROPLATING.
   - 1.F. MACHINE BLOTS: ASTM A307 OR SAE GRADE 2 MIN. (LOCK WASHER REQUIRED). BOLTS OF GREATER STRENGTH MAY USED SUCH AS ASTM F593C/304 OR F593D/304.
   - 1.G. CABLE STEEL: ASTM A1023, 7X19 CLASS IWRC, (TYPICALLY REFERRED TO AIRCRAFT CABLE).
     CABLE SHALL BE GALVANIZED (CLASS A ZINC COATING) OR STAINLESS STEEL. NOMINAL CABLE STRENGTH FOR $\frac{1}{4}$"Ø F =9k, $\frac{3}{8}$"Ø SS F =12k, $\frac{3}{8}$"Ø Galv. F =14.4k. DESIGN STRENGTH FOR $\frac{1}{4}$"Ø =2.18k, FOR $\frac{5}{16}$"Ø F =3.07k, FOR $\frac{3}{8}$"Ø SS = 4.09k, FOR $\frac{3}{8}$"Ø Galv. = 4.91k. MIN PRETENSION FORCE ON $\frac{1}{4}$"Ø = 0.10k, ON $\frac{5}{16}$"Ø = 0.15k, ON $\frac{3}{8}$"Ø = 0.20k. MAX. PRETENSION FORCE ON $\frac{1}{4}$"Ø = 0.15k, ON $\frac{5}{16}$"Ø = 0.23k, ON $\frac{3}{8}$"Ø = 0.30k.
   - 1.H. WELDING ELECTRODES SHALL BE "GMAW / SEMI-AUTOMATIC, GRADE ER70S-6 PER AWS A-5.18"
   - 1.I. GROUT: COMMERCIAL GRADE QUICKCRETE, NON-SHRINK PRECISION GROUT, NO. 1585-00 F = 3000psi @ 1 DAY, 10,000psi @ 28 DAYS.
   - 1.J. EXPOSED STEEL FASTENERS: ALL EXPOSED STEEL FASTENERS, INCLUDING CAST-IN-PLACE ANCHOR BOLTS/RODS, SHALL BE STAINLESS STEEL (TYPE 304 MINIMUM), HOT-DIP GLAVANIZED (ASTM A153, CLASS D MINIMUM OF ASTM F2329), OR PROTECTED WITH
     CORROSION-PREVENTATIVE COATING THAT DEMONSTRATES NO MORE THAN 2% OF RED RUST IN MINIMUM 1000 HOURS OF EXPOSURE IN SALT SPRAY TEST PER ASTM B117, ZINC PLATED FASTENERS DO NOT COMPLY WITH THIS REQUIREMENT. (EXAMPLE PROPRIETARY COATINGS THAT DO NOT COMPLY WITH THE 1000 HOUR REQUIREMENT INCLUDE BUT ARE NOT NECESSARILY LIMITED TO: QUICK GUARD BY SIMPSON, KWIK-COTE BY HILTI, STALGARD BY ELCO, VISTACORR BY SFS INTEC, ETC.)
2. WELDING
   - 2.A. WORKMANSHIP AND TECHNIQUE OF WELDING ARE TO COMFORM TO THE 2019 CBC SECTION 2204A.1. ALL WELDS SHALL BE INSPECTED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE 2019 CBC CHAPTER 17A, SECTION 1705.2.5.
3. MALLEABLE WIRE ROPE CLIPS
   - 3.A. CABLE CLIPS SHALL BE FORGED STEEL PER FEDERAL INSPECTION FF-C-40 TYPE 1, CLASS 2 INSTALLED WITH THE U-BOLT ON THE CABLE DEAD END (SEE SPECIFICATION SHEET ON THIS SHEET.)
   - 3.B. BOLT TORQUE FOR $\frac{1}{4}$"Ø CABLE CLIPS = 15 lb-ft, FOR $\frac{5}{16}$"Ø CABLE CLIPS = 30 lb-ft.
4. BOLT HOLES
   - 4.A. BOLT HOLE DIAMETERS SHALL BE $\frac{1}{16}$" LARGER THAN THE BOLT DIAMETER.
   - 4.B. ALL BOLTS SHALL BE INSTALLED WITH LOCK WASHERS.
5. CORROSION PROTECTION
   - 5.A. STEEL TUBE ROOF MEMBER SHALL BE TRIPLE COATED USING IN-LINE ZINC ELECTROPLATING PER ASTM E-6 AND THEN POWDER COATED WITH A TGIC POLYESTER TOP COAT.
   - 5.B. STEEL PIPE COLUMNS SHALL BE POWDER COATED WITH A TGIC POLYESTER PRIMER AND TOP COAT.
   - 5.C. ZINC SPELTER CONFORMS TO ASTM B-6 HIGH GRADE ZINC.
6. FABRIC MATERIAL
   - 6.A. FABRIC MATERIAL SHALL BE EXTRA BLOCK, OR COMMERICAL NINETYFIVE 340R FABRIC.
   - 6.B. THE FABRIC SHALL BE MANUFACTURED FROM HIGH DENSITY POLYETHYLENE POLYMER.
   - 6.C. MIN. WEIGHT - 8.3 oz/sq.yd
   - 6.D. MIN. BREAKING STRENGTH PER ASTM D 5034: WARP = 165 lbs., WEFT = 260 lbs.
   - 6.E. MAX. ELONGATION: WARP = 115%, WEFT = 76%.
   - 6.F. MIN. TEAR STRENGTH PER ASTM D 2261: WARP = 26 lbs., WEFT = 26 lbs.
   - 6.G. FIRE RETARDANT RATING PER CSTM - TITLE 19, (REGISTRATION #: ALNET EXTRA BLOCK SHADECLOTH - F94501)
   - 6.H. THE FABRIC SHALL BE CAPABLE OF MAINTAINING 80% OF IT'S TENSILE AND TEARING STRENGTH AFTER EXPOSURE TO A 313NM LIGHT SOURCE APPLIED FOR 500 HOURS AND WHILE MOISTENED FOR 1 HOUR EVERY 12 HOURS PER ASTM G53. THE FABRIC SHALL REQUIRE ANNUAL INSPECTION AND MAINTENANCE SAMPLES OF THE SAME MATERIAL SHALL BE MAINTAINED AT THE PROJECT SITE AND TESTED TO SHOW COMPLIANCE WITH ASTM D 5034 AND D 2261.
   - 6.I. THE FABRIC SHALL MAINTAIN AT LEAST 50% OF IT'S ORIGINAL BREAKING STRENGTH AFTER 5 YEARS OF EXPOSURE TO SUNLIGHT.
7. STANDARD NOTES
   - 7.A. ALL WORK SHALL CONFORM TO 2019 EDITION TITLE 24, CALIFORNIA CODE OF REGULATION (CCR)
   - 7.B. CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY DSA, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24 (CCR)
   - 7.C. A "DSA CERTIFIED" PROJECT INSPECTOR EMPLOYED BY THE DISTRCT (OWNER) AND APPROVED BY DSA SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1, TITLE 24 (CCR).
   - 7.D. A DSA ACCEPTED TESTING LABORATORY DIRECTLY EMPLOYED BY THE DISTRICT (OWNER) SHALL CONDUCT ALL THE REQUIRED TESTS AND INSPECTIONS FOR THE PROJECT.
   - 7.E. THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CCR. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH THE TITLE 24, CCR, A CONSTRUCTION CHANGE DOCUMENT (CCD) OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY DSA.
   - 7.F. GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.

APPLICABLE CODES

PARTIAL LIST OF APPLICABLE CODES AS OF January 1, 2021*
2019 California Administrative Code (CAC), Part 1, Title 24 CCR*
2019 California Building Code (CBC), Part 2, Title 24 CCR
(2018 International Building Code, Vol. 1 & 2, and 2019 California amendments)
2019 California Fire Code (CFC), Part 9, Title 24 CCR
(2018 International Fire Code and 2019 California Amendments)

GENERAL NOTES

1. FIRE SAFETY DURING DEMOLITION AND CONSTRUCTION SHALL COMPLY WITH CFC CHAPTER 33 AND CBC CHAPTER 33.

kulkarni — MALLEABLE WIRE ROPE CLIPS



ZINC PLATED, MALLEABLE

Size in Inches	Min. Clips Required	Wire Rope Turn Back in Inches	Torque in Foot Pounds**	Approx Wt. in Pounds	Dimensions in Inches						
					A	B	C	D	E	F	G
1/16**	3	4	2.0	0.030	0.15	0.85	0.45	0.38	0.38	0.45	0.69
1/8**	3	4.3/4	3.0	0.040	0.18	0.81	0.50	0.50	0.50	0.56	0.94
3/16	3	5.1/2	4.5	0.065	0.25	0.94	0.56	0.56	0.56	0.63	1.06
1/4	3	7	15.0	0.130	0.31	1.19	0.75	0.75	0.69	0.75	1.31
5/16	3	7.3/4	15.0	0.150	0.31	1.31	0.84	0.75	0.75	0.75	1.44
3/8	3	9.1/2	30.0	0.210	0.38	1.63	1.00	0.88	0.84	0.88	1.63
7/16	4	10.1/4	40.0	0.370	0.38	2.00	1.19	1.06	1.00	1.06	1.88
1/2	4	15.1/4	45.0	0.370	0.44	2.00	1.19	1.06	1.00	1.06	1.88
5/16	4	16	60.0	0.590	0.50	2.31	1.38	1.25	1.25	1.25	2.09
5/8	4	16	75.0	0.590	0.50	2.31	1.38	1.25	1.25	1.25	2.09
3/4	5	22.1/4	75.0	0.840	0.56	2.56	1.56	1.31	1.44	1.56	2.38
7/8	5	23.1/2	130.0	1.250	0.63	3.06	1.81	1.63	1.75	1.81	2.88
1	6	31	130.0	1.660	0.63	3.44	2.00	1.88	2.06	2.00	3.00
1.1/8	7	39	200.0	2.430	0.75	4.00	2.75	2.00	2.19	2.00	3.38

Meets the performance requirements of Federal Specification FF-C-450, current revision, Type 1, Class 2.**
* Based on clean, unlubricated threads. The table above shows the minimum torque required to reach maximum holding power of wire rope clips.
** NOTE: 1/16" and 1/8" are not covered by Federal Specification FF-C-450, current revision.

DESIGN PARAMETER CHECKLIST FOR OTC REVIEW

THE FOLLOWING CHECKLIST IS INTENDED TO ASSIST THE PLAN REVIEWER TO DETERMINE IF THIS PRE-CHECKED SUBMITTAL IS APPLICABLE TO THE SITE SPECIFIC CONDITIONS IN WHICH IT IS INTENDED TO BE USED. IF THIS CHECKLIST CANNOT BE COMPLETED, ADDITIONAL ENGINEERING PROVING SITE-SPECIFIC COMPLIANCE IS REQUIRED.

THIS PRE-CHECKED SUBMITTAL IS APPLICABLE UNDER THE FOLLOWING CIRCUMSTANCES:
- ☐ NONE OF THE STRUCTURAL DESIGN CRITERIA ARE EXCEEDED
- ☐ THE RISK CATEGORY IS 'II' OR LESS
- ☐ THE WIND EXPOSURE CATEGORY IS 'C' OR LESS
- ☐ THE PROJECT SITE BASIC ULTIMATE WIND SPEED IS <105mph
- ☐ THE PROJECT SITE CLASS CATEGORY IS 'D' OR LESS
- ☐ THE PROJECT SEISMIC DESIGN CATEGORY IS 'E' OR LESS
- ☐ THE PROJECT SEISMIC SDS IS MAXIMUM 2.40
- ☐ THE PROJECT SITE IS NOT IN A FLOOD ZONE OTHER THAN ZONE 'X'. IF SO, THEN A GEOTECHNICAL LETTER IS REQUIRED PER PC-7 1.7.2.
- ☐ THE PROJECT SITE IS NOT IN AN AREA REQUIRING SNOW LOADING
- ☐ THE PROJECT IS DESIGNED FOR VERY HIGH FIRE HAZARD SEVERITY ZONE AREAS PER CBC CHAPTER 7A.
- ☐ THE ALLOWABLE SOIL COMPRESSIVE STRENGTH IS 1500psf OR GREATER
- ☐ IF THE CANOPY SIZE IS <1600s.f. IN AREA, NO GEOTECHNICAL/GEOHAZARDS REPORT IS REQUIRED.
- ☐ IF THE CANOPY SIZE IS >1600s.f. AND <4000s.f. AND THERE IS A GEOTECHNICAL REPORT PROVING THAT NO POTENTIAL FOR LIQUIFICATION EXISTS
- ☐ IF THE CANOPY SIZE IS >4000s.f., A SITE SPECIFIC GEOTECHNICAL/GEOHAZARD REPORT IS REQUIRED GEOTECHNICAL/GEOHAZARD REPORT REQUIRED IN MAPPED GEOLOGIC HAZARD ZONES AND AS REQUIRED BY IR-4.
- ☐ THE CANOPY SIZE PROVIDES THE MINIMUM REQUIRED AREA FOR SELECTED ASSEMBLY USE AND DESIRED OCCUPANCY LOAD (SEE ASSEMBLY USE CHECKLIST)
- ☐ THE PROJECT IS NOT INTENDED TO PROVIDE SOLAR PANELS
- ☐ THE PROJECT DOES NOT INCLUDE FIRE SPRINKLERS.

ASSEMBLY USE SELECTION CHECKLIST

THE FOLLOWING CHECKLIST IS TO BE USED BY THE PARTY SUBMITTING THIS PRE-CHECK TO INDICATE THE INTENDED ASSEMBLY USE FOR THIS STRUCTURE.
- ☐ DINING CANOPY - ASSEMBLY USE (1200 s.f. MAX.) - 'A2'
- ☐ SHADE STRUCTURE - ASSEMBLY USE (1200 s.f. MAX.) - 'A'
- ☐ SHADE STRUCTURE - OUTDOOR INSTRUCTIONAL USE (1200 s.f. MAX.) - ASSEMBLY USE - 'E'
- ☐ SHADE STRUCTURE OVER PLAY EQUIPMENT (1200 s.f. MAX.) - ASSEMBLY USE - 'E'
- ☐ SHADE STRUCTURE OVER PARKING - ASSEMBLY USE (1200 s.f. MAX.) - 'S2' OR 'U'

NOTE: THE LOCATION OF THESE CANOPIES ADJACENT TO OTHER BUILDINGS IS SUBJECT TO SITE SPECIFIC APPROVAL
- ☐ THE INTENDED OCCUPANT LOAD IS _____ PERSONS

FOOTINGS SELECTION CHECKLIST

THE FOLLOWING CHECKLIST IS TO BE USED BY THE PARTY SUBMITTING THIS PRE-CHECK TO INDICATE THE INTENDED SIZES USED FOR THIS PRE-CHECK STRUCTURE.
- ☐ PIER FOOTINGS

SITE-SPECIFIC CODE ANALYSIS

THE SECTION IS TO BE FILLED OUT BY THE ARCHITECT OF RECORD FOR THE SITE-SPECIFIC APPROVAL

- ☐ OCCUPANCY GROUP:_____(SEE ASSEMBLY USE CHECKLIST)
- ☐ OCCUPANCY LOAD:_____(MAX OCC LOAD 86 PERSON PER 15'x10' MODULE)
- ☐ TYPE OF CONSTRUCTION: _____
- ☐ PROPOSED AREA: _____
- ☐ ALLOWABLE AREA: _____

CANOPY SIZE SELECTION CHECKLIST

THE FOLLOWING CHECKLIST IS TO BE USED BY THE PARTY SUBMITTING THIS PRE-CHECK TO INDICATE THE INTENDED SIZES USED FOR THIS PRE-CHECK STRUCTURE.

☐ 20'X10'	☐ 30'X20'	☐ 30'X30'
☐ 20'X15'	■ 30'X25'	☐ 40'X30'
☐ 20'X20'	☐ 36'X18'	☐ __'X__' (FOR INTERMEDIATE SIZE)
☐ 25'X25'	☐ 40'X20'	☐ __'X__' (FOR INTERMEDIATE SIZE)

NOTES:
1. PLAN DIMENSIONS ARE REPEATABLE IN ANY ONE DIRECTION TO A TOTAL AREA OF 6000 SQ.FT.
2. INTERMEDIATE SIZES MAY USE THE MEMBER SIZES OF THE NEXT LARGEST CANOPY WITH AN IDENTICAL WIDTH TO LENGTH RATIO.

COLUMN HEIGHTS:
☐ 9' COLUMN HEIGHT ☐ 10' COLUMN HEIGHT ☐ 11' COLUMN HEIGHT ■ 12' COLUMN HEIGHT

rea architect
RON EDWARDS
Architecture
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Bakersfield, CA 93313
(661) 394-0053
ron@rearchitect.net

LICENSED ARCHITECT — RONALD W. EDWARDS — C 25192 — REN 12-31-21 — STATE OF CALIFORNIA

MANUFACTURER:
CUSTOM CANOPIES INC.
11815 BURKE STREET
SANTA FE SPRINGS, CA 90670

IDENTIFICATION STAMP DIVISION OF THE STATE ARCHITECT
PRE-CHECK PC DOCUMENT
CODE: 2019 CBC
A separate application for construction is required

PC APPROVAL STAMP:
APPROVED
DIV. OF THE STATE ARCHITECT
APP: 04-120780 PC
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑ CG ☐
DATE: 12/15/2021

PRECHECK FABRIC SHADE STRUCTURE

Sheet Title
TITLE SHEET

Project #	Sheet
21-003	A001
Drawn By: RWE	
Date: 11-23-21	

For Council Approval
Not for Bidding

FLAME RETARDANT

Fabric Registration

LICENSE NUMBER: F-094501

Product Marketed by:

ALNET PTY (LTD)
MOORSOM AVENUE, EPPING, INDUSTRY II
CAPE TOWN, S. AFRICA

Issue Date : 06/03/2021
Expiration Date : 06/30/2022

License Type	License Number	First Name	Last Name	Company Name	Product Name	Company Mailing Address	Company Physical Address	Expiration Date
Flame Retardant Fabrics and Fabrics Registration, New Business	F-094501	Kelsey	Law	ALNET PTY (LTD)	SYFM-BLOCK 94A0923ZRN	272 PRINSEN BEST, STE 103, LAKE MARY, FL 32746	MOORSOM AVENUE, EPPING, INDUSTRY II, CAPE TOWN, S. AFRICA	6/30/2022

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code. The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.

Issued By Vikkie Raby
Fire Engineering License Manager
Fire Engineering Division

Reviewed and Approved By Patricia Setter
Deputy State Fire Marshal III
Fire Engineering Division

OFFICE OF THE STATE FIRE MARSHAL

Please visit calfire.govmotus.org for more information on Licensing and Permitting with CAL FIRE

FLAME RETARDANT

Fabric Registration

LICENSE NUMBER: F-037801

COMMERCIAL NINETYFIVE 340FR

Product Marketed by:

GALE PACIFIC LTD
145 WOODLANDS DRIVE
BRAESIDE, AUSTRAILIA 3195

Issue Date : 06/25/2021
Expiration Date : 08/30/2022

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code. The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.

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OFFICE OF THE STATE FIRE MARSHAL

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DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2019 CBC

Application Number: 04-120090 | School Name: | School District: | DSA File Number: | Increment Number: | Date Created: 2020-11-04 09:56:26

2019 CBC

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2019 CBC).

NOTE: Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
Continuous – Indicates that a continuous special inspection is required	GE – Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative.
Periodic – Indicates that a periodic special inspection is required	LOR – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335.
Test – Indicates that a test is required	PI – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA.
	SI – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2019 CBC

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Geotechnical Reports: Project does NOT have and does NOT require a geotechnical report

	1. GENERAL:	Table 1705A.6		
	Test or Special Inspection	Type	Performed By	Code References and Notes
☒	a. Verify that: • Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations. • Foundation excavations are extended to proper depth and have reached proper material. • Materials below footings are adequate to achieve the design bearing capacity.	See Notes	PI	Refer to specific items identified in the Appendix listing exemptions for limitations. Placement of controlled fill exceeding 12" depth under foundations is not permitted without a geotechnical report.

	2. SOIL COMPACTION AND FILL:	Table 1705A.6		
	Test or Special Inspection	Type	Performed By	Code References and Notes
☒	a. Verify use of proper materials, densities and inspect lift thickness, placement and compaction during placement of fill.	Continuous	LOR*	* Under the supervision of a geotechnical engineer or LOR's engineering manager. Refer to specific items identified in the Appendix listing exemptions for limitations.
☒	b. Compaction testing.	Test	LOR*	* Under the supervision of a geotechnical engineer or LOR's engineering manager. Refer to specific items identified in the Appendix listing exemptions for limitations.

	3. DRIVEN DEEP FOUNDATIONS (PILES):	Table 1705A.7

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	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a. Verify pile materials, sizes and lengths comply with the requirements.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
☐	b. Determine capacities of test piles and conduct additional load tests as required.	Test	LOR*	* Under the supervision of the geotechnical engineer.
☐	c. Inspect driving operations and maintain complete and accurate records for each pile.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
☐	d. Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
☐	e. Steel piles.	Provide tests and inspections per STEEL section below.		
☐	f. Concrete piles and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		
☐	g. For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	"	"	* As defined on drawings or specifications.

	4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):	Table 1705A.8		
	Test or Special Inspection	Type	Performed By	Code References and Notes

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☒	a. Inspect drilling operations and maintain complete and accurate records for each pier.	Continuous	PI	Continuous inspection to be provided by project inspector. Refer to specific items identified in the Appendix listing exemptions for limitations.
☒	b. Verify pier locations, diameters, plumbness and lengths. Record concrete or grout volumes.	Continuous	PI	Continuous inspection to be provided by project inspector. Refer to specific items identified in the Appendix listing exemptions for limitations.
☒	c. Concrete piers.	Provide tests and inspections per CONCRETE section below.		

	5. RETAINING WALLS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a. Placement, compaction and inspection of backfill.	Continuous	GE*	1705A.6.1.* By geotechnical engineer or his or her qualified representative. (See Section 2 above).
☐	b. Placement of soil reinforcement and/or drainage devices.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
☐	c. Segmental retaining walls; inspect placement of units, dowels, connectors, etc.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. See DSA IR 16-3.
☐	d. Concrete retaining walls.	Provide tests and inspections per CONCRETE section below.		
☐	e. Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		

	6. OTHER SOILS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes

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☐	a. Soil Improvements	Test	GE*	Submit a comprehensive report documenting final soil improvements constructed, construction observation and the results of the confirmation testing and analysis to CGS for final acceptance. * By geotechnical engineer or his or her qualified representative.
☐	b. Inspection of Soil Improvements	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
☐	c.			

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (Concrete), 2019 CBC

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	7. CAST-IN-PLACE CONCRETE			
	Test or Special Inspection	Type	Performed By	Code References and Notes
	Material Verification and Testing:			
☒	a. Verify use of required design mix.	Periodic	SI	Table 1705A.3 Item 5, 1910A.1.
☒	b. Identify, sample, and test reinforcing steel.	Test	LOR	1910A.2; ACI 318-14 Section 26.6.1.2; DSA IR 17-10. (See Appendix for exemptions.)
☒	c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Test	LOR	Table 1705A.3 Item 6; ACI 318-14 Sections 26.5 & 26.12.
☒	d. Test concrete (F).	Test	LOR	1905A.1.1; ACI 318-14 Section 26.12.
	Inspection:			
☒	e. Batch plant inspection:	See Notes	SI	Default of 'Continuous' per 1705A.3.3. If approved by DSA, batch plant inspection may be reduced to 'Periodic' subject to requirements in Section 1705A.3.3.1, or eliminated per 1705A.3.3.2. (See Appendix for exemptions.)
☐	f. Welding of reinforcing steel.	Provide special inspection per STEEL, Category 19.1(d) & (e) and/or 19.2(g) & (h) below.		

	8. PRESTRESSED / POST-TENSIONED CONCRETE (in addition to Cast-In-Place Concrete tests and inspections):

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Table 1705A.3; ACI 318-14 Sections 26.12 & 26.13

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	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a. Sample and test prestressing tendons and anchorages.	Test	LOR	1705A.3.4; 1910A.3
☐	b. Inspect placement of prestressing tendons.	Periodic	SI	1705A.3.4; Table 1705A.3 Items 1 & 9.
☐	c. Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	Periodic	SI	Table 1705A.3 Item 11. Special inspector to verify specified concrete strength test prior to stressing.
☐	d. Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	Continuous	SI	1705A.3.4, Table 1705A.3 Item 9; ACI 318-14 Section 26.13

	9. PRECAST CONCRETE (in addition to Cast-in-Place Concrete tests and inspections):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a. Inspect fabrication of precast concrete members.	Continuous	SI	ACI 318-14 Section 26.13.
☐	b. Inspect erection of precast concrete members.	Periodic	SI*	Table 1705A.3 Item 10. * May be performed by PI when specifically approved by DSA.

	10. SHOTCRETE (in addition to Cast-in-Place Concrete tests and inspections):			
	Test or Special Inspection	Type	Performed By	Code References and Notes

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Table 1705A.3; ACI 318-14 Sections 26.12 & 26.13

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☐	a. Inspect shotcrete placement for proper application techniques.	Continuous	SI	1705A.19, Table 1705A.3 Item 7, 1908A.6, 1908A.7, 1908A.8, 1908A.9, 1908A.11, 1908A.12. See ACI 506.2-13 Section 3.4, ACI 506R-16.
☐	b. Sample and test shotcrete (F.).	Test	LOR	1908A.5, 1908A.10.

	11. POST-INSTALLED ANCHORS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19; Table 1705A.3 Item 4a (Continuous) & 4b (Periodic); ACI 318-14 Section 26.13.3 (See Appendix for exemptions). ACI 318-14 Sections 17.8 & 26.13.* May be performed by the project inspector when specifically approved by DSA.
☐	b. Test post-installed anchors.	Test	LOR	1910A.5. (See Appendix for exemptions.)

	12. OTHER CONCRETE:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a.			

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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	19.1 SHOP WELDING:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☒	a. Inspect groove welds, multi-pass fillet welds, single-pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a, 1—4; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
☒	b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds.	Periodic	SI	1705A.2.2; Table 1705A.3.7 Items 5a.II & 5a.II; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
☐	c. Inspect welding of stairs and railing systems.	Periodic	SI	1705A.2.1; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.
☐	d. Verification of reinforcing steel weldability other than ASTM A706.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
☐	e. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2; 1903A.8; AWS D1.4; DSA IR 17-3.

	19.2 FIELD WELDING:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1—4; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
☐	b. Inspect single-pass fillet welds ≤ 5/16".	Periodic	SI	Table 1705A.2.1 Item 5a.II; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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	17. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES			
	Material Verification and Testing:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☒	a. Verify identification of all materials and: • Mill certificates indicate material properties that comply with requirements. • Material sizes, types and grades comply with requirements.	Periodic	*	Table 1705A.2.1 Item 3a–3c, 2202A.1; AISI S100-16 Section A3.1 & A3.2, AISI S240-15 Section A3.9.4S, AISI S220-15 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.
☒	b. Test unidentified materials	Test	LOR	2202A.1.
☒	c. Examine seam welds of HSS shapes	Periodic	SI	DSA IR 17-3.
	Inspection:			
☒	d. Verify and document steel fabrication per DSA-approved construction documents.	Periodic	SI	Not applicable to cold-formed steel light-frame construction, except for trusses (1705A.2.4).

	18. HIGH-STRENGTH BOLTS: RCSC 2014			
	Material Verification and Testing of High-Strength Bolts, Nuts and Washers:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA approved documents.	Periodic	SI	Table 1705A.2.1 Items 1a & 1b, 2202A.1; AISC 360-16 Section A3.3, J3.1, and N3.2; RCSC 2014 Section 1.5 & 2.1; DSA IR 17-8 & DSA IR 17-9.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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☐	b. Test high-strength bolts, nuts and washers.	Test	LOR	Table 1705A.2.1 Item 1c, 2213A.1; RCSC 2014 Section 7.2; DSA IR 17-8.
	Inspection of High-Strength Bolt Installation:			
☐	c. Bearing-type ("snug tight") connections.	Periodic	SI	Table 1705A.2.1 Item 2a, 1705A.2.6, 2204A.2; AISC 360-16 (3.1, J3.2, M2.5 & N5.6); RCSC 2014 Section 9.1; DSA IR 17-9.
☐	d. Pretensioned and slip-critical connections.	*	SI	Table 1705A.2.1 Items 2b & 2c, 1705A.2.6, 2204A.2; AISC 360-16 (3.1, J3.2, M2.5 & N5.6); RCSC 2014 Sections 9.2 & 9.3; DSA IR 17-9. * "Continuous" or "Periodic" depends on the tightening method used.

	19. WELDING:	1705A.2.5, Table 1705A.2.1 Items 4 & 5; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.3 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3 (See Appendix for exemptions.)		
	Verification of Materials, Equipment, Welders, etc.:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☒	a. Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	Periodic	SI	DSA IR17-3.
☒	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	DSA IR17-3.
☒	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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☐	c. Inspect end-welded studs (ASTM A-108 installation (including bend test).	Periodic	SI	2213A.2; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1; DSA IR 17-3.
☐	d. Inspect floor and roof deck welds.	Periodic	SI	1705A.2.2; Table 1705A.2.1 Item 5a.II; AISC 360-16 (AISC 341-16 as applicable); AWS D1.3; DSA IR 17-3.
☐	e. Inspect welding of structural cold-formed steel.	Periodic	SI*	1705A.2.5; AWS D1.3; DSA IR 17-3. The quality control provisions of AISI S240-15 Chapter D shall also apply. * May be performed by the project inspector when specifically approved by DSA.
☐	f. Inspect welding of stairs and railing systems.	Periodic	SI*	1705A.2.1; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
☐	g. Verification of reinforcing steel weldability.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
☐	h. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2; 1903A.8; AWS D1.4; DSA IR 17-3.

	20. NONDESTRUCTIVE TESTING: 1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a. Ultrasonic	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; ANSI/ASNT CP-189, SNT-TC-1A; AWS D1.1, AWS D1.8; DSA IR 17-2.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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☐	b. Magnetic Particle	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; ANSI/ASNT CP-189, SNT-TC-1A; AWS D1.1, AWS D1.8; DSA IR 17-2.
☐	c.	Test	LOR	

	21. STEEL JOISTS AND TRUSSES: 1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	Continuous	SI	1705A.2.3, Table 1705A.2.1; AWS D1.1, DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses.

	22. SPRAY APPLIED FIRE-PROOFING: 1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a. Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	Periodic	SI	1705A.14.
☐	b. Test bond strength.	Test	LOR	1705A.14.6.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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☐	c. Test density.	Test	LOR	1705A.14.5.

	23. ANCHOR BOLTS AND ANCHOR RODS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a. Anchor Bolts and Anchor Rods	Test	LOR	Sample and test anchor bolts and anchor rods not readily identifiable per procedures noted in DSA IR 17-11.
☐	b. Threaded rod not used for foundation anchorage.	Test	LOR	Sample and test threaded rods not readily identifiable per procedures noted in DSA IR 17-11.

	Other Steel			
	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	a.			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

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Exempt items given in DSA IR A-22 or the 2019 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. Items marked as exempt shall be identified on the approved construction documents. The project inspector shall verify all construction complies with the approved construction documents.

	SOILS:
☐	1. Deep foundations acting as a cantilever footing designed based on minimum allowable pressures per CBC Table 1806A.2 and having no geotechnical report for the following: (any) A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35' 0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single story structure with dead load less than 3 psf (e.g., open fabric/shade structures), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
☐	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill.

	CONCRETE/MASONRY:
☐	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment : see item 7 for "Welding") given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding."
☒	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

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☐	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1.16. Refer to construction documents for specific exemptions accordingly for each applicable wall condition.
☐	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.
☐	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.

	Welding:
☐	1. Solid-clad and open-mesh gates with maximum leaf span or rolling section for rolling gates of 10' and apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
☐	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1): Fillet welds shall not be ground flush.
☐	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc, supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5.9" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
☐	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections 19, 19.1 and/or 19.2 of listing above).
☐	5. Manufactured components (e.g., Tidco, B-Line, Mi-con, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected items) for Sections 19, 19.1 and/or 19.2 of listing above).

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 04-120090 | School Name: | School District: | DSA File Number: | Increment Number: | Date Created: 2020-11-04 09:56:26

☐	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected items) for section 19, 19.1 and/or 19.2 located in the Steel/Aluminum category).
☐	7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, < 400# and resulting composite center of mass (including component's center of mass) of above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 psf for distributed systems.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE),

NOT FOR CONSTRUCTION

CONCRETE:

1. ALL CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF THE 2019 C.B.C. AND THE A.C.I. 318-14 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS".
2. SLAB AND FOUNDATION CONCRETE SHALL BE 150 P.C.F. HARDROCK, MIXED PER A.S.T.M. C-94, AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 P.S.I. AT 28 DAY. MAX. SLUMP TO BE 4" ± 1" OF W/C RATIO ⩽ .45
3. THE MAXIMUM SIZE AGGREGATE IN FOUNDATION AND MASS CONCRETE WORK SHALL BE 1 INCH.
4. CEMENT SHALL CONFORM TO A.S.T.M.. C-150, TYPE V, LOW ALKALI. AGGREGATES FOR NORMAL WEIGHT SHALL CONFORM TO A.S.T.M. C-33.
5. ADMIXTURES AND COLORS (EXCEPT AS NOTED HEREIN) SHALL NOT BE USED UNLESS SUBSTANTIATING DATA IS SUBMITTED TO AND ACCEPTED BY THE ENGINEER AND ARCHITECT OF RECORD AND DSA.
6. CONCRETE MIXES SHALL BE DESIGNED BY A QUALIFIED TESTING LABORATORY. THE MIX DESIGNS SHALL CONFORM TO ACI 318-14 SECTION 26.4.3. UNLESS NOTED OTHERWISE.
7. NON-STRUCTURAL STEEL EMBEDDED IN CONCRETE SHALL BE GALVANIZED OR PAINTED. ALL DAMAGED GALVANIZED AREAS SHALL BE REPAIRED PRIOR TO EMBEDMENT.
8. READY MIXED CONCRETE SHALL CONFORM TO (A.S.T.M. C-94).
9. PLACEMENT OF CONCRETE SHALL CONFORM THE 2019 C.B.C. AND THE TO A.C.I. 304. CLEAN AND ROUGHEN A FULL AMPLITUDE OF ¼" BY REMOVING THE ENTIRE SURFACE AND EXPOSING CLEAN AGGREGATE SOLIDLY EMBEDDED IN THE MORTAR MATRIX AGAINST ALL CONCRETE SURFACES AGAINST WHICH CONCRETE IS TO BE POURED.
10. ALL EXPOSED CONCRETE SHALL HAVE A SMOOTH FORM FINISH USING B-B PLYFORM, CLASS I, EXT-A.P.A. PLYWOOD.
11. ALL SLABS SHALL HAVE A TROWELED FINISH EXCEPT AS NOTED ON THE DRAWINGS.
12. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS AND INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE.
13. IF THE CONTRACTOR DESIRES TO MAKE ANY CONSTRUCTION JOINTS OTHER THAN THOSE SHOWN ON THESE DRAWINGS, HE SHALL SUBMIT DETAILS OF CHANGES TO THE ENGINEER OF RECORD FOR REVIEW BEFORE STARTING WORK AND THE ENGINEER OF RECORD TO OBTAIN DSA APPROVAL PRIOR TO STARTING WORK.
14. NO BRICK OR POROUS MATERIAL SHALL BE USED TO SUPPORT FOUNDATION STEEL OFF THE GROUND.
15. PROVIDE 1/2 INCH CHAMFER ON ALL EXPOSED CONCRETE CORNERS, U.N.O.
16. MINIMUM CONCRETE COVERAGES
17. FOOTINGS CAST AGAINST EARTH 3"
    FORMED CONCRETE EXPOSED TO EARTH OR WEATHER 2"
18. CONCRETE CURING:
    SLAB AND FDN; TYPICALLY REQUIRED FOR 10 DAYS TO ACHIEVE A MINIMUM OF 3000 PSI STRENGTH PRIOR TO INSTALLATION OF OTHER MAJOR STRUCTURAL COMPONENTS.

FOUNDATION:

1. THIS P.C. IS DESIGN TO THE C.B.C. MINIMUM. WHERE SOIL REPORT IS AVAILABLE; ATTACH ONE COPY OF SOILS REPORT TO THE APPROVED SET OF CONSTRUCTION DOCUMENTS. SOILS REPORT SHALL BE PART OF THESE NOTES. PRIOR TO THE POURING OF CONCRETE AND PRIOR TO THE CONTRACTOR REQUESTING A DSA FOUNDATION INSPECTION, THE GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE THE FOOTING EXCAVATIONS. HE SHALL POST NOTICE ON THE JOB SITE AND ADVISE THE DSA INSPECTOR IN WRITING THAT THE WORK SO INSPECTED MEETS THE CONDITIONS OF THE REPORT. A WRITTEN CERTIFICATION TO VERIFY THAT:
   A. THE BUILDING PAD WAS PREPARED IN ACCORDANCE WITH THE SOIL REPORT.
   B. THE UTILITY TRENCHES HAVE BEEN PROPERLY BACKFILLED AND COMPACTED, AND
   C. THE FOUNDATION EXCAVATIONS COMPLY WITH THE INTENT OF THE SOILS REPORT.
2. SOIL REMOVAL AND RECOMPACTION SHALL BE DONE PER SOILS REPORT RECOMMENDATIONS UNDER GEOTECHNICAL ENGINEER'S SUPERVISION AND INSPECTION.
3. TYPE OF FOOTING:
   A. SHALLOW FOOTING SYSTEM MINIMUM EMBEDMENT 18" BELOW LOWEST ADJACENT GRADE.
   DESIGN SOIL PRESSURE:

FOOTING TYPE	STATIC BEARING PRESSURE
SPREAD FOOTING	1,500 psf
CONTINUOUS FOOTING	1,500 psf
LATERAL BEARING	100 pcf*

   * MAY BE DOUBLED PER SECTION 1806A.3.4

4. ALL ABANDONED FOOTINGS, UTILITIES, ETC., THAT INTERFERE WITH NEW CONSTRUCTION SHALL BE REMOVED.
5. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF UTILITY SERVICES IN AREAS TO BE EXCAVATED BEFORE BEGINNING EXCAVATION. EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING. DAMAGE CAUSED AS A RESULT OF FAILING TO EXACTLY LOCATE AND PRESERVE ALL EXISTING UNDERGROUND UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL PROVIDE FOR THE DESIGN, APPROVALS, PERMITS, INSTALLATION AND MONITORING OF ALL CRIBBING, SHEATHING AND SHORING REQUIRED TO SAFELY RETAIN TEMPORARY EXCAVATIONS.
7. ALL PLANTERS IN CLOSE PROXIMITY TO THE STRUCTURE SHALL HAVE ADEQUATE DRAINAGE OF SURFACE WATER TO PREVENT SATURATION OF SOIL UNDER FOUNDATION.
8. 2019 C.B.C. SEISMIC SITE CLASS A, B, C, AND D

REINFORCING STEEL:

1. ALL REINFORCING STEEL SHALL BE PLACED IN CONFORMANCE WITH THE C.B.C., AND THE "MANUAL OF STANDARD PRACTICE" BY THE C.R.S.I.
2. REINFORCING BARS SHALL CONFORM TO A.S.T.M. A-615, DEFORMED GRADE 60. REINFORCING BARS THAT ARE TO BE WELDED SHALL CONFORM TO A.S.T.M. A-706, DEFORMED GRADE 60.
3. WELDING OF REINFORCEMENT SHALL BE IN ACCORDANCE WITH A.S.T.M. A-706 WITH LOW HYDROGEN ELECTRODES AND SHALL CONFORM TO THE STRUCTURAL WELDING CODE REINFORCING STEEL BY A.N.S.I. / A.W.S. D1.4. MINIMUM TENSILE STRENGTH OF WELD METAL SHALL BE 90 K.S.I. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS.
4. ALL REINFORCING BAR BENDS SHALL BE MADE COLD.
5. REINFORCING SPLICES SHALL BE MADE AS INDICATED ON THE DRAWINGS.
6. SLAB ON GRADE REINFORCING SHALL BE POSITIONED AT MID-DEPTH, UNLESS NOTED OTHERWISE.
7. PROVIDE #3 SPACER TIES AT 2'-6" ON CENTER IN ALL BEAMS AND FOOTINGS TO SECURE REINFORCING BARS IN PLACE, U.N.O.
8. PIPING AND CONDUIT SHALL BE SO FABRICATED AND INSTALLED THAT CUTTING, BENDING, OR DISPLACEMENT OF REINFORCEMENT FROM ITS PROPER LOCATION WILL NOT BE REQUIRED. A.C.I. #318-14

GENERAL NOTES:

1. THE PROJECT SPECIFICATIONS SHALL BE PART OF THE CONTRACT DOCUMENTS.
2. THE STRUCTURAL DRAWINGS ARE TO BE USED IN CONJUNCTION WITH ARCHITECTURAL DRAWINGS.
3. THE CONTRACTOR SHALL REVIEW EXISTING CONDITIONS ON THE SITE DURING THE BIDDING. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING WORK. THE ARCHITECT AND ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES PRIOR TO PROCEEDING.
4. ALL PHASES OF WORK ARE TO CONFORM TO THE MINIMUM STANDARDS OF THE CALIFORNIA BUILDING CODE (2019 EDITION C.B.C.), RELATED CALIFORNIA BUILDING CODE STANDARDS, AND ANY A.S.T.M. SPECIFICATIONS ON WHICH THESE STANDARDS ARE BASED. WHERE CONFLICT BETWEEN BUILDING CODES AND SPECIFICATIONS OCCURS, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
5. ALL A.S.T.M. DESIGNATIONS REFERRED TO ON THESE DRAWINGS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATION, AS OF THE DATE OF THESE DRAWINGS.
6. ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS. DRAWINGS SHALL NOT BE SCALED FOR CONSTRUCTION PURPOSES.
7. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
8. THE STRUCTURAL DRAWINGS SHOW ONLY THE BASIC STRUCTURAL REQUIREMENTS. REFER TO CIVIL, ARCHITECTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS THAT OCCUR PER SITE SPECIFIC PLANS FOR NON-STRUCTURAL ITEMS, SUCH AS:
   A. SIZE AND LOCATION OF ALL OPENINGS.
   B. SIZE AND LOCATION OF ALL NON-BEARING WALLS.
   C. SIZE AND LOCATION OF ALL CONCRETE CURBS, WALKS, ROOF AND FLOOR DRAINS, SLOPES, DEPRESSED SLAB AREAS, ETC.
   D. FLOOR, ROOF AND WALL FINISHES.
   E. DIMENSIONS NOT SHOWN ON STRUCTURAL DRAWINGS.
9. THE STRUCTURAL CONTRACT DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE INDICATED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION.
10. NEITHER THE OWNER NOR THE ARCHITECT/STRUCTURAL ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS. OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE SAFETY ITEMS.
11. SATISFACTORY EXECUTION OF CONSTRUCTION IS DEPENDENT UPON CONFORMANCE WITH THE INTENT OF THESE DRAWINGS. OWNER OR CONTRACTOR SHALL RETAIN A CALIFORNIA LICENSED STRUCTURAL ENGINEER DURING CONSTRUCTION TO OBSERVE THE CONSTRUCTION AND FILE A REPORT (DSA 6AE) STATING THE "THE CONSTRUCTION HAS, IN EVERY MATERIAL RESPECT, BEEN PERFORMED IN COMPLIANCE WITH THE DSA APPROVED DOCUMENTS".
12. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOORS OR ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR EACH PARTICULAR LEVEL. WHEN WEIGHT OF MATERIALS OR EQUIPMENT MAY EXCEED DESIGN LOAD, STRUCTURAL SYSTEMS SHALL BE SHORED.
13. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK. THE DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.

DESIGN BASIS:

CODE: 2019 C.B.C. (CALIFORNIA BUILDING CODE CCR, TITLE 24, PART 2)

GRAVITY LOADS:

1. ROOF LIVE LOAD 5 P.S.F. (REDUCIBLE)
   ROOF DEAD LOAD 1.5 P.S.F. (MAX.)
2. SNOW LOAD Pg 0.0 P.S.F.

LATERAL LOADS:

1. SEISMIC DESIGN

☐ SITE CLASS = A,B,D (GEOTECH REPORT IS REQUIRED TO SUPPORT OTHER SITE CLASSES)

OCCUPANCY CATEGORY = II
REDUNDANCY (ρ) = 1

S_s = 3.6
Fa = 1
S_{MS} = 3.6 Sms = Fa x Ss
S_{DS} = 2.400 Sds = Sms x 2/3

S_1 = 0.75
F_v = 1.7
S_{M1} = 1.275 Sms = Fv x Ss
S_{D1} = 0.850 Sds = Sms x 2/3

☐ SITE CLASS C AND D DEFAULT

OCCUPANCY CATEGORY = II
REDUNDANCY (ρ) = 1

S_s = 3
Fa = 1.2
S_{MS} = 3.6 Sms = Fa x Ss
S_{DS} = 2.400 Sds = Sms x 2/3

S_1 = 0.75
F_v = 1.4
S_{M1} = 1.05 Sms = Fv x Ss
S_{D1} = 0.700 Sds = Sms x 2/3

CANOPIES OCCUPANCY = II

SPECIAL STEEL CANTILEVER COLUMNS

SEISMIC DESIGN CATEGORY

TABLE 1613A.2.5 = D (ASCE 7-16 TABLE 11.6.1 AND TABLE 11.6.2)
I_e = 1.000
R = 2.500
C_s = Sds/(R/Ie) (LRFD) = 0.960

ANALYSIS METHOD = EQUIVALENT LATERAL FORCE ANALYSIS

2. WIND DESIGN
   ANALYSIS METHOD = DIRECTIONAL PROCEDURE (OPEN STRUCTURE)
   V = 100 M.P.H. BASIC WIND SPEED, ASCE 7-16 FIGURE 26.5.1-B
   EXPOSURE "C"
   Kzt = 1.0
   RISK CATEGORY = II
   STRUCTURE IS DESIGN FOR CLEAR AND OBSTRUCTED WIND FLOW

FLOOD HAZARD: DESIGN DOES NOT ACCOUNT FOR FLOOD HAZARD

SITE SPECIFIC GEOTECHNICAL STUDY IS NOT REQUIRED

THIS PC PROJECT IS NOT DESIGNED TO INCLUDE WEIGHT OF SPRINKLERS.

BUILDING SEPARATION REQUIREMENT:

MINIMUM CLEAR DISTANCE REQUIRED BETWEEN EXISTING SITE STRUCTURE/ADJACENT SITE STRUCTURE AND METAL WALKWAY IS TO BE AT LEAST 12".
MINIMUM CLEAR DISTANCE REQUIRED BETWEEN FOUNDATIONS OF EXISTING SITE STRUCTURE/ADJACENT SITE STRUCTURE AND METAL WALKWAY IS TO BE AT LEAST 10'.

SEISMIC BASE SHEAR	
BUILDING CONFIGURATION	BASE SHEAR (KIP)
20'x20'	0.8K
20'x15'	0.85K
20'x20'	1.1K
25'x25'	1.7K
30'x20'	1.51K
30'x25'	1.9K
30'x30'	2.28K
36'x18'	2.1K
40'x20'	2.4K
40'x30'	4.36K

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PHONE (858) 679-1974
REGISTERED PROFESSIONAL ENGINEER BRIAN J. OWEN No. S 44321 CIVIL STRUCTURAL STATE OF CALIFORNIA

For Council Approval
Not for Bidding

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LICENSED ARCHITECT RONALD W. EDWARDS C-26192 Exp. 08-31-23 STATE OF CALIFORNIA

CUSTOM CANOPIES INC.
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IDENTIFICATION STAMP DIVISION OF THE STATE ARCHITECT
PRE-CHECK PC DOCUMENT CODE: 2019 CBC
A separate application for construction is required

PC APPROVAL STAMP:
APPROVED
DIV. OF THE STATE ARCHITECT
APP: 04-120780 PC
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑ CG ☐
DATE: 12/15/2021

PRECHECK FABRIC SHADE STRUCTURE

MANUFACTURER:

GENERAL NOTES AND TYPICAL DETAILS

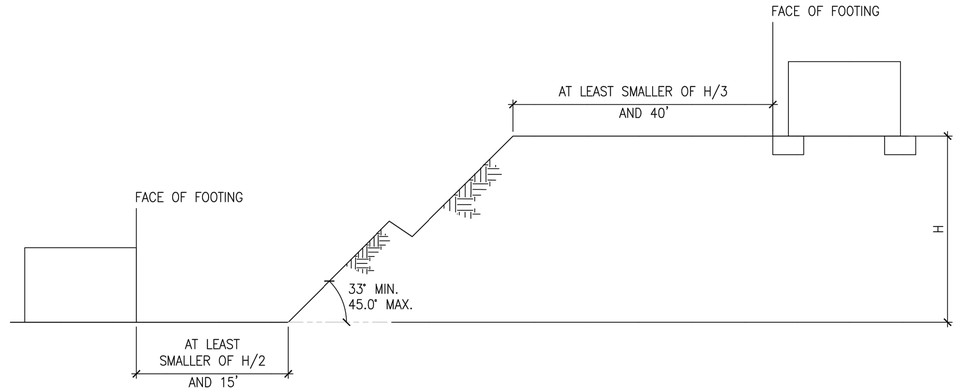
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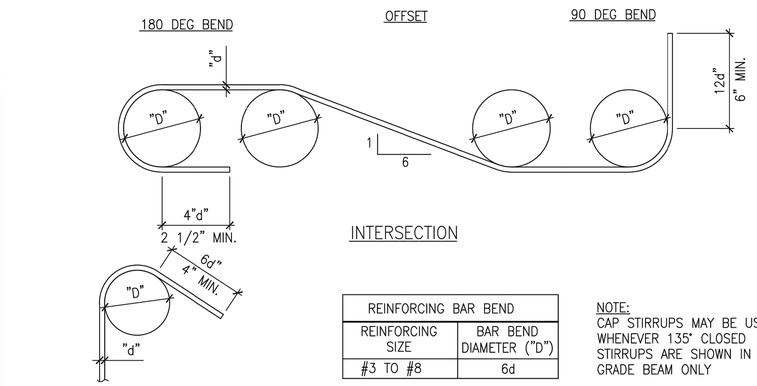
ABBREVIATIONS:

&	AND
@	AT
℄	CENTER LINE
ℙ	PLATE, PROPERTY LINE
A.B.	ANCHOR BOLT
ADJ.	ADJACENT
A.F.F.	ABOVE FINISH FLOOR
ARCH'L	ARCHITECTURAL
BD	BOARD
BLD'G	BUILDING
BLK	BLOCK
BLK'G	BLOCKING
BLW	BELOW
BM	BEAM
B.N.	BOUNDARY NAIL/SCREW
BOT.	BOTTOM
BRG	BEARING
B.S.	BOTH SIDE
BTWN	BETWEEN
C.B.	CARRIAGE BOLT
C.F.	CUBIC FOOT
CHAM	CHAMFER
C.I.	CAST-IRON
C.I.P.	CAST-IN-PLACE
C.J.	CONTROL JOINT
CLG	CEILING
CLK	CAULK
CLK'G	CAULKING
CLR.	CLEAR
C.M.U.	CONCRETE MASONRY UNIT
CNTR	CENTER
COL	COLUMN
CONC	CONCRETE
CONN	CONNECTION
CONT	CONTINUOUS
CNTRSNK	COUNTERSINK
d	PENNY
DBL	DOUBLE
DEP	DEPRESSED
DET	DETAIL
D.F.	DOUGLAS FIR
D.F.L.	DOUGLAS FIR/LARCH
DIA	DIAMETER
DIAG	DIAGONAL
DIAM.	DIMENSION
D.L.	DEAD LOAD
DN	DOWN
DIV	DIVISION
DR	DOOR
DWG	DRAWING
DWL	DOWEL
EA	EACH
E.F.	EACH FACE
EL.	ELEVATION
ELEV.	ELEVATION / ELEVATOR
EMBED	EMBEDMENT
E.N.	EDGE NAIL/SCREW
EQ.	EQUAL
EQUIP	EQUIPMENT
E.S.	EACH SIDE
E.W.	EACH WAY
EXIST'G	EXISTING
EXP	EXPANSION
EXT	EXTERIOR
F.D.	FLOOR DRAIN
FDN	FOUNDATION
F.F.	FINISH FLOOR
FIN.	FINISH
FLR.	FLOOR
F.N.	FIELD NAIL
F.O.	FACE OF
FRM'G	FRAMING
F.S.	FAR SIDE
FT	FEET / FOOT
FTG	FOOTING
GA	GAUGE
GALV	GALVANIZED
G.I.	GALVANIZED IRON
GLB	GLU-LAMINATED BEAM
GRD	GRADE
GYP	GYPSUM
H.D.	HOLDOWN
HDR	HEADER
HGR	HANGER
HORIZ	HORIZONTAL
HRD	HARD
H.S.B.	HIGH STRENGTH BOLT
HT.	HEIGHT
HVAC	HEATING, VENTILATION, & AIR CONDITIONING
IN.	INCH
INSP.	INSPECTION / INSPECTOR
INT.	INTERIOR
JST	JOIST
JT	JOINT

KIPS	KILOPOUNDS (1,000 POUNDS)
K.O.	KNOCK OUT
LB	POUND
L.B.	LAG BOLT
L.F.	LINEAR FOOT
LG	LONG
L.L.	LIVE LOAD
L.L.H.	LONG LEG HORIZONTAL
L.L.V.	LONG LEG VERTICAL
L.S.	LAG SCREW
LT.	LIGHT
MAS	MASONRY
MAT.	MATERIAL
MAX.	MAXIMUM
M.B.	MACHINE BOLT
MECH'L	MECHANICAL
MEZZ.	MEZZANINE
MIN.	MINIMUM
M.H.	MANHOLE
MANUF.	MANUFACTURER
MTL.	METAL
N.S.	NEAR SIDE
N.I.C.	NOT IN CONTRACT
NOM.	NOMINAL
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
O.H.	OPPOSITE HAND
OPN'G	OPENING
OPP	OPPOSIDE
O.W.J.	OPEN WEB JOIST
P.C.	PRECAST
PERP.	PERPENDICULAR
PLYWD	PLYWOOD
PNL	PANEL
PREFAB	PREFABRICATED
P.S.F.	POUNDS PER SQUARE FOOT
P.S.I.	POUNDS PER SQUARE INCHES
PT	POINT
P.T.	PRESSURE TREATED
P.V.C.	POLYVINYL CHLORIDE
RAD	RADIUS
R.D.	ROOF DRAIN
REF.	REFERENCE
REINF.	REINFORCED / REINFORCING
REQ'D	REQUIRED
REV	REVISION
RF	ROOF
RFTR	RAFTER
R.H.	ROOF HATCH
RM	ROOM
R.O.	ROUGH OPENING
R.S.	ROUGH SAWN
SCHED.	SCHEDULE
SECT.	SECTION
S.F.	SQUARE FOOT
SHT	SHEET
SHT'G	SHEETING
SIM.	SIMILAR
S.M.S.	SHEET METAL SCREW
SPEC.	SPECIFICATION
SQ.	SQUARE
S.S.	STAINLESS STEEL
STAGG.	STAGGERED
STD	STANDARD
STIFF.	STIFFENER
STL.	STEEL
STRUCT'L	STRUCTURAL
STS	SELF TAPPING SCREW
SYM	SYMMETRICAL
SYS	SYSTEM
T & B	TOP AND BOTTOM
T & G	TONGUE AND GROOVE
TEMP	TEMPORARY
THK	THINK
THKN'D	THICKENED
THRU	THROUGH
T.L.	TOTAL LOAD
T.O.	TOP OF
T.S.G.	TAPERED STEEL GIRDER
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
U.T.	ULTRASONIC TESTING
VERT.	VERTICAL
W/	WITH
W/O	WITHOUT
WD	WOOD
WIN	WINDOW
W.P.	WATERPROOF / WORK POINT
W.P.J.	WEAKENED PLANE JOINT
WT.	WEIGHT
W.W.F.	WELDED WIRE FABRIC
W.W.M.	WELDED WIRE MESH



SLOPE DETAIL 1



REINFORCING BAR BEND	
REINFORCING SIZE	BAR BEND DIAMETER ("D")
#3 TO #8	6d

NOTE:
CAP STIRRUPS MAY BE USED WHENEVER 135° CLOSED STIRRUPS ARE SHOWN IN GRADE BEAM ONLY

TYP BAR BENT 2

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IDENTIFICATION STAMP DIVISION OF THE STATE ARCHITECT
PRE-CHECK PC DOCUMENT
CODE: 2019 CBC
A separate application for construction is required

PC APPROVAL STAMP:
APPROVED
DIV. OF THE STATE ARCHITECT
APP: 04-120780 PC
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑ CG ☐
DATE: 12/15/2021

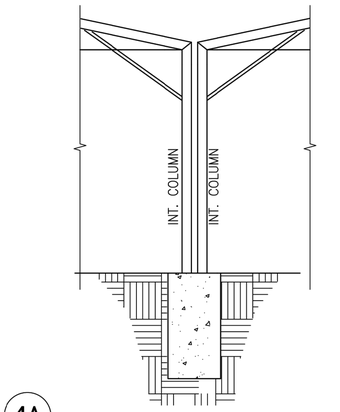
PRECHECK FABRIC SHADE STRUCTURE

MANUFACTURER:

GENERAL NOTES AND TYPICAL DETAILS

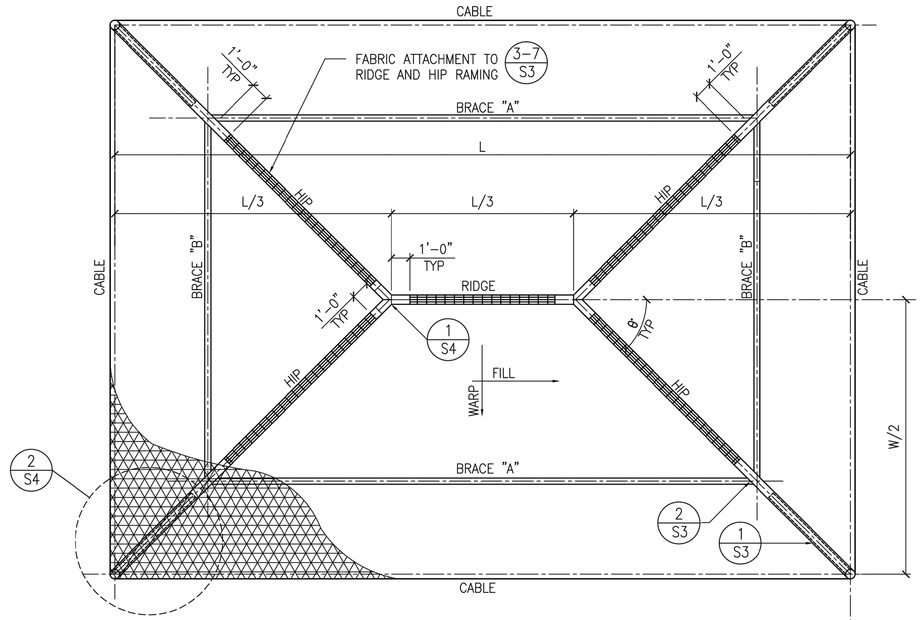
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Date 6-17-21	

NOT FOR CONSTRUCTION

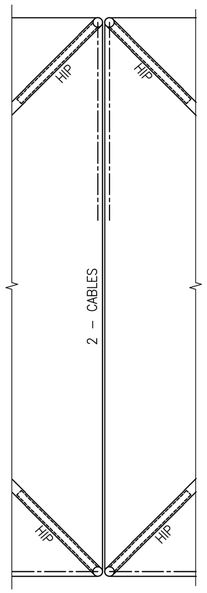


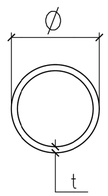
4A SCALE: NONE

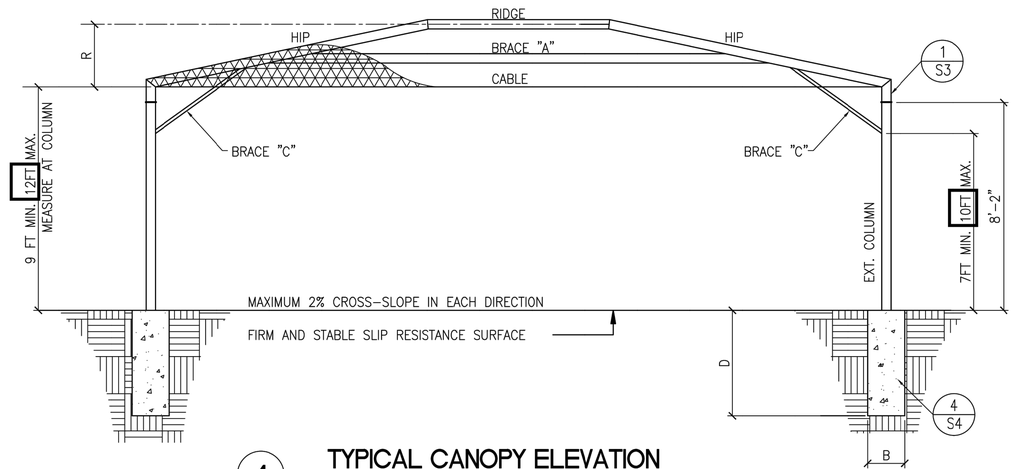
STRUCTURAL TUBE PROPERTIES						
SIZE	Ø	t des.	A	I	S	GAGE REFERENCE
1 3/4"Ø X .109	1.75"	0.101"	.523in2	.179in4	.204in3	12GA
2"Ø X .095	2"	0.088"	.529in2	.242in4	.242in3	13GA
2 7/8"Ø X .120	2.25"	0.112"	.752in2	.431in4	.383in3	11GA
2 7/8"Ø X .120	2.875"	0.101"	.880in2	.848in4	.590in3	12GA
3"Ø X .120	2.875"	0.112"	.972in2	.929in4	.646in3	11GA
5" XØ .180	3"	0.112"	1.016in2	1.061in4	.707in3	11GA
3 1/2"Ø X .120	3.5"	0.112"	1.192in2	1.712in4	.978in3	11GA
4"Ø X .180	4"	0.112"	1.368in2	2.587in4	1.294in3	11GA
4 1/2"Ø X .120	4.5"	0.112"	1.544in2	3.718in4	1.653in3	11GA
4 1/2"Ø X .180	4.5"	.167"	2.273in2	5.343in4	2.375in3	7GA
5"Ø X .120	5"	0.112"	1.720in2	5.139in4	2.056in3	11GA
5"Ø X .180	5"	.167"	2.536in2	7.412in4	2.965in3	7GA
5" Ø x 0.25"	5"	0.25"	3.736in2	10.55in3	4.22in3	3GA



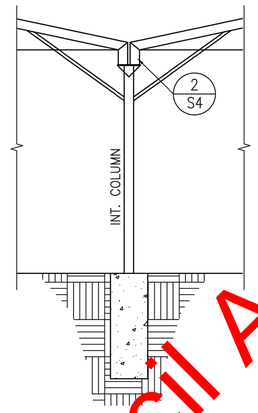
3 TYPICAL CANOPY PLAN VIEW
SCALE: NONE







4 TYPICAL CANOPY ELEVATION
SCALE: NONE



CANOPY OPTIONS																		
L	W	R	θ	Ext. Col.	D"N"	D"C"	B	Int. Col.	D"N"	D"C"	B	HIP	RIDGE	BRACE A	BRACE B	CABLE	BOLT A	BOLT B	BOLT C
20'	10'	1.77'	36.9°	3" STD.	3.50'	2.75'	1.5'	3" STD.	4.50'	3.50'	1.5'	2 5/8"Ø x .109	2 5/8"Ø x .109	2 5/8"Ø x .109	2"Ø x .095	1/2"Ø	1/2"Ø	3/8"Ø	1/2"Ø
20'	15'	2.13'	48.4°	3" STD.	3.75'	3.00'	1.5'	3" STD.	4.75'	3.75'	1.5'	2 5/8"Ø x .109	2 5/8"Ø x .109	2 5/8"Ø x .109	2"Ø x .095	1/2"Ø	1/2"Ø	3/8"Ø	1/2"Ø
20'	20'	2.55'	56.3°	3" STD.	4.00'	3.25'	1.5'	3" STD.	5.00'	4.00'	1.5'	3 1/2"Ø x .120	3 1/2"Ø x .120	2 5/8"Ø x .109	2 5/8"Ø x .109	1/2"Ø	1/2"Ø	3/8"Ø	1/2"Ø
25'	25'	3.79'	56.3°	4" STD.	4.50'	3.50'	1.5'	4" STD.	5.75'	4.50'	1.5'	4 "Ø x .120	4 1/2"Ø x .120	4 1/2"Ø x .120	3 1/2"Ø x .120	5/16"Ø	1/2"Ø	(2)3/8"Ø	1/2"Ø
30'	20'	3.01'	45.0°	3½" STD.	4.50'	3.50'	1.5'	3½" STD.	5.75'	4.50'	1.5'	4 "Ø x .120	4"Ø x .120	4"Ø x .120	2 1/2"Ø x .120	5/16"Ø	1/2"Ø	3/8"Ø	1/2"Ø
30'	25'	3.40'	51.3°	4" STD.	5.00'	4.00'	1.5'	4" STD.	6.25'	5.00'	1.5'	4 1/2"Ø x .120	4 1/2"Ø x .120	4 1/2"Ø x .120	3 1/2"Ø x .120	3/8"Ø	3/4"Ø	(2)3/8"Ø	5/8"Ø
36'	18'	3.19'	36.9°	4" STD.	5.00'	4.00'	1.5'	4" STD.	6.50'	5.00'	1.5'	3 1/2"Ø x .120	3 1/2"Ø x .120	3 1/2"Ø x .120	2 5/8"Ø x .120	7/16"Ø	5/8"Ø	3/8"Ø	5/8"Ø
40'	20'	3.54'	36.9°	4" STD.	5.50'	4.50'	1.5'	4" STD.	7.00'	5.50'	1.5'	4 1/2"Ø x .180	4 1/2"Ø x .120	4 1/2"Ø x .120	3 1/2"Ø x .120	3/8"Ø	3/4"Ø	(2)3/8"Ø	3/4"Ø
30'	30'	3.83'	56.3°	5" STD.	5.75'	4.75'	1.5'	5" STD.	7.25'	5.75'	1.5'	5"Ø x .180	5"Ø x .120	4.5"Ø x .120	3.5"Ø x .120	3/8"Ø	3/4"Ø	(2)3/8"Ø	3/4"Ø
40'	30'	4.27'	48.4°	5" STD.	6.00'	4.50'	2.00'	5" STD.	8.00'	5.50'	2.0'	5"Ø x .250	5"Ø x .120	5"Ø x .250	5"Ø x .120	3/8"Ø	3/4"Ø	(2)3/8"Ø	3/4"Ø

CABLE FOR 40'X30' CANOPY MUST BE GALVANIZED TYPE, NOT STAINLESS

TABLE NOTES:
n = NONCONSTRAINED CONDITION
(SEE DETAIL 4B ON SHEET S4)
c = CONSTRAINED CONDITION
(SEE DETAIL 4A ON SHEET S4)
DIMENSIONS "L" OR "W" MAY BE
REPEATED IN ONE DIRECTION ONLY.

For Council Approval
Not for Bidding

rea architect
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Architecture
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Bakersfield, CA 93313
(661) 394-0053
ron@rearchitect.net

LICENSED ARCHITECT RONALD W. EDWARDS C-28192 Ron Edwards REN 12-31-21 STATE OF CALIFORNIA

CUSTOM CANOPIES INC.
11815 BURKE STREET
SANTA FE SPRINGS, CA 90670

IDENTIFICATION STAMP DIVISION OF THE STATE ARCHITECT
PRE-CHECK PC DOCUMENT
CODE: 2019 CBC
A separate application for construction is required

PC APPROVAL STAMP:
APPROVED
DIV. OF THE STATE ARCHITECT
APP: 04-120780 PC
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑ CG ☐
DATE: 12/15/2021

PRECHECK FABRIC SHADE STRUCTURE

MANUFACTURER:

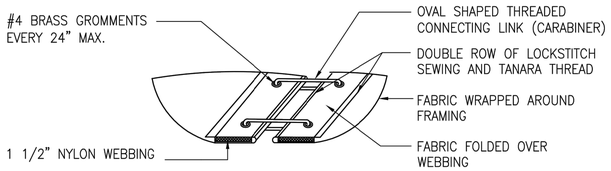
CUSTOM CANOPIES 2019 CBC DWGS

Project # 21-003
Drawn By RWE
Date 6-17-21
Sheet S2

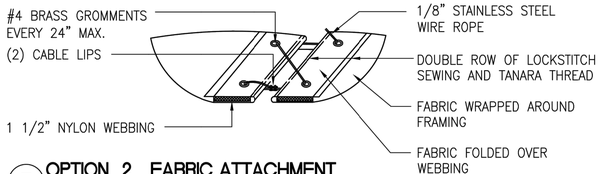
STRUCTURAL ENGINEER OF RECORD
ORION
Structural Engineering, Inc.
11305 RANCHO BERNARDO RD SUITE 121
SAN DIEGO CA. 92127
PHONE (858) 679-1974

REGISTERED PROFESSIONAL ENGINEER RYAN J. OWEN No. S 44327 CIVIL STRUCTURAL STATE OF CALIFORNIA

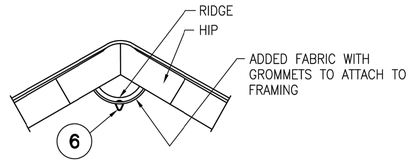
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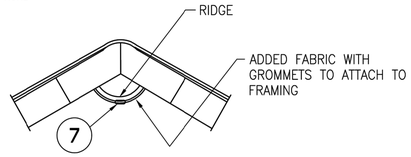
6 OPTION 1 FABRIC ATTACHMENT
SCALE: NONE



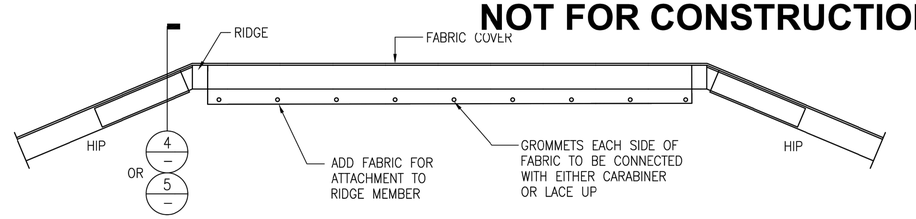
7 OPTION 2 FABRIC ATTACHMENT
SCALE: NONE



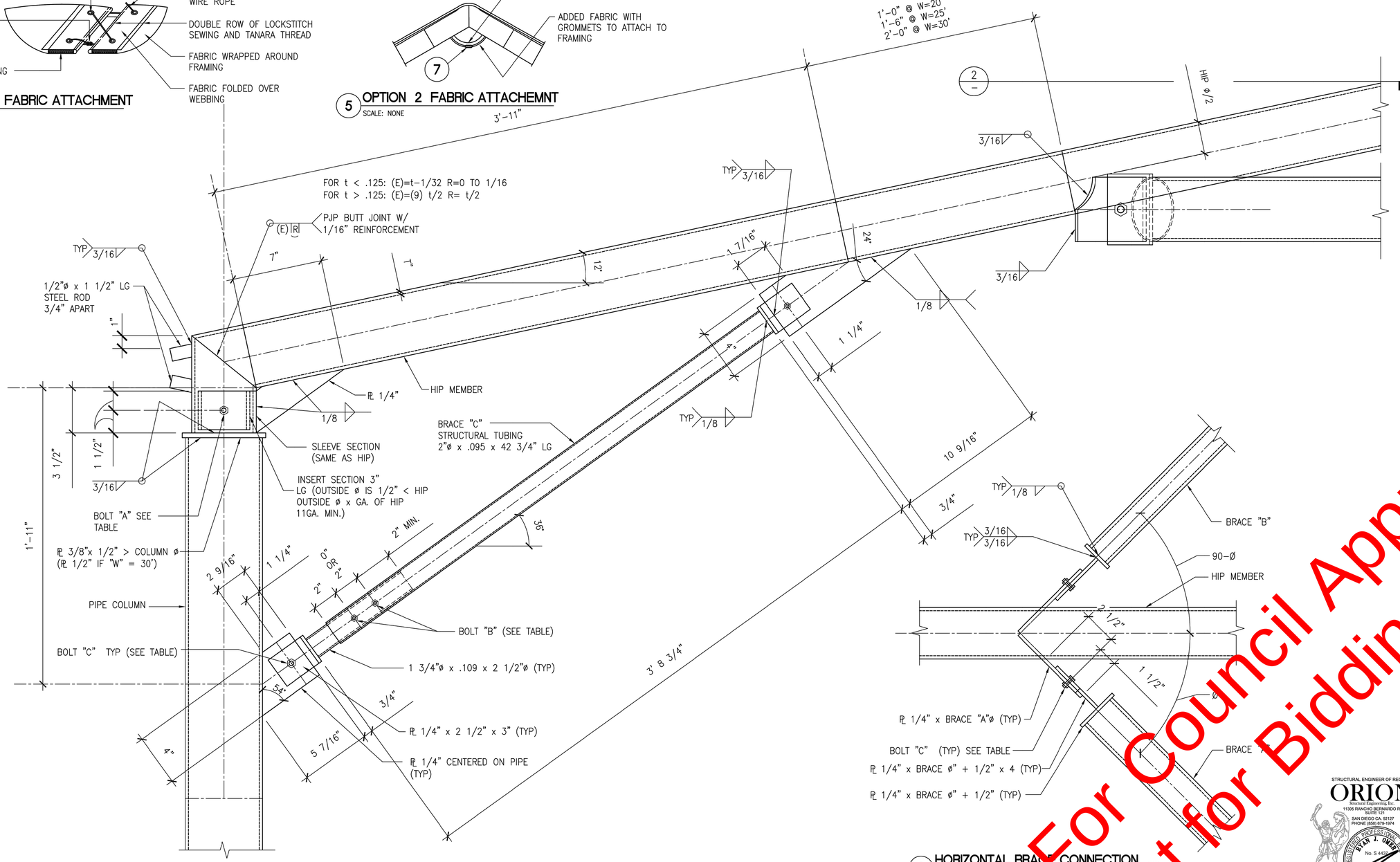
4 OPTION 1 FABRIC ATTACHMENT
SCALE: NONE



5 OPTION 2 FABRIC ATTACHEMNT
SCALE: NONE



3 SECTION TO SHOW FABRIC ATTACHMENT TO FRAMING
SCALE: NONE



1 TYPICAL EXT. COL. - HIP CONNECTION
SCALE 3" = 1'-0"

2 HORIZONTAL BRACE CONNECTION
SCALE 3" = 1'-0"

rea architect
RON EDWARDS

Architecture
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ron@rearchitect.net

LICENSED ARCHITECT RONALD W. EDWARDS C-28192 Ron Edwards REN 12-31-21 STATE OF CALIFORNIA

CUSTOM CANOPIES INC.
11815 BURKE STREET
SANTA FE SPRINGS, CA 90670

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REVIEWED FOR
SS ☑ FLS ☑ ACS ☑ CG ☐
DATE: 12/15/2021

PRECHECK FABRIC SHADE STRUCTURE

MANUFACTURER:

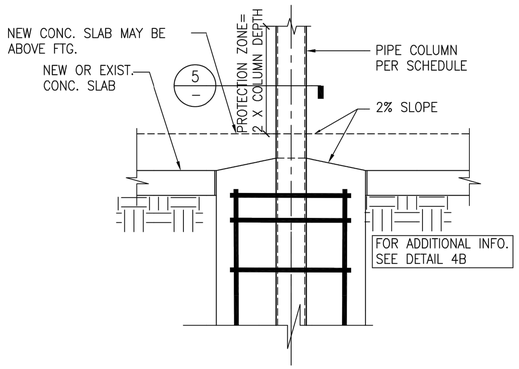
CUSTOM CANOPIES 2019 CBC DWGS

STRUCTURAL ENGINEER OF RECORD
ORION
Structural Engineering, Inc.
11305 RANCHO BERNARDO RD SUITE 121
SAN DIEGO CA. 92127
PHONE (858) 679-1974
REGISTERED PROFESSIONAL ENGINEER EVAN J. ORION No. S 4437 STRUCTURAL STATE OF CALIFORNIA

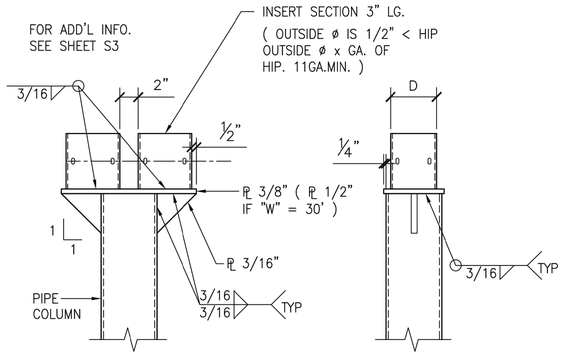
Project #	Sheet
21-003	S3
Drawn By: RWE	
Date: 6-17-21	

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Not for Bidding

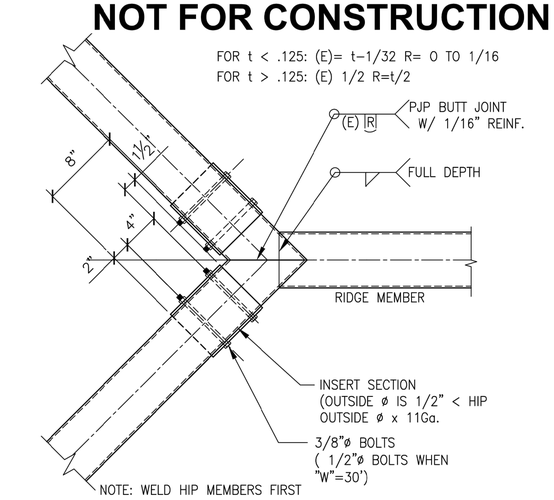
NOT FOR CONSTRUCTION



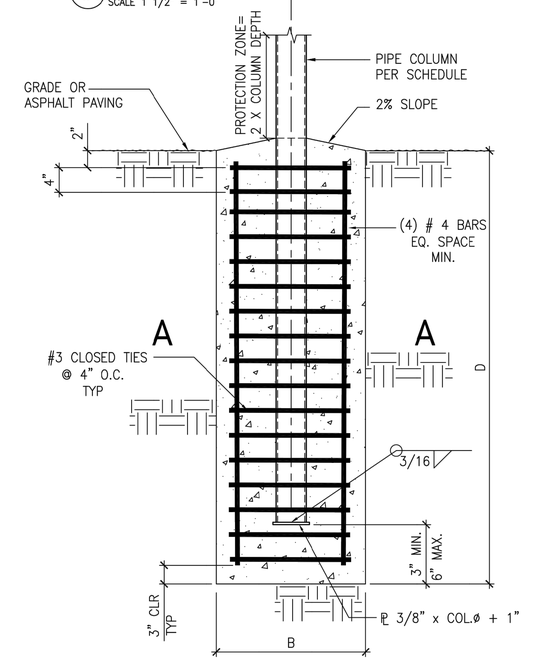
4A TYPICAL CONSTRAINED FOOTING DETAIL
SCALE 1 1/2" = 1'-0"



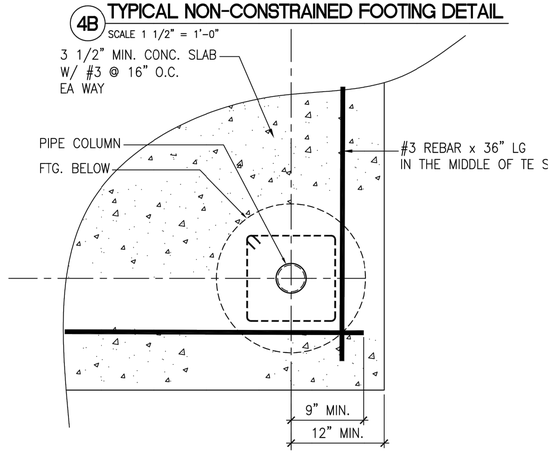
3 TYPICAL INT. COL. - HIP CONNECTION
SCALE 3" = 1'-0"



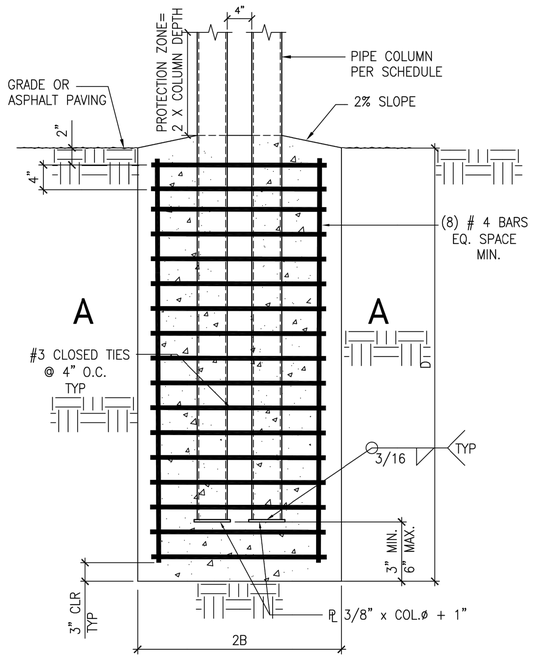
1 TYPICAL HIP - RIDGE CONNECTION
SCALE 1 1/2" = 1'-0"



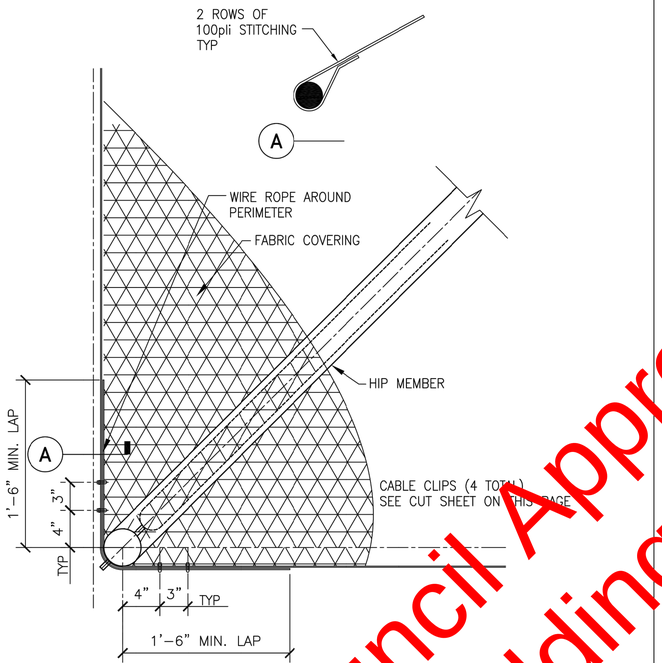
4B TYPICAL NON-CONSTRAINED FOOTING DETAIL
SCALE 1 1/2" = 1'-0"



5 TYPICAL CONSTRAINED FOOTING DETAIL
SCALE 1 1/2" = 1'-0"



4C TYPICAL NON-CONSTRAINED FOOTING DETAIL
SCALE 1 1/2" = 1'-0"



2 TYPICAL CABLE CONNECTION
SCALE 1 1/2" = 1'-0"

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PRECHECK FABRIC SHADE STRUCTURE

MANUFACTURER:

CUSTOM CANOPIES 2019 CBC DWGS

Project #	Sheet
21-003	S4
Drawn By: RWE	
Date: 6-17-21	

STRUCTURAL ENGINEER OF RECORD
ORION
Structural Engineering, Inc.
11305 RANCHO BERNARDO RD SUITE 121
SAN DIEGO CA. 92127
PHONE (858) 679-1974
REGISTERED PROFESSIONAL ENGINEER RYAN J. OMER No. S 4432 STRUCTURAL STATE OF CALIFORNIA

For Council Approval
Not for Bidding



Project Manual for the

Royer Park Play Area Expansion Project

June 2022

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

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

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CITY OF ROSEVILLE CALIFORNIA

CITY OF ROSEVILLE CALIFORNIA

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

Notice to Bidders

DATE: June 16, 2022

TO: Prospective Bidders

FROM: Heather Buck, Park Development Project Manager

RE: Royer Park Play Area Expansion Project

Project Description: The City of Roseville is now accepting bid proposals for the Royer Park Play Area Expansion Project from **pre-qualified** Prime Contractors. The scope of work for the base bid includes, but is not limited to: renovation of the existing school age play area and picnic area. Work includes clear and grubbing; removal of concrete and furnishings; installation of concrete pavement, concrete curb, resilient rubber surfacing, picnic tables, trash receptacles, shade shelter, and wood fiber; irrigation retrofits; drainage relocation; and placement of plantings. The removal of existing play structure, swings and play area sign and installation of new play structure, swings, independent play element and play area sign shall be by others.

Prime Contractors: At this time, this project is only available for bidding by Prime Contractors listed on the City of Roseville Parks, Recreation and Libraries 2022 Pre-Qualified Contractor List. Please see attached Pre-Qualified Prime Contractors memo attached for more information.

Subcontractors: The City reserves the right to conduct a post-bid qualifications review of any subcontractors if deemed necessary.

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

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

Engineer's Estimate: The engineer's estimate for construction of the base bid items is $202,736.

Questions: The deadline for submission of questions and clarifications regarding the Contract Documents is July 26, 2022 at 5:00 p.m. In order to meet the required timeline to issue addenda, questions will not be accepted after this date. Only Addenda issued by the City are binding. All questions shall be directed to the attention of Heather Buck via Public Purchase at https://roseville.ca.us/rfp.

Pre-Bid Meeting: There is NO pre-bid conference for this project. Bidders are expected to be familiar with the existing site conditions however, and may pose questions on any conditions they may discover that are not represented within the bid documents.

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Bid Deadline: Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until 3:00 p.m. on August 2, 2022. The proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville in the City Clerk's Office at 3:05 p.m. on that same day.

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

For Council Approval
Not for Bidding

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

Notice to the apparent low bidder for the Royer Park Play Area Expansion Project

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

1. Agreement (two sets of originals, single-side print) with either:
   - wet signatures from two corporate officers, or
   - wet signature from one corporate office plus the corporate seal

2. Public Works Faithful Performance Bond – fully executed and notarized.

3. Public Works Labor and Materials Payment Bond – fully executed and notarized.

4. Insurance - fully executed and notarized.

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

We request that all documents be received by August 12, 2022.

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

Send completed forms to:

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

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

For Council Approval
Not for Bidding

916.774.5505 phone
916.774.5251 fax
www.roseville.ca.us

TABLE OF CONTENTS

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

For Council Approval
Not for Bidding

CITY OF ROSEVILLE

DEPARTMENT OF PARKS, RECREATION & LIBRARIES

Name of Project: Royer Park Play Area Expansion

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until August 2, 2022 at 3:00 p.m. Late Proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on August 2, 20 22 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project:

Royer Park Play Area Expansion.

A pre-bid meeting will be held at n/a.

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

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

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Not for Bidding

follows:

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

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

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

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

For Council Approval
Not for Bidding

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

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

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

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

The City has determined that the Contractor shall possess a valid Class A or C-27 General Engineering or Landscape Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

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

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

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

All questions prior to the deadline for bid submissions shall be directed to the attention of Heather Buck via Public Purchase at https://roseville.ca.us/rfp. The deadline for submissions of questions and clarifications regarding the Contract Documents is 7 calendar days before the deadline for

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bid submissions. Only Addenda issued by the City are binding.

_____
City Clerk, City of Roseville

Dated: _____

Published: _____

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INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

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

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

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

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

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

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

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SECTION 2: BID REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 3: EVALUATION OF BIDS

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

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

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

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

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

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

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SECTION 4: AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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SECTION 5: BID PROTEST PROCEDURES

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

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PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

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

City of Roseville Business License No._____

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

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

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

_____, City of Roseville, California.

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

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

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

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

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

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

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with the Contract Documents.

Accompanying this Proposal is _____.

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

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

_____

_____

_____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

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

_____

_____

If CORPORATION, execute here:

Corporate Name: _____

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Incorporated under the laws of the State of _____

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

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

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

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

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

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

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[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

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LIST OF SUBCONTRACTORS

Contractor's Name: _____

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

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

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SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

_____

_____
(Signature of Bidder)

_____

_____
Business Address

_____
Telephone

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BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

_____

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

For Council Approval
Not for Bidding

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

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

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

_____

_____
Business Address

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

For Council Approval
Not for Bidding

Project Royer Park Play Area Expansion

Contractor_____

SCHEDULE OF BID ITEMS

The bidder, in compliance with the published Notice to Contractors for the renovation of the existing school age play area and picnic area, and any other items necessary as shown on the Plans and Specifications; having examined the Plans and Specifications, any and all addenda, any related documents, and all of the sites of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of material, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time period set forth therein, and at the prices stated. This is a "Lump Sum Bid" project. These prices are to include all labor, materials, supplies, and all other expenditures incidental to complete compliance to the Contract Documents.

The work to be included in the Contract shall be determined by the City prior to award of Contract. The amount of the bid for comparison and award purposes shall be the total amount set forth in the "Lump Sum Base Bid". The City reserves the right to award none, all or selected add alternates as the budget permits.

TOTAL LUMP SUM BID for:

Total lump sum bid includes all work as shown on the plans, project manual, and addenda to construct the Royer Park Play Area Expansion Project.

Numerical Total **Base** Bid: $_____

Written Total **Base** Bid: _____dollars and_____

The additions or deletions sheets (PROP 10 B-C) are required to be submitted with the proposal and shall be completed in their entirety. Failure to do so may be interpreted an as incomplete/non-responsive bid. This breakdown will not be considered for bid award but will be used during the contract in case of change orders.

Contractor Name (print or type): _____

Signature (by authorized representative): _____

Date: _____ License No.: _____ Class: _____

For Council Approval
Not for Bidding

Royer Park Play Area Expansion Project

For Additions and Deletions Only

Contractor shall provide itemized costs as shown below for use during construction for additions or deletions only. Unit costs to be listed are based on the project plans, specifications, Parks Construction Standards and the Design & Construction Standards, unless otherwise noted. Items listed are not necessarily shown on the plans or identified in the Technical Specifications.

Item	Description	Unit	Unit Cost
1	EC-2 Preservation of Existing Vegetation	sf	
2	EC-3 Hydraulic Mulch	sf	
3	EC-4 Hydroseeding	sf	
4	EC-6 Straw Mulch	sf	
5	EC-7 Geotextiles and Mats	sf	
6	EC-8 Wood Mulching	sf	
7	EC-10 Velocity dissipation device	ea	
8	EC-11 Slope Drains	ea	
9	EC-14 Compost Blanket	sf	
10	EC-16 Non-Vegetative Stabilization	sf	
11	SE-1 Silt Fence	lf	
12	SE-5 Fiber Rolls	lf	
13	SE-6 Gravel Bag Berm	ea	
14	SE-7 Street Sweeping and Vacuuming	ea	
15	SE-8 Sandbag Barrier	lf	
16	SE-9 Straw Bale Barrier	lf	
17	SE-10 Storm Drain Inlet Protection	ea	
18	TC-1 Stabilized construction entrance/exit	ea	
19	TC-3 Entrance/outlet tire wash	ea	
20	Site Security Fencing	lf	
21	Clear and grub	sf	
22	Concrete pavement removal	sf	
23	Rubber surfacing	sf	

Items 1 through 19 are to be consistent with requirements detailed in California Stormwater Quality Association Stormwater Best Management Practice Handbook, latest edition.

For Council Approval
Not for Bidding

Royer Park Play Area Expansion Project

For Additions and Deletions Only (continued)

Item	Description	Unit	Unit Cost
24	Sawcut for footings	ea	
25	Tree Protection Fencing	lf	
26	Concrete Pavement	sf	
27	Special Concrete Pavement	sf	
28	Concrete Planter Curb	lf	
29	Shade Shelter -Fabric (25x30)	ea	
30	Install Picnic Tables	ea	
31	Install Picnic Tables (ADA)	ea	
32	Install Trash Receptacles	ea	
33	Turf	sf	
34	Shrubs, 5 gallon	ea	
35	Bark mulch	sf	
36	Shrub bubbles (includes lateral lines)	ea	
37	Remote Control Valve	ea	
38	Gate Valve	ea	
39	Quick Coupler Valve	ea	
40	Mainline, 2" (includes control wire and splice boxes)	lf	
41	Engineered wood fiber	cy	
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			

For Council Approval
Not for Bidding

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)

For Council Approval
Not for Bidding

DISQUALIFICATION QUESTIONNAIRE

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

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

Yes_____ No_____

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

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

For Council Approval
Not for Bidding

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

For Council Approval
Not for Bidding

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

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

For Council Approval
Not for Bidding

END OF PROPOSAL

For Council Approval
Not for Bidding

A G R E E M E N T

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

W I T N E S E T H:

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

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

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

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

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

For Council Approval
Not for Bidding

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____ _____ in accordance with the Contract Documents (the Work).

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

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

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

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

b. The accepted bid;

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

d. Bonds and insurance required by the specifications; and

For Council Approval
Not for Bidding

e. This contract.

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

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

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

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

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

For Council Approval
Not for Bidding

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

_____, a
_____

BY: _____
its: _____

and

BY: _____
its: _____

For Council Approval
Not for Bidding

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name:_____

Title:_____

For Council Approval
Not for Bidding

INSURANCE BROKER INFORMATION PACKET

Project: Royer Park Play Area Expansion

NOTICE TO CONTRACTOR:

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

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

For Council Approval
Not for Bidding

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Insurance Requirements	INS 2
Public Works Faithful Performance Bond	INS 10
Public Works Payment Bond	INS 13

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Not for Bidding

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 Royer Park Play Area Expansion. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

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

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

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

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

Bonds must be sent to the following staff person: Heather Buck

City of Roseville, Parks, Recreation & Libraries

316 Vernon Street, Suite 400

Roseville, CA 95678

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

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

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

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

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

Thank you.

For Council Approval
Not for Bidding

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 **INSURANCE COVERAGE.**

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

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

C. Insurance Required.

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

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

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

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

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

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

d. Such insurance shall specifically cover the contractual liability of

For Council Approval
Not for Bidding

the Contractor.

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

f. Waiver of subrogation endorsement.

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

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

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

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

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

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

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

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

6. **Pollution Coverage:** Pollution coverage is not required.

[redacted]

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Not for Bidding

[redacted]

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

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

5-1.24 **OTHER INSURANCE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

For Council Approval
Not for Bidding

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND
(Project: Royer Park Play Area Expansion)

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

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

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

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Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: Royer Park Play Area Expansion)

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

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

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

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

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

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

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

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

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

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CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

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CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

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SECTION 1

DEFINITIONS AND TERMS

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

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

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

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

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

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with certain contractual requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

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

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

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

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

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

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

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

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

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equipment and/or facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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the Work Site.

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

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

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

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SECTION 2

CONTROL AND SCOPE OF THE WORK

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

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

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satisfactory and workmanlike manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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15. Mechanical drawings

16. Printouts of all software programs and configuration files

17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes

19. Emergency shutdown instructions

20. Normal shutdown instructions

21. Long term shutdown instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 3

CHANGES IN THE WORK

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

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

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default under this Agreement.

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

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

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

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

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

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

3-1.04 **EXECUTED CHANGE ORDER.** A Contract Change Order signed by both the Director and the Contractor is an "executed Contract Change Order." By signing the Contract Change Order, the Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended Overhead, delay or any other "impact" claim or "ripple effect" claim. The Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for the Contractor to claim any additional compensation with respect to the subject matter of the Contract Change Order.

3-1.05 **CONTRACT PRICE ADJUSTMENT.** If a Contract Change Order provides for an adjustment to the Contract Price, the amount of such adjustment shall be determined by one of the following methods, or a combination thereof, as determined by the City and in its sole discretion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address: http://www.dot.ca.gov/hq/construc/equipmnt.html. Equipment located at a Work Site and utilized on non-Force Account work shall not eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

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

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 4

CONTROL OF MATERIALS

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

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

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

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

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

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before Acceptance of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Costs of Testing.

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

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

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

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

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

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

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

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

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

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

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SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

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

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

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

5-1.03 **NONDISCRIMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Section 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

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basis:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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19. Transite (Asbestos) Pipe Work Procedure.

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

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

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

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

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

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

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

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

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and

2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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muffler.

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

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

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

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

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

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

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

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

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

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Discharges Associated with Construction Activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-1.23 **INSURANCE COVERAGE.**

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

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

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

C. Insurance Required.

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

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

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

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

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

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

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

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

f. Waiver of subrogation endorsement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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5-1.24 **OTHER INSURANCE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO ACCEPTANCE.** The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

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registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND RIGHTS-OF-WAY.** The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

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SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting

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Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor's receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both

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parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. Preliminary Progress Schedule. The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to

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favorable review by the Director.

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

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The

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selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

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

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

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

(a) preceding and following event numbers

(b) activity description and number

(c) estimated duration of activities

(d) earliest start date (by calendar date)

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(e) earliest finish date (by calendar date)

(f) actual start date (by calendar date)

(g) actual finish date (by calendar date)

(h) latest start date (by calendar date)

(i) latest finish date (by calendar date)

(j) slack or float

(k) percentage of activity completed

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

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

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty

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(30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

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

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

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

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

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

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

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

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

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the

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authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required

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to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2").

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Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as "unusual," the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are "controlling" or which are on the "critical path" of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract

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that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering

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and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and

2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration

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will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour

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period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the

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provisions of “Changes in the Work” under Section 3 of these General Conditions or by acts or neglect of the City.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor’s damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor’s Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, “Force Account Payment - Equipment” of these General Conditions, no payment will be made for delays in accordance with the

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provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, "Force Account Payment – Labor," of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to "Changes to the Work" elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor's receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

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

   a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, "Progress

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Payments," of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.

c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

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

a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general

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administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.

d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

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In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

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

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An "Event of Default" as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the

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Contractor; or

8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of

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such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such

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materials;

8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

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SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

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notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City,

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including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

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governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

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submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04 **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) Days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time

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specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) Days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE:** All Claims not resolved

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pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

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substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

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thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

A. Equipment and materials will only be eligible if given conditional or final

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Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

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

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

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materials.

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

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

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4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, "Acceptance," of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City's Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor's proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

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shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

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1. Unsettled or future liens;

2. Failure of the Work to comply with the requirements of the Contract Documents;

3. The terms of any warranties required by or contained in the Contract Documents;

4. The right to any insurance proceeds or the right to make any insurance or bond claims;

5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or

6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than $100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

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This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

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specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

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The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

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SUPPLEMENTAL CONDITIONS

Project: Royer Park Play Area Expansion

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Scope of Supplemental Conditions

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

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
x	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
x	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us.

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

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SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the ~~Parks Recreation & Libraries~~ Department of the City of Roseville.

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SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 14 Days after receipt of the submittal by the Director.

2.1.28 PROJECT DOCUMENTS. Potential bidders are advised to obtain all documents and specifications related to this project directly from the City of Roseville. The City of Roseville does not guarantee the accuracy of any forms, plans, or project manuals obtained through outside sources other than the City of Roseville. Furthermore, the City does not guarantee the distribution of any addendums or the accuracy of their content if obtained from a third party. Bidders expressly assume the risk that their bid will be rejected from the use of plans and manuals obtained from third parties other than the City of Roseville

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SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

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SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

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SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos __is not___ present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

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SECTION 6. PROSECUTION AND PROGRESS

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

Progress schedules showing project completion dates more than 0 Days earlier than specified in Section 6-1.07 shall be rejected.

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

The Contractor shall begin Work within 10 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 40 business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be 90 calendar days. Start of the establishment should be as outlined in the Specifications.

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

The amount of Liquidated Damages is the sum of $800 per Day.

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SECTION 7: ACCEPTANCE AND PAYMENT

7-1.07 PROGRESS PAYMENTS. Section 7-1.07 of the General Conditions is amended to include the following:

The Contractor shall email an electronic copy of Certified Payroll Reports to the Project Manager along with each Application for Payment.

[END OF SUPPLEMENTAL CONDITIONS]

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SPECIFICATIONS

Project: Royer Park Play Area Expansion

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SECTION 00 31 46
PERMITS

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

C. The intent of this Section is to furnish bidders with the known list of required permits for the Work under the Contract Documents. Bidders should note that the list is not necessarily complete and that additional requirements may exist or arise.

1.02 Permits

A. The Contractor shall obtain copies of the following permits from the Project Manager. Copies of these shall be obtained prior to start of work and shall be kept on the jobsite.

1. City of Roseville Department of Development Services, Building Permit for all structural items associated with this project, including, but not limited to, shade structures.

B. Contractor shall comply with the conditions of these permits, and will be solely responsible for all costs associated with meeting permit conditions unless specifically specified otherwise in these Contract Documents.

C. A copy of the permit is included in the Appendix of the Project Manual. A trench/excavation permit must be on file with the City. Submit a copy of the notification letter to CAL OSHA, which outlines the project, and contracted scope of work.

PART 2 - PRODUCTS

Intentionally left blank.

PART 3 - EXECUTION

Intentionally left blank.

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END OF SECTION

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SECTION 01 10 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 General

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 Project Description

A. Project Name and address:
Royer Park Playground Replacement Project
190 Park Drive
Roseville, CA 95678

B. Project description/scope of work:
The scope of this project includes the renovation of the existing school age play area and picnic area. Work includes clear and grubbing; removal of concrete and furnishings; installation of concrete pavement, concrete curb, resilient rubber surfacing, picnic tables, trash receptables, shade shelter, and wood fiber; irrigation retrofits; drainage relocation; and placement of plantings.
The removal of existing play structure, swings and play area sign and installation of new play structure, swings, independent play element and play area sign shall be by others.

C. The Contractor, prior to submission of his bid, shall visit the site and become familiar with the physical site conditions, the plans and specifications. All existing site conditions, apparent in a detailed, on-site inspection, shall be a part of the project. Submission of a bid shall represent the Contractor's acknowledgment of the existing site conditions and its effect on the implementation of the contract documents.

1.03 Engineering

A. Field Engineering, as a part of this contract, shall include:
1. Layout of the work and establishment of lines and grades.
2. Said work to be performed by a California Registered Civil Engineer or a California licensed Land Surveyor.
3. When discrepancies between the drawings and actual site conditions are discovered, notify the Inspector for instruction on how to proceed.
4. All work shall:

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a) Establish indicated layout in relation to the property survey and existing reference points.
b) Establish and preserve permanent reference points during the course of construction.
c) Set locations and elevations of all site elements as required for proper completion of the work.

1.04 Permits, Fees and Notices

A. The Contractor and/or his assigned Subcontractors shall obtain any and all required permits (beyond those provided in the Appendix) from all governing authorities, including other City Departments, prior to start of construction.

1.05 Construction Plans

A. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's project manager immediately. The City's project manager will clarify discrepancies or omissions, in writing, within a reasonable time.
B. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:
   1. Notice to Contractors
   2. Special Provisions
   3. City of Roseville Parks Construction Standards
   4. City of Roseville Design and Construction Standards
   5. Drawings

   Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

1.06 Definitions

A. The term "accepted" where used within, shall mean accepted in writing by the City of Roseville's Project Manager.
B. The term "Inspector", where noted, shall mean the project representative, appointed by the City of Roseville, who will oversee the project on a day-to-day basis.
C. The term "Project Manager", where noted, shall mean the project representative appointed by the Parks Department.
D. The term "Consultant", where noted, shall mean the prime Consultant listed on the cover sheet of these Specifications.
E. The term "accepted equal", where used herein, shall mean the equal in the opinion of the Project Manager, in consultation with the Consultant, when necessary, and as accepted in writing by the Project Manager.

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F. The term “Project Owner”, where used herein, shall mean the landowner or developer.
G. The term “provide”, where used herein, shall mean furnish and install complete.
H. The term “as selected”, where used herein, shall mean as selected by the Consultant and as accepted by the Project Manager.
I. The term “substantially complete”, where used herein, shall mean the state of which the project can be used in the manner of which it is intended with the exception of minor items as determined by the Project Manager.
J. See Section 1 of the General Conditions for additional definitions and terms.

1.07 Standards

A. Numerous standards are referenced in these contract documents. The referenced standards shall be the current edition as of the date of these contract documents. Also, see Section 4 - 1.02 of the General Conditions.
B. The codes adopted by the City, County, State and federal agencies shall govern minimum requirements for this project. Where codes conflict with these Specifications, the more stringent shall apply, and such conflicts shall be brought to the attention of the Project Manager. Caltrans Standards shall be applied where specifically referenced. In the absence of specific reference requirements in the contract documents, the applicable codes shall govern.
C. In addition to the standards noted in individual sections of these Specifications, standards of the following organizations shall be noted by initials only.
    1. ANSI: American National Standards Institute.
    2. ASTM: American Society for Testing and Materials.

1.08 Submittals

A. All submittals shall be submitted at one time within ten (10) working days from issuance of Notice to Proceed. The review time for submittals shall be as noted in Section 2 - 1.04 of the Special Conditions. Items returned for re- submittal shall be returned to the City within two weeks
B. The Contractor shall include a cover sheet indicating the following (A sample is provided in Section 5: Forms):
    1. Drawing sheet or specification section reference (by section, paragraph and sub-paragraph numbers);
    2. Item description;
    3. Indication whether this item is “as specified” or “proposed substitution” and
    4. A space for itemized response summary, e.g. “reviewed” or “resubmit”.
C. Contractor shall provide submittals electronically in PDF file format and physical product samples as required in specifications. It shall be the Contractor’s responsibility to ensure that the summary sheet is included in the

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submittal package. Incomplete submittal packages (i.e., the lack of a summary sheet or lack an appropriate product sample) will not be reviewed.

D. Proposed substitution requests must include a comparison between the originally specified item and the proposed substitute. The burden of proof of compliance for proposed substitutions with project requirements rests with the Contractor. Coordination of the installation of accepted substitutions, including incidental changes/modifications to accommodate proposed products shall be at no additional cost to the Owner.

E. Where required in specified Section of these Specifications, submittals shall include proof of order of site furnishings, play equipment or other materials within two weeks (ten working days) of receipt of the returned, approved submittal. Submittals of orders shall be made at one time. Exceptions will be considered, with justification.

1.09 Tests

A. In addition to Section 4 - 1.03 of the General Conditions, testing and inspections may be performed by a private testing laboratory. The testing laboratory, provided by the City, shall be under the direction of a California registered civil engineer. All work shall conform to requirements set forth by ASTM B329, and shall be acceptable to the City.

B. Copies of the laboratory reports/results of each test or inspection shall be provided to the Project Manager, Inspector and Contractor.

1.10 Temporary Facilities

A. Sanitary provisions shall be the responsibility of the Contractor. Existing restroom facilities shall be not utilized by the Contractor, his Sub-contractors, or employees thereof, unless specifically accepted by the Project Manager. Provide chemical toilets or water closets and urinals connected to the sewer in a location accepted by the Project Manager.

B. Barricades shall be the responsibility of the Contractor and shall be erected as necessary to protect the property, the construction and the public from hazards due to construction.

C. Signs, other than those identified in these Specifications, shall be prohibited. Notices, required by law, shall be posted and maintained.

1.11 Utilities

A. All utility fees, including, but not limited to, connection fees, installation fees, meters, monthly service fees and cost of utilities used during the course of construction and establishment are considered a direct cost and are the responsibility of the Contractor until project acceptance by City Council.

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1.12 Dust/Noise Control Requirements

A. Dust and other air pollution nuisances on or adjacent to the site shall be abated, per Section 2 - 1.15 of the General Conditions. Dirt shall not be allowed to accumulate on streets or sidewalks nor be washed into sewer.

B. Noise from construction operations shall be kept to a minimum. Allowable hours of operations shall be from 7 a.m. to 7 p.m. Monday through Friday. Work on weekends and holidays must be approved by the project manager. Work on weekends and holidays shall not begin before 8 a.m. and must be completed by 8 p.m.

1.13 Tree Replacement Schedule

A. Trees damaged or removed without prior approval shall be replaced at an inch per inch basis on-site, except otherwise accepted. New stock shall follow the table provided:

Plant Size	Inch Value
3 Five Gallon Stock	One Inch
1 Fifteen Gallon Stock	One Inch
1 24” Box Stock	Two Inches
1 36” Box Stock	Three Inches

1.14 Inspection of Construction

A. In addition to the routine inspections performed by the Parks Inspector, portions of work may be inspected by the other city departments. Notify the Parks Inspector and Project Manager a minimum of 48 hours prior to date of inspection.

B. The Parks Inspector shall be the main line of communication between the site superintendent, the project manager and other City department inspectors. Changes in scope of work or standards shall be approved by the project manager.

C. Refer to the parks inspection record. This shall be issued at the Pre-Construction meeting and shall be utilized by the Contractor throughout the course of construction. A completed “hard card” shall be submitted to the Project Manager along with required turn in items (See 1.19 this Section) upon final acceptance of the project. The Notice of Completion shall not be filed until all record documents have been received and accepted.

1.15 Adverse Impacts to Site Conditions Due to Construction

A. Impacts that affect the site conditions to the detriment of the park or streetscape Impacts that affect the site conditions to the detriment of the park or streetscape construction or long term viability of the site shall be mitigated by the contractor prior to acceptance of the project. Such impacts shall include, but are not limited to:

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1. Soil compaction in non-structural areas;
2. Diesel or gas fuel leaks/spillage;
3. Buried concrete or other construction debris;
4. Hazardous material contamination;
5. Lime treatment in planting areas;
6. and more.

1.16 Pre-final (Punch List) Review

A. Notify, in writing, to the Parks Construction Inspector, that the work is substantially complete. Substantially complete is defined as “the state of work where it may be used in a suitable and intended manner with exception of minor corrections”. Partial acceptances will not be granted. Items to be reviewed as a part of substantial completion include:
   1. All construction items
   2. Installation of all site furnishings, including lights and signs
   3. Seeding or sodding of all turf areas
   4. All planting, including weeding of planted areas
   5. The irrigation system is fully functioning as designed and as confirmed by the landscape irrigation audit.

B. Within five workings days of receipt of notification, the Parks Construction Inspector will confirm substantial completion. The Parks Construction Inspector will schedule the punch list walk (pre-final review) within five working days after the project has been determined as substantially complete. A formal punch list will be developed at the punch list walk. The Parks Construction Inspector will provide a copy of the formal punch list to the Contractor within five working days of punch list walk. Performance of the punch list walk does not automatically trigger the start of establishment.
   1. If at any point during this review that it becomes apparent that the Contractor has not properly prepared for the site review, the inspection shall immediately be terminated and re-scheduled at such a time as the site has been readied for a review. Any costs for the re-scheduling of the review shall be the responsibility of the Contractor. Lack of site preparation could delay start of the establishment period.

C. Concurrent to the pre-final review, the City will make a formal request for all required turn-in items to be submitted to the City. All turn-in items shall be submitted to the City (single point of contact), at one time and only by appointment. Do not drop off the turn-in items at the front counter and without an appointment.

D. Once all turn-in items have been confirmed to be complete and accurate, the establishment period may be considered to begin. The City shall have sole discretion in determining the appropriateness of the commencement of the

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establishment period and shall notify the developer/contractor in writing of the start and end dates. Portions of the project will not be accepted for establishment prior to the substantial completion of the entire project.

1.17 Establishment Period

A. The duration of the establishment period shall be:
   1. For seeded turf in parks: Ninety (90) calendar days, minimum, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
   2. For sodded turf in parks: Forty-five (45) calendar days commencing between March 1st and October 31st and sixty (60) calendar days commencing between November 1st and February 28th, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
   3. For streetscapes: Thirty (30) calendar days, minimum, and until final acceptance of all related street improvements subject to approval of a Notice of Completion by the City Council.

B. Active maintenance is required throughout the entire establishment period. Active maintenance is defined as:
   1. All areas within the project site shall be protected against damage including vandalism, erosion, trespass, rodents and other acts. Immediately repair all damaged areas.
   2. All walkways and paved areas shall be kept clean and all debris within planting and turf areas shall be immediately removed.
   3. Automatic irrigation controller shall be fully utilized and irrigation system monitored and adjusted as described in Section 32 84 00 4.03.
   4. All plant and turf maintenance as described in Section 32 90 00 3.11

C. Prior to the start of the final thirty (30) days of establishment:
   1. All punch list items shall be completed.
   2. All certifications and testing shall be completed.
   3. All plantings and turf shall be thriving and in a healthy condition.
   4. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

1.18 Final Review

A. One (1) week prior to the end of the establishment period, a final on-site review shall be conducted to review project readiness for final turn-over. All punch list items must be satisfactorily addressed prior to the final review.

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B. The project shall be prepared and cleaned per Section 2 - 1.12 of the General Conditions; the turf shall be mowed; and the irrigation heads shall be adjusted appropriately one day prior to the scheduled final review.
C. Acceptance of the project shall be considered "field accepted" and a recommendation will be forwarded to the City Council for "final acceptance" per Section 7 - 1.01 of the General Conditions.
D. An unaccepted project shall extend the establishment period until such time as the unaccepted portions of the project have been reviewed and field accepted by the Inspector and Project Manager.
E. Turn over for City maintenance shall occur only after:
    1. The specified duration of the establishment period has been successfully completed.
    2. If required, the deed transferring property ownership, has been recorded at the County.
    3. A Notice of Completion (NOC) for city-built parks and for streetscapes has been approved by the City Council.
F. Contractor shall provide a written guarantee covering all improvements associated with this project. See 1.19 – Warrantees and Guarantees.

1.19 Record Documents

A. Record documents or as-built plans shall be maintained on-site and updated routinely as specified in Section 2 - 1.13 of the General Conditions. Record documents shall include **all items under the contracted scope of work**.
B. Record documents shall be submitted:
    1. one full size set of final as-built drawings (verified/initialed by the Parks Inspector during the establishment period)
    2. one set of 11 x 17 reductions of the complete as-built package; and
    3. two sets 11 x 17 laminated reductions of the irrigation plan illustrating with colors the individual controller stations; and
    4. one USB storage device containing PDF scanned images (in color) of the verified/initialed as-built drawings.
    5. For City of Roseville CIP projects, SWPPP binder.

1.20 Warranties and Guarantees

A. Warranties are required under various Sections of these Specifications. Prior to final acceptance, the Contractor shall assemble all warranties into a single, bound or stapled package. All warranties shall be clearly labeled and the number of years highlighted. Also, see Sections 7 - 1.10 and 7 - 1.11 of the General Conditions.

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1. Warranties for equipment shall be submitted in the manufacturer's standard form and shall be countersigned by the subcontractor or supplier and the Contractor.
2. All other warranties shall be provided in the following format, written on subcontractor's or supplier's letterhead, signed by the subcontractor or supplier and countersigned by the Contractor:

WARRANTY FOR _____ YEARS

"We hereby warrant that the ***product*** which we have installed at ***project name*** has been done in accordance with the contract documents, and that the work, as installed will fulfill the warranty requirements included in the Specifications.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within the warranty period stated above commencing from the date of final acceptance of the above named project by the City of Roseville's City Council, without additional expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure to comply with the above conditions within thirty (30) days of notification by the City, we collectively or separately do hereby authorize the City to proceed with the repairs or replacement of such defects at our expense. Payment of said costs and charges will be forwarded to the City upon demand.

Signed: _____ _____
Subcontractor or Supplier Date

Countersigned:_____ _____
Contractor Date

B. Guarantees shall be a minimum of one (1) year for all plant material, including trees and shrubs. The guarantee shall state that plant materials (trees & shrubs) to be free of all defects or disease and all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

PART 2 - PRODUCTS

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For Council Approval
Not for Bidding

PART 3 - EXECUTION

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END OF SECTION

For Council Approval
Not for Bidding

SECTION 01 57 23
STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 General

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 References

A. State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No. CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.
B. CASQA California Stormwater BMP Handbook – Construction, November 2009

1.03 Definitions

A. NOI: Notice of Intent
B. NOT: Notice of Termination
C. QSP: Qualified SWPPP Practitioner
D. QSD: Qualified SWPPP Developer
E. SWPPP: Storm Water Pollution Prevention Plan
F. SWRCB: State Water Resources Control Board
G. NPDES: National Pollutant Discharge Elimination System General
H. WDID: Waste Discharger Identification number
I. BMP: Best Management Practices

PART 2 - PRODUCTS

Intentionally left blank.

PART 3 - EXECUTION

3.01 SWPPP

A. Comply with State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No. CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

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B. A SWPPP has not been developed for this project. Contractors must comply with General Conditions 5-1.20 Water Pollution.
C. Implementation of the Erosion and Sediment Control Plan is the responsibility of the Contractor and a part of this project. Costs associated with implementation and maintenance of the BMPs per the Erosion and Sediment Control Plan shall be included in the lump sum base bid.
D. Major changes to the Erosion and Sediment Control Plan shall be reviewed by the Parks Inspector prior to implementation. Cost associated with the major changes will be paid for using the unit cost listed in the Additions or Deletions Sheet of the Proposal
E. The Parks Inspector will perform inspections of the jobsite. Implementation of and minor changes to the Erosion and Sediment Control Plan as directed by the Parks Inspector shall be incidental to the Work. Contractor shall start all inspection corrective actions within 72 hours of observation, and complete as soon as possible.
F. All BMPs installed will be inspected by the Parks Inspector for compliance with the Erosion and Sediment Control Plan and BMP Fact Sheets. BMPs that are not in compliance shall be brought into compliance by the Contractor at no cost to the City.
G. Keep one copy of the Erosion and Sediment Control Plan and amendments at the project site.
H. The Erosion and Sediment Control Plan shall be readily available throughout the course of construction and until the NOT has been accepted by SWRCB. The Erosion and Sediment Control Plan shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or City' storm water staff.
I. When requested by the City for pre-final (punch list) review, the Contractor shall submit the project site copy of the Erosion and Sediment Control Plan to the City's Project Manager.

3.02 Schedule

A. Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices. The typical sequence of work shall be adjusted by the Contractor based on weather conditions and forecasted rain events. The schedule is considered an appropriate and applicable BMP.

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3.03 Penalties and fines

A. Contractor is responsible for all penalties and fines assessed to or levied on the project related to the implementation of the Erosion and Sediment Control Plan.
B. In an effort to maintain compliance with the General Permit, the Contractor may be asked to make changes to the BMPs. If the Contractor is unable to perform these services in a timely manner the City reserves the right to address any areas of concern and deduct the cost from the contract.

3.04 BMP's

A. Construction BMP's shall be installed per the Erosion / Sediment Control Plan and in accordance with the CASQA California Stormwater BMP Handbook. Use of alternative BMP's will be reviewed and accepted at the discretion of the City's Parks Inspector.

3.05 Cleaning

A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

END OF SECTION

For Council Approval
Not for Bidding

For Council Approval
Not for Bidding

SECTION 03 30 00
SITE CONCRETE

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.

1.02 Description

A. Furnish all labor, materials and equipment for the complete installation of all concrete work, flatwork and poured-in-place as shown in the Plans and as specified herein.

1.03 References

A. Caltrans Standard Specifications, latest edition.
B. California Building Code (CBC) and California Administrative Code (Title 24), latest editions.

1.04 Quality Assurance

A. For all flatwork, the Contractor shall pour a six-foot by six-foot (6' x 6') sample of each type of finish specified for review and acceptance by the Project Manager prior to pouring any concrete. The accepted samples shall remain on-site and intact until all concrete work has been completed. The quality of the concrete work shall be measured by the accepted samples.
B. During the course of construction, a qualified testing laboratory shall obtain samples as determined by the Inspector and conforming to federal and state codes and standards. Such costs shall be paid for by the City. Re-tests and removal of below acceptable strength concrete shall be borne by the Contractor. The Contractor shall cooperate with the testing during the course of obtaining such samples.
C. Variances in surface grades of more than 1/8", as measured by a straight edge ten feet (10') long, shall be corrected to the satisfaction of the Inspector. Remove all areas where standing water occurs, including any surface irregularities.

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1.05 Handling and Storage

A. Comply with ATSM C-94, “Specifications for Ready Mix Concrete” for the batch, mix and transport of concrete.
B. Mix and deliver only the amount that will be poured immediately.

1.06 Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the site concrete. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Concrete

A. Concrete for play area curbs, sidewalks, and accessible ramps shall conform to the provisions of Section 90-2 “Minor Concrete” of the Caltrans Standard Specifications. Cementitious material shall be „Type II Modified” and shall contain no less than 505 pounds of cementitious material per cubic yard. Aggregate shall be not greater than one-inch or smaller than 3/8-inch. Submit concrete analysis for review and acceptance prior to placement of concrete.

2.02 Fiberglass Reinforcement

A. Fibers for concrete shall be Fibermesh 150, as manufactured by Propex Operating Company; or accepted equal. Fibers shall contain 100 percent virgin polypropylene multifilament fibers, e3 patented technology, containing no reprocessed olefin materials. The fibers shall conform to ASTM C1116 Type III and manufactured specifically for the secondary reinforcement of concrete.

2.03 Expansion Joint Material

A. Fiber expansion joint shall conform to ASTM-1751 and shall be a non-extruding resilient filler. Filler shall have preserve attributes and high quality bituminous materials.
B. Apply Sikaflex elastomeric sealant, or accepted equal, over all expansion joints.

2.04 Concrete Forms

A. All forms shall be new at the start of the project and shall be construction grade Douglas Fir. Minimum size lumber shall be 2 x 6.
B. Radius bends shall be formed by spring steel forms of laminated boards, as required.
C. Plywood shall be 5/8”, Class I, exterior grade as outlined in APA “Guide to Plywood Grades”. Omit mill oiling treatment.

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2.05 Coloring Agents

A. Chromix L-10 at 1/2%
B. All colored concrete admixtures shall be integral.

PART 3 - EXECUTION

3.01 Poured-In-Place Concrete Forms

A. Concrete for hardscape or flatwork shall be placed on subgrade compacted to 95% relative compaction. Prior to placement of concrete, a soils compaction test must be performed by an accepted soils testing professional on a representative number of locations along the flatwork area. The City or project owner shall provide the initial test. The results of these tests must be available and meet acceptable levels prior to pouring. Re-tests and re-work of any area, as directed by the soils professional, shall be the responsibility of the Contractor.
B. Construct forms to conform to the shapes, dimensions and details shown on the Plans. All forms shall be true to lines, plumb, level and square.
C. Forms shall not leak, spread, shift or settle when concrete is placed.
D. All forms shall carry dead and live loads and shall not deflect more than 1/8" between supports after placement of concrete.
E. All forms shall be thoroughly soaked a minimum of twelve (12) hours prior to pouring of concrete. Forms shall be treated per manufacturer's recommendations.
F. Reuse of forms may be allowed at the discretion of the Inspector. Reused forms shall be cleaned and free of defects that would affect the final concrete finish.
G. Concrete footings shall be formed only when excavations slump or cave in. Over-excavate the trench or footing diameter to accommodate the forms' installation and removal. Apply water to moisten soil. Do not allow water to create mud or ponding.

3.02 Fiberglass Reinforcement

A. Install per manufacturer's instructions. Apply at the batch plant prior to delivery. Thoroughly mix fiber material to avoid "clumping".

3.03 Expansion Joints

A. Expansion joints shall be placed where vertical elements meet horizontal paving unless otherwise noted on the Plans. This shall include vertical expansion joints on play area curb walls, buildings, shade structures, walls and/or planters. The corners of the paving shall be tooled at the expansion joints. Trim exposed fibers which protrude above or beyond the finish surface of paving or the finish surface of the wall.

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3.04 Control Joints for Concrete Sidewalks

A. Control joints shall be per detail PK-32 with deep, straight and finished with rounded edges. Control joints shall be placed (on-center) a distance equal to the width of the concrete walkway, unless otherwise shown on the Plans. For example a ten-foot wide walkway shall have control joint placed ten feet on center.

3.05 Coloring Agent

A. Shall be mixed per manufactures recommendations.

3.06 Placement of Concrete

A. Do not pour concrete in weather below 40 degrees F. or when temperatures are predicted to fall below freezing within 24 hours, except with prior authorization.
B. Concrete shall be transit mixed according to ASTM C-94. Limit the quantity of water to the required strength. Concrete shall be of a consistency that it flows slowly into the forms.
C. Mixing of concrete shall be continuous commencing from the time water is added to the mix until such time that the concrete is poured. All concrete shall be placed within an hour of the time when water is first added.
D. Concrete shall be deposited up to the finished height of the forms and up to the adjacent joint. No partial pours will be allowed. Excess material shall be dumped on-site and later removed by the Contractor.
E. Thoroughly compact the concrete manually spading and tamping concrete into all corners of the forms and by utilizing a high-speed mechanical vibrator. Retain a standby vibrator on-site during the course of concrete work. When utilizing the vibrator, take precautions to avoid impact on the forms.
F. After obtaining uniform compaction, screen tamper all flatwork surfaces, screed and bull float to ensure that large aggregates are pushed below the surface. When it is practical to work on the surface, wood float, steel trowel paving to a uniform surface.
G. Concrete elements shall not exceed the following tolerances:
    1. Linear: 1/8”
    2. Slab deviation: 1/8” in 10‟

3.07 Finishes

A. Finishes shall be as shown on the Plans and shall be consistent in quality throughout the project. Medium broom finished concrete shall have clean, deep control joints spaced appropriately. No visible cracks or discoloration will be accepted. Finishes on vertical surfaces shall be consistent throughout. Vertical expansion joints are spaced as identified on the plans and are smooth with the

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finish surfaces. All edges for flatwork and vertical surfaces shall be eased at a consistent radius.

B. Upon completion of float finishing, provide the final finish as follows:
   1. Medium Broom Finish: shall be accomplished by pulling a stiff bristle broom across a floated surface. The direction of the broom shall be perpendicular to the path of travel, unless otherwise shown on the Plans.
   2. Medium Sandblast Finish: shall be accomplished by providing a uniformly textured medium sandblast finish to expose the sand particles in the mix. Sample finish shall be reviewed prior to pouring the concrete.

3.08 Removal of Forms

A. Forms shall remain in place as follows:
   1. For mass concrete work: 5 days.
   2. For other flatwork and other concrete work: 3 days.

B. Remove all bolts, nails, ties, wires, etc. a minimum of one inch (1”) below the surface of the concrete. Remove imprints, irregularities or other such defects and patch as directed by the Inspector.

3.09 Curing and Protection

A. Allow adequate time for the concrete to cure. In temperatures above 75 degrees F., ensure that the concrete surface remains wet for a period of seven (7) days minimum.

B. Protect all concrete from damage during the curing period. This shall include damage from sun, rain, flowing water, frost, mechanical injury, tire tracks, footprints, oil stains, etc. Should such damage occur, Contractor shall take immediate action to repair damage to the satisfaction of the City.

3.10 Clean-Up

A. During the course of this work, the area shall be kept clear and free of debris as realistically possible. Upon completion of concrete work, completely remove from the site all used forms, hardware, spillage, rejected work and other materials.

B. Remove from site furnishing posts all concrete “slobber”. Re-touch posts as necessary for a clean finish.

END OF SECTION

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SECTION 12 93 00
SITE FURNISHINGS

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

A. Furnish all labor, materials and equipment for the complete installation of all site furniture, including picnic tables, shade shelter, trash receptacle, and play surfacing, as shown on the Plans and as specified herein.

1.03 References

A. All play equipment shall meet or exceed the standards set forth by the Consumer Product Safety Commission (CPSC), comply with the Americans with Disabilities Act (ADA), meet all current ASTM standards and be consistent with State and local codes.

B. The play area surfacing shall meet or exceed the fall absorption/impact rates set forth by the CPSC guidelines and ASTM standards. The surfacing shall be an accessible surface and manufactured specifically for play areas.

C. Nothing in the Plans or Specifications is to be construed to permit work not conforming to regulating codes and standards. The Contractor shall furnish without extra charge any material and labor, when required, by the compliance with these rules and regulations, even though the work was not mentioned in these particular Specifications or shown on the Plans.

D. The product manufacturer shall supply complete Specifications for the installation of all site furnishings, including play equipment and play surfacing.

1.04 Submittals

A. Submittals for specified items are required. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". For the following items, also provide:

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1. Resilient Play Surfacing (i.e. resilient rubber surfacing material) Submittal shall include IPEMA certification of materials, the most recent impact absorption test results, and one square foot sample of each specified color mix.
2. Shade Shelter Submittals shall include color samples, manufacturer's materials and parts list, and installation instructions.
3. Engineered Wood Fiber Submittal shall include One pint sample of fiber.
   a) Manufacturer's test data identifying the critical height of material per specified surfacing depth.
   b) Certification of compliance with ASTM F1951 "Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment", current version.
   c) Certification of compliance with ASTM F2075 "Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment", current version.
   d) Manufacturer's flammability test data.
   e) Rubber mat product data sheet.
4. All items with "color as selected by City" shall include color samples.
5. Picnic Tables, ADA Picnic Tables, and Trash Receptacles shall be supplied by City and installed by contractor. City to provide installation manuals and parts list to contractor.

B. On the date of the Notice to Proceed, the Contractor shall immediately place the order to purchase all site furnishings, including the play equipment and play surfacing as specified on the Plans and as outlined herein. **Proof of all orders shall be submitted to the Project Manager within ten (10) working days of the Notice to Proceed.**

C. The Contractor shall submit a Certificate of Compliance from a third party certified playground inspector which verifies that the entire playground surfacing meets or exceeds regulated requirements as described in Section 1.03 above.

1.05 Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the miscellaneous site amenities. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Materials

A. Play Equipment shall be provided and installed by others.

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B. Swings shall be provided and installed by others.
C. Poured-in-place resilient surfacing shall be as shown on the Plans and as specified herein. The play surfacing shall be Tot Turf TPV Poured Surfacing as manufactured by Robertson Industries, contact Frank Horwath, (510) 433-0655 or accepted equal. Color as selected by the City.
    1. Thickness of surfacing shall meet or exceed ASTM F 1292-93 Thickness vs. Fall Height requirements. The topcoat shall be ½ inch thick.
    2. Color shall be selected by the City. For bidding purposes assume Color A is 50/50 black and green mix and Color B is 50/50 yellow and tan for remaining surface. For yellow, gold, red, and green colors use an aromatic binder. For blue, gray, purple, teal and tan colors use an aliphatic binder to preserve the color.
    3. Poured-in place resilient surfacing shall have a five (5) year warranty.
D. Engineered wood fiber shall be clean, engineered wood fiber, manufactured specifically for play areas.
    1. Engineered wood fiber manufacturer shall provide testing certification by an independent testing agency that the results comply with CPSC guidelines and ASTM standards.
    2. Engineered wood fiber shall meet the following requirements: ASTM F1951-99 (ADA Compliance Test) and ASTM F 1292-96 (Shock Absorbency).
    3. Manufacturer shall provide a Certificate of Insurance that shall provide coverage for products liability with the limit of liability not less than $1,000,000.
    4. The manufacturer shall also provide written guarantee for three (3) years from the date of installation against decay and biochemical degradation calling for replacement of defective materials during the guarantee period.
    5. Manufacturer certifies that the engineered wood fiber has been installed in not less than three (3) sites for periods of not less than three (3) years demonstrating the claims made with regard to these Specifications.
    6. Rubber Mats: Shall be at slide exists and swings and shall meet ASTM F1292 for a fall height not to exceed 3.5 feet. Minimum mat size is 3'-6"x3'-6" or as necessary to validate any warrantees.
E. Picnic Tables shall be provided by others and installed by contractor as shown on plans and as specified herein. The tables shall be as distributed by Miracle Play Systems, Inc. and (916) 317-0545 and as manufactured by Wabash Valley, (260) 352-2102 or accepted equal. Color as selected by the City.
F. ADA Picnic Tables provided by others and installed by contractor as shown on plans and as specified herein. The tables shall be as distributed by Miracle Play Systems, Inc. and (916) 317-0545), and as manufactured by Wabash Valley, (260) 352-2102 or accepted equal. Color as selected by the City.

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G. Age-Appropriate Play Area Signage shall provided and installed by others.
H. Trash Receptacle shall be provided by others and installed by contractor as shown on plans and specified herein. Trash Receptacle shall be 32 gallon receptacle with liner, dome top (model # TG3D33S). The trash receptacle shall be as distributed by Miracle Play Systems, Inc. and (916) 317-0545), fabricated by Wabash Valley, (260) 352-2102.
I. Shade Shelter shall be as shown on the Plans and as specified herein. The Shade Shelter shall be as distributed by Miracle Play Systems, Inc. and (916) 317-0545, and as manufactured by Custom Canopies, Inc. and (562) 464-4766 or accepted equal. Color as selected by the City.

PART 3 - EXECUTION

3.01 Installation

A. Contractor to provide experienced workers or subcontractors to install all site furnishings, including the play equipment and play surfacing described in these Specifications. The workers or subcontractor must demonstrate that at least five (5) similar play structures and five (5) play surface applications similar to that specified for this project have been installed in the last three (3) years.
B. All site furnishing, including play equipment shall be installed per manufacturer's instructions.
C. Engineered wood fiber shall be blown in place to avoid damage to adjacent improvements unless specifically approved by City.
D. Poured-in-place rubber play surfacing and access ramps shall be installed as shown on the plans. Install poured-in-place rubber over a 4" thick aggregate base. The rubber base coat shall be as required by critical fall height of play structure and the rubber topcoat shall be 1/2", per manufacturers recommendations. Apply the appropriate binder with all finished poured-in-place rubber surfaces based on color as outlined in Section 2.01 J and per manufacturer's instructions. Installation of poured-in-place rubber surfacing shall be performed by an International Playground Equipment Manufacturer Association (IPEMA) certified and experienced installer. Submit a copy of the installer's certification prior to installation. "Experience" is as defined in 3.01 A above.

   For Aggregate base: Grading to be +/- .375 (3/8") inside the play area. 4" minimum thickness. Applied as follows:

   Step 1 Install 2", compact
   Step 2 Apply by hand Portland cement to entire surface
   Step 3 Apply ¼" water to entire surface
   Step 4 Repeat Steps 1, 2, & 3 to attain required thickness

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Jumper compactor equipment to be utilized along outside perimeter of play area curb. Compaction test shall be performed to verify that the aggregate is compacted to 95%. Base (aggregate) must be sloped per ADA requirements.

E. Heights of tables shall be as follows, unless otherwise required by ADA; California Title 24 or other code requirements:

Description	Height Above Finish Grade
Table Surface Height	34” Maximum
Knee Space Height	27” Minimum Clear Space
Knee Space Depth	17” Minimum from edge of table to nearest obstruction under table top
Width of Knee Space	30” Minimum clear width beneath table
Bench Surface Height	16” Minimum, 18” Maximum

F. Heights for play equipment, including ramps and transfer decks shall comply with the approved recommendations by the U.S. Architectural and Transportation Barriers Compliance Board: Play Facilities Regulatory Negotiation Committee.

G. For play equipment, locate all footings prior to installation of drain lines. Adjust drain lines to accommodate play structure footings. Provide appropriate fall zones as shown on the Plans and per applicable codes and guidelines.

H. All footings shall be Class A concrete with 3/4” maximum size aggregate, unless otherwise noted. Footings shall be in accordance with Caltrans Standard Specifications, Section 90. Install all footings below finish surface. In paved areas, install paved surface over footing for a clean finished surface as shown on the Plans.

I. Carefully install all furnishings and equipment without disturbance to adjacent finishes. Contractor shall be responsible for the damage and subsequent repairs of damaged finished product.

3.02 Cleaning

A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.

B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

PART 4 - WARRANTY

4.01 General

A. Contractor shall warranty all site amenities included under this Section.

B. Contractor shall also provide a written warranty covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.

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C. Submit written warranty on company letterhead addressed to the City when providing As-built drawings.
D. Contractor shall submit to the City, upon completion of work, a Certificate of Compliance by a third party certified playground inspector for the installation of the safety surfacing. Certification shall include testing for compliance of ASTM 1292 (Impact Attenuation of Surfacing Systems under and around Play Equipment). All tests, including re-tests, shall be the responsibility of the Contractor. Submit all test results to the City.
E. Submit maintenance manual for poured-in-place resilient surfacing.
F. Contractor shall submit to the City, upon completion of work, critical fall criterion used to certify all play surfacing material.
G. Attach cut sheets of installed items to the warranty.

END OF SECTION

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Not for Bidding

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Not for Bidding

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Not for Bidding

SECTION 31 10 00
CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

A. Preserve and protect existing site amenities to remain, including, but not limited to, trees, shrubs, underground utilities and other improvements as shown on the Plans. Protection of work shall include affected improvements on adjoining properties.
B. Scope of work includes: site preparation, removal of debris, staging of equipment and materials and securing the site for construction.

1.03 Related Work

A. Section 31 20 00: Earthwork
B. Section 01 57 23: Storm Water Pollution Control

1.04 Protection/Replacement

A. Prior to demolition, erect protective fencing a minimum of one foot (1') beyond the canopy of all trees to remain. The radius of the canopy shall be measured from the longest branch furthest from the trunk. Refer to the environmental document for additional requirements for protective fencing on other existing natural features. For work within or near protected trees, a tree permit may be required.
B. If public use is to be maintained on unaffected portions of the project site, the Contractor shall be responsible for directing pedestrian and vehicular traffic safely around the construction zone. Utilization of temporary fencing, barricades, signage, etc. shall be the responsibility of the Contractor. Safe detours shall be available to the general public at all times during the course of construction.
C. Protection of existing site improvements shown to remain, including, but not limited to, fencing, signs, benches, picnic tables, play structures, shade structures, drinking fountains, concrete paving, concrete wall and curbs,

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decomposed granite paving, asphalt concrete paving, recreational site improvements, etc. are to be protected and preserved.

D. The Contractor shall be responsible for any damage to and maintenance of all existing street improvements, drainage facilities and irrigation systems and to re-establish these improvements to their original condition as soon as possible after completion of the work in the area, to the complete satisfaction of the Project Manager and Inspector. Realignments or modifications to the existing facilities as shown on the plans are accepted.
E. Survey monuments and markers either shown on the Plans or encountered during the course of construction shall be protected and preserved. The Contractor shall notify the Inspector upon discovery of an unmarked monument, at which time, arrangements for the relocation or adjustment of the monument will be determined. All costs associated with the relocation or adjustment of these monuments shall be the Contractor's responsibility.
F. Burning or burying removed material on-site is prohibited.
G. Where the removal of specific material creates an open hole, pit, trench or other depression, the Contractor shall immediately backfill and compact the areas consistent with requirements outlined in Section 31 20 00 of these Specifications.
H. All items identified in the Plans to remain or identified in the field to remain, removed in error by the Contractor, shall be repaired or replaced to match in equal or better construction, at no cost to the City. The quality of the repair or replacement shall be measured as that existing at contract award.

PART 2 - PRODUCTS

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PART 3 - EXECUTION

3.01 Pre-Construction Site Review

A. Contractor shall review existing site conditions with the Inspector prior to start of construction and document any conditions which adversely affect the satisfactory execution of the work and final acceptance of the project.
B. Commencement of work constitutes acceptance of existing conditions. The Contractor shall, at his expense, be responsible for correcting all unsatisfactory and defective work.

3.02 Clearing

A. Completely remove trees, shrubs, stumps, vines, rubbish/debris, undergrowth, deadwood, structures, and other elements identified to be removed and/or which interfere with the construction as shown on the Plans and as specified.

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B. Obtain verification from the Project Manager for non-identified items scheduled to be removed prior to actual removal.

3.03 Grubbing

A. Remove all stumps, roots, grasses and weeds in its entirety. Apply systemic weed killer. Confirm weed kill prior to removal.
B. Once surface material is removed, the Contractor shall stockpile the top twelve inches (12”) of topsoil for use during the final grading phase of work. This soil shall be free of rocks, debris, roots and other undesirable material.

3.04 Utilities

A. Contact USA Alert (800) 642-2444 prior to commencement of any demolition or excavation work. Provide a minimum of 48 hours’ notice. Verify all utilities entering into and their locations within the project site.
B. Where utilities lie within the project site, but are not a part of the project, the Contractor shall cooperate with the agency or utility company having jurisdiction to maintain its use and the integrity of the structure.
C. Where utilities enter into the project site and taps, connections to or extensions of the utility are identified in the Plans, the Contractor shall coordinate all work with the agency or utility company having jurisdiction to minimize or eliminate disruption of use by the adjacent properties.
D. Verify that all utilities, shown to be removed on the Plans, are inactive and turned off prior to disconnection and/or re-routing, prior to demolition.

3.05 Debris Removal

A. All materials removed as a part of this contract shall become the property of the Contractor and shall be legally disposed of off-site, unless otherwise noted on the Plans.
B. Where a portion of a concrete slab, curb or wall and asphalt concrete paving or curb is to be removed, the concrete shall be cut with a concrete saw at a 90 degree angle so that the edge of the remaining concrete shall form a neat, straight line. Conform to the City of Roseville Design and Construction Standards, latest edition.

END OF SECTION

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SECTION 31 20 00
EARTHWORK

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
C. The standards set forth in the Caltrans Standard Specifications, latest edition, shall be in addition to the standards provided herein.
D. The requirements set forth by CAL OSHA shall be in addition to the standards provided herein.

1.02 Description

A. Provide all labor, operations and materials necessary for earthwork, including, but not limited to, staking and surveying, grading; excavating; installation of facilities necessary to perform excavation and subsequent removal of such facilities upon completion of work; subgrade preparation; backfilling; and other incidental items necessary for a complete project.
B. This project is a balanced cut and fill project.
C. The intent of the grading plan is to provide positive drainage and to maintain slopes on walkways as required by the Americans with Disabilities Act and California Title 24 throughout the project site. The Project Manager shall be notified immediately of any discrepancies between the Plans and actual field conditions and/or conflicts between the design and code requirements.

1.03 Related Work

A. Section 31 10 00: Clearing and Grubbing
B. Section 33 00 00: Utilities
C. Section 32 84 00: Irrigation System
D. Section 32 90 00: Planting
E. Section 01 57 23 Storm Water Pollution Control

1.04 Quality Assurance

A. All work shall conform to local codes and regulations, including standards set forth in the Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation (Caltrans), Chapter 70 of the Uniform Building Code and ASTM.

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B. Relative compaction shall be the in-place dry density of soil denoted as a percentage of the maximum dry density of the same material. This shall be as determined by ASTM 1557. The optimum moisture is measured by the water content which corresponds to the maximum dry density.
C. Upon discovery of unforeseen subsurface site conditions, the Contractor shall notify the Inspector immediately.
D. Upon discovery of hazardous materials, cease all activity and immediately contact the Fire Department.

1.05 Protection

A. Provide and install all supports, shoring, bracing, underpinning, sheet piling and other methods for the sides of excavations necessary for ensuring safe working conditions for the workmen and to protect adjacent improvements to remain.
B. Provide any and all protection measures necessary to ensure the protection of the workmen, the general public, including children and the project site. These protection requirements remain the Contractor's sole responsibility throughout the duration of the project, including non-working hours.
C. Do not obstruct vehicular, bicycle or pedestrian thoroughfares, unless previously accepted by the City. Provide safe and adequate detours around the construction as required by City and State regulations.
D. Trenches shall be covered at all times when work directly associated with the trenches is not occurring, including non-work hours.
E. During the course of construction, the Contractor shall ensure that surface drainage does not create a nuisance onto adjacent properties.

1.06 Erosion Control Measures

A. Construction site is under 1 acre and therefore does not require a SWPPP. The contractor shall have the minimum erosion and sediment control measures in place as required by the State of Califorina Best Management Practices for Erosion Control and must comply with General Conditions 5-1.20 Water Pollution. If construction is in progress, the Contractor shall ensure that the construction site is prepared prior to the onset of any storm. At a minimum, erosion control measures shall include:
    1. Drainage area protection
    2. Dust/mud control
    3. Drain inlet filters
    4. Straw wattles

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PART 2 - PRODUCTS

2.01 Base Rock

A. Class 2 aggregate base per Caltrans Standard Specifications, latest edition.

2.02 Drain Rock

A. Drain rock shall be Class 2 permeable, washed, unbroken stone or gravel. Material gradation shall conform to the following:

Sieve Size	Percent Passing
1 inch	100
No. 4	20-50
No. 50	0-10
No. 200	0-5

2.03 Pea Gravel

A. Pea gravel shall be natural stone, free of clay, shale or organic matter, and shall conform to the following:

Sieve Size	Percent Passing
3/8 inch	100
No. 4	47
No. 8	2
No. 16	1

2.04 Fill

A. Structural Fill shall conform to Caltrans Standard Specifications or the accepted site-specific geotechnical report generated for the project.
B. Fill for non-structural areas shall conform to the following standards:
   1. Plasticity: ASTM D4318-84
   2. Expansion Index: No greater than twenty (20)
   3. Testing: UBC 29-9 and ASTM D422-72
   4. Particle Size: No greater than one inch (1”)

2.05 Topsoil

A. The top eight to ten inches (8” – 10”) of native soil containing more than three percent (3%) organic material. Topsoil shall be free of rocks no larger than one inch (1”) in diameter, free from subsoil, roots, heavy or stiff clay, course sand, destructive seeds, noxious chemicals, brush, debris, litter and other undesirable materials.
B. For any import soil to be used in turf/planting areas, submit a soils analysis with soil amendment recommendations (for plant growth) for review and acceptance prior to placement on-site. Soils test information shall be as outlined in Section 32 90 00: Planting – 1.06.

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2.06 Soil Sterilant

A. Sterilizer shall be standard, quick-acting, short-lived and non-selective weed and grass killer, commonly used under roadway/transportation projects. Application of the sterilant shall pose no short or long term health threats to the installer or the general public. Submit analysis for approval prior to applying.

2.07 Sand

A. Granular, fine, free of organic matter, mica, loam or clay material.

PART 3 - EXECUTION

3.01 Construction Staking

A. The layout of all work shall be performed by a California State licensed land surveyor provided by the Contractor.
B. Notify the Inspector immediately of any discrepancies between actual field conditions and the Plans. Minor field adjustments may be necessary in order to fulfill the intent of the Plans.
C. Non-notification of discrepancies between actual field conditions and the Plans by the Contractor, in writing, shall indicate his acceptance of such field conditions. Adjustments/modifications to the construction to accommodate the inconsistencies (without notification) shall be at no additional cost to the City.

3.02 Excavation

A. All excavations shall be as noted on the Plans. Excavations shall include accommodation of base material.
B. Do not over-excavate. Excavations shall provide appropriate space to install shoring, bracing, formwork, etc, as needed to ensure the safe and proper construction of the work.
C. Take every precaution to prevent water from entering, softening, and undercutting excavated areas, including, pits, footings, trenches, etc.
D. Notify the Inspector immediately upon discovery of unsatisfactory soils materials or unforeseen site conditions. Excavation shall include the complete removal of the unsatisfactory material and its legal disposal thereof.

3.03 Site Grading

A. A grading permit is required to be obtained by the Contractor prior to commencing any earthwork.
B. Grading shall include adjacent transition areas, new elevations/contours as shown on the Plans. All subgrade areas shall be graded parallel to the finish grades and contours and shall be uniform in slope. Transition areas shall provide a smooth connection between new and existing grades and shall not create additional drainage or ponding onto adjoining properties.

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C. Surface grades shall provide for positive drainage away from structures and footings, and shall be uniformly smooth throughout.
D. Rough grading shall:
   1. Be graded to a tolerance of 0.10 feet, plus or minus for planted and turf areas.
   2. Be graded with a tolerance less than .04' from specified grade and cross section for subgrade in which pavement, curbs and other structural elements are to be placed immediately above.
   3. Provide a subgrade surface free of exposed rocks, stones and boulders.
   4. Provide a subgrade surface free of depressions, pits, etc., with proper backfill and compaction. See paragraph 3.04 below.

3.04 Placement of Fill Material

A. Prior to placement of fill material, the Contractor shall:
   1. Obtain approval of the subgrade surface from the Inspector.
   2. Scarify, dry and compact soft and/or wet areas.
   3. Remove and replace unsuitable subgrade material to the satisfaction of the Inspector.
   4. Take all necessary corrective action.
B. Do not use topsoil as fill or backfill material, unless otherwise accepted in writing.
C. Fill shall be placed in the following manner:
   1. Accepted engineered fill material for structural slabs and areas to be paved shall be placed in six-inch (6") loose thickness, uniform layers over the entire area.
   2. Fill material in planted areas shall be placed in twenty-four inch (24") maximum loose thickness throughout the areas to receive fill.
D. Aerate or water each lift to obtain the required compaction rate indicated on the Plans. Thoroughly mix material to ensure proper moisture content for compaction. Repeat the operations until grades, as shown on the Plans, are obtained. Jetting of trenches shall be reviewed and accepted by the Inspector prior to performance of work.
E. Do not place fill when the subgrade is frozen, muddy or wet. Allow conditions to thaw and dry out before resuming operations.
F. Use hand tampers or vibrating compactors around foundations walls, retaining walls and other structural elements. Do not use large equipment in these areas and do not begin compaction operations until the bearing surfaces have reached its design strength.
G. Fill around existing trees to remain shall not exceed twelve inches (12").
   1. Minor fill (6" or less) shall utilize topsoil and shall be placed by hand. Do not cover crown of trunk. Feather grades to the extent possible.

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2. Fills between 6” and 12” shall utilize 3/4” pea gravel on grade, placed up to three inches (3”) below finish grade. Apply topsoil, by hand, to meet finish grade elevations. Feather grades to the extent possible.

H. Construct mounds from on-site material. The core of the mound (1’ below finish elevations) shall be compacted to 90%. The top twelve inches (12”) shall be compacted to 85%. Place topsoil in the top twelve inches (12”).

I. Place topsoil in all turf and planting areas a minimum of twelve (12) inches deep. See Section 31 10 00, 3.03-B: Clearing and Grubbing.

3.05 Trenching, Backfilling and Compacting

A. For trenches greater than five feet (5’) in depth, submit an OSHA permit related to the work.

B. All trenches shall be straight, true and cut vertical at 90 degrees to the surface plane.

C. For trenches through existing paved surfaces, use a concrete saw or other tool to achieve straight, clean lines. Replace paved surface to the same or better condition as existing prior to cut.

D. Do not over-excavate. Maintain bearing surfaces true, level and undisturbed to the extent possible.

E. Trenches shall be kept dry and frost-free. Do not allow standing water to collect.

F. Do not allow trenches to remain exposed at any time when work directly related is not occurring. Cover all trenches during non-work hours.

G. Bedding for all trenches to receive pipes shall be as follows:

1. Bedding material shall be consistent with the City of Roseville Design and Construction Standards, latest edition.
2. Pipe shall lie completely on bedding. Pipe fittings or joints shall not bear weight.
3. Bedding shall be uniform throughout the length of pipe.

H. Initial backfill for storm drains, sewer lines and electrical conduit shall conform the applicable City standard set forth by the Department having jurisdiction.

I. Backfill beyond the initial operations shall be native soil, placed in twelve-inch (12”) lifts. Compaction for trenched areas shall be 95% for parking lot, driveway and roadway areas; 90% for hardscape (i.e. walkways, picnic pads basketball and tennis courts); and 85% in areas to be planted. Place topsoil over trenches in planted areas. Upon completion, all trenches shall be filled flush with adjacent finish grades.

J. Compaction tests shall be required for trenched areas, hardscape areas and areas where fill over two feet in depth will be placed. The Inspector shall determine the number of tests and the locations. Re-tests shall be the Contractor’s responsibility.

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K. Potholing shall be required in areas where existing utilities are indicated. Hand digging may be required.

3.06 Soil Sterilant

A. Soil sterilant shall be applied to areas where paving is to be installed. The worker applying the sterilant shall take every precaution to avoid overspray of sterilant onto areas to be planted. The sterilant shall be placed no further than six inches (6”) beyond the edge of pavement.
B. Soil sterilant shall not be applied in inclement weather and windy days.

3.07 Drainage Areas

A. All bare areas, regardless of slope, within 50 feet of natural drainages shall be covered with straw and pressed in place.
B. No grading or trenching, except as required for erosion or sediment control, shall occur within 35 feet from the centerline of perennial and intermittent drainage swales between October 5 and April 1 unless approved by the Engineering Division, as well as any other governmental agency which may have additional jurisdiction and/or requirements.

3.08 Dust/Mud Control

A. Adjacent Streets: Adjacent street frontages shall be swept at least once a day to remove silt and other dirt which is evident from construction activities.
B. Construction Vehicles: The Contractor is responsible for cleaning construction vehicles leaving the site on a daily basis to prevent dust, silt, mud and dirt from being released or tracked offsite. Adjacent streets shall be swept clean daily.
C. Grading Spoils: Dry stockpiles of soil shall be watered to prevent the generation of airborne dust. Trucks transporting dry soil shall be covered with tarpaulins.
D. Water: Water shall be sprayed on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities. The exposed earth shall be watered throughout the day to minimize dust. The Contractor shall obtain a hydrant permit from the Environmental Utilities Department.
E. Wind Allowances: Grading activities shall be restricted or halted when winds exceed 15 miles per hour as deemed necessary by the Public Works Inspector.

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SECTION 32 84 00
IRRIGATION SYSTEM

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

A. Furnish all labor, materials and equipment for the complete installation of an automated irrigation system, including all necessary appurtenances for proper operation, noted or implied, as shown on the Plans and as specified herein.
B. Water usage, meter costs, connection fees, testing and other associated utility costs are considered direct costs and is the responsibility of the Contractor until the project is accepted.
C. Adjustments to existing rotors as required to maintain head to head coverage within the project improvements area.

1.03 Related Work

A. Section 32 90 00: Planting

1.04 Quality Assurance

A. All work shall comply with local and state laws, codes, regulations and requirements which govern any portion or all of the work contained in this Section. These include, but are not limited to, the latest editions of:
   1. City of Roseville Park Construction Standards,
   2. City of Roseville Design and Construction Standards,
   3. City of Roseville Electric Department Standard Specifications,
   4. Local, state and federal electrical codes, manuals and guidelines, and
   5. Local, state and federal plumbing codes, manuals and guidelines.

1.05 Submittals

A. Submittals for specified items are not required for Parks or Streetscape projects, unless specifically listed below. However, submittals are required for any proposed substitutions or deviations from the parks Plans or Specifications. For Streetscapes, no substitutions will be accepted. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified

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and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting “as specified” or “substitution proposed”. Submittals are required on the following items:

1. Shrub Bubbler
2. Remote Control Valve, Quick Coupling Valve, Gate Valve
3. Splice Box, Valve Box
4. Control Wire
5. PVC pipes, fittings
6. Decoders, grounding equipment, waterproof connectors

1.06 Explanation of Drawings

A. The drawings are diagrammatic and do not reflect all offsets, fittings and other miscellaneous items required for a complete and operable irrigation system. It shall be the Contractor’s responsibility to investigate all existing site conditions, become thoroughly familiar with the site, and provide all labor, materials and equipment required for the installation of the irrigation system.

B. Avoid conflicts between other trades and the installation of the irrigation system. Minor adjustments to avoid such conflicts shall be made in the field. Major discrepancies between actual field conditions and the Plans shall be brought to the attention of the Project Manager. The lack of notification shall indicate that the Contractor assumes full responsibility for any revision deemed necessary to ensure proper installation.

1.07 Product Delivery, Handling and Storage

A. All materials shall be delivered bearing manufacturer’s label with size, type and model number (if applicable) clearly marked.

B. All pipe shall be delivered in a vehicle which allows the material to lie flat without concentrated weight or stress at any point.

C. Unload all materials with care so as to avoid damage. Store materials in a covered area and do not expose PVC pipe to extreme sun or heat. Store pipe lying flat.

D. Do not install any material that has been damaged. Replace all material found to be damaged.

1.08 Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the irrigation system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.

B. Dimensions shall be recorded from two (2) permanent points of reference.

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C. The City may at its discretion withhold progress payments to the Contractor if the as-built records are not updated to the satisfaction of the City.

PART 2 - PRODUCTS

2.01 General

A. All materials specified shall be new, bearing the brand name, type, serial numbers and model number as shown on the Plans and as specified herein, unless otherwise accepted in writing.

2.02 Backfill Material

A. Backfill shall be clean, screened, on-site material, free from organic material, large clods of earth and/or rock larger than one (1) inch in diameter, trash, debris, rubbish, tree trunks, broken concrete or asphalt and other unacceptable material.

B. Material larger than one (1) inch shall be removed from site and legally disposed. All removal shall be the responsibility of the Contractor.

2.03 Meter- n/a

2.04 Backflow Prevention Device- n/a

2.05 Filter (Recycled Water Only)- n/a

2.06 Flow Sensor and Master Valve- n/a

2.07 Booster Pump- n/a

A. Customflow Quality Booster Pump by V-Power Equipment, Inc. (888) 830-8025.

B. Provide technical startup support, pump certification and 30 month following delivery warranty by V-Power Equipment, Inc.

C. Variable Frequency Drive Control Panel with Fuji Eco Drive, NEMA 12 enclosure, main disconnect, DC choke, panel cooling fan, HOA switch on panel door, 110 volt transformer for controls and external fan, Terminals for wire connections, (2) Pump start relays for irrigation controller controls, ETL/U.L. 508A Listed and proprietary programmed for City of Roseville standard operation by Custom Pump & Power, Inc.

D. IFM Efector PA3224 transducer is rated for 0-145PSI and adjustable through the VFD.

E. Enclosures to be sized to fit pump, VFD, valves, bypass, transducer and pump inserted Hot Stop temperature protection to be activated at 120 degree with manual reset mounted on the VFD panel door. Flange connection for inlet and outlet outside the enclosure. Standard enclosure to be fitted for padlock and

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have a shock assisted opening on the front. Larger enclosures with removable doors with built in lock with the 402 key. All enclosures to be steel and powder coated dark green.

F. Installation by licensed contractor as shown on plans and connect power wires from meter pedestal and 24-volt control wire from the controller to the VFD line connectors inside the enclosure.

2.08 Pipe

A. PVC Pressurized Mainline

1. For lines three inch (3”) or larger: polyvinyl chloride (PVC) 1120-1220, SDR 21, Class 200 rubber gasketed pipe, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM
Pipe	D1784, D2241
Rubber Gasket	F477

2. For lines two and one half inches (2-1/2”) or smaller: Schedule 40 polyvinyl chloride (PVC) 1120-1220, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM
Pipe	D1784, D1785

B. PVC Non-Pressurized Lateral Lines

1. Schedule 40 polyvinyl chloride (PVC) 1120-1220, SDR 21.0, NSF accepted per Standard No. 14, Type 1, Grade II.

2.09 Fittings and Nipples

A. Fittings for Mainline Pipe:

1. For all connections on mainlines two and one half inches (2-1/2”) or smaller, use glued schedule 40 fittings.

B. Fittings for Solvent Weld Pipe:

1. Schedule 40 for 2 ½” pipes or smaller and Schedule 80 for 3” pipe and larger polyvinyl chloride (PVC), standard weight, conforming to ASTM D2466-73. Use Schedule 80 for all recycled water systems.
2. Weld-on #P-70 primer and Weld-on #711 gray glue or accepted equal.
3. Teflon tape for all threaded PVC fittings.

C. Plastic Nipples shall be Schedule 80, Type 1, Grade 1, polyvinyl chloride (PVC), threaded at both ends, and conforming to ASTM D1784 -85. Nipples shall be uniformly gray.

2.10 Swing Joints

A. Swings joints shall be as shown in the City Parks Construction Standard detail. Schedule 40 threaded PVC triple swing joints or an accepted equal.

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2.11 Electric Remote Control Valve

A. Sizes as shown on the Plans. All valves shall be Rainbird PEB series or accepted equal and shall contain the following:
   1. a globe-type electric remote control, normally closed diaphragm type with slow opening and closing action,
   2. encapsulated solenoid type actuation,
   3. a minimum rating of twenty-four (24) volts,
   4. sixty (60) cycle,
   5. two to five (2-5) watts,
   6. a manual flow adjustment with shut-off provisions,
   7. provisions for an external “bleed” of the diaphragm chamber for manual operation.
   8. a ball valve on the inlet.
   9. Schedule 80 PVC threaded fittings from saddle tap to POC to valve.

B. Valve boxes shall be rectangular, rigid plastic valve boxes with lockable lids and extensions by Carson Industries, LLC or accepted equal. Valve box shall be sized appropriately to house entire valve assembly with space to accommodate maintenance access.
   1. Boxes shall be colored green in potable applications, and purple for recycled water applications.
   2. Valve boxes used on recycled water systems shall be permanently colored purple through the manufacturer. Boxes painted purple will be rejected.
   3. Label lids using heat branded identification, T:Turf, S:Shrubs, B:Bubblers

C. Controller station identification number shall be standard yellow tags with permanent numbers by Christy or accepted equal.

2.12 Root Watering System- n/a

2.13 Irrigation Heads

A. All irrigation heads shall conform to type, size, precipitation rate, gallons per minute discharge, pressure and throw radius as shown on the Plans, unless otherwise accepted in writing.

B. In all available models, all irrigation heads shall have stainless steel risers, unless otherwise approved in writing.

C. Irrigation heads shall have built-in pressure regulation for pop up sprays and/or water-efficient heads.

D. Include built-in check valve where applicable to prevent low head drainage.

2.14 Drip Irrigation- n/a

A. Sub-surface dripline.

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1. Flexible polyethylene tubing shall have factory-installed pressure-compensating, inline emitters spaced evenly per listed spacing.
2. Emitter shall incorporate elemental or ionic copper root intrusion prevention technology, and shall be warranted by the manufacturer to be free of emitter plugging due to root intrusion for a period of fifteen (15) years minimum.
3. Emitter shall have a built-in check valve that will hold back, at minimum, an 8.5' column of water.
4. Dripline for use with recycled water systems shall be properly and permanently marked for non-potable use.

B. All fittings shall be constructed of injection molded, brown plastic having a nominal outside dimension of 17mm (0.56”). Female and male threaded ends shall be capable of mating to standard PVC pipe with tapered threads.

C. Line flushing valve
1. Valve shall be schedule 40 PVC ball valve with brass hose thread adapter.
2. Valve box shall be rigid plastic, with lockable cover by Carson Industries, LLC or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.
3. Drip system operation indicator shall be Rainbird 1812 Pop-up spray body with 4-VAN nozzle set to 0-degree pattern, with Rainbird SA-125050 swing assembly and XFF-TFA barbed bt ½” FIPT fitting, or accepted equal.

D. Pressure Regulating Filters shall be Rainbird PRB Pressure Regulating Basket Filter, or approved equal, and shall include: Basket style body and jar-top cap constructed of heavy-duty glass-filled, UV-resistant polypropylene, with 150 PSI (10,3 bar) operating pressure rating. Standard 200 mesh (75 micron) filter screen constructed of stainless steel attached to propylene frame. Normally-open in-line pressure regulating device, constructed of durable, UV resistant non-corrosive material able to accommodate an inlet pressure rating of not less than 150 PSI (10,3 bar), with preset outlet pressure of approximately 40 PSI (2,8 bar).

2.15 Thrust Blocks

A. All thrust blocks shall be concrete. The size of the blocks shall be determined by the average safe soil-bearing load of 700 lbs. per square foot.

B. Polyethylene sheeting at thrust blocks shall be 6mil.

2.16 Quick Coupler Valves

A. For potable water, quick coupling valves shall be Rainbird #44LRC or accepted equal. For recycled water, quick coupling valves shall be Rainbird #44NP lockable or accepted equal. All quick coupling valves shall be:
1. brass or bronze with one (1) IPS female pipe connection,
2. two piece body with a removable upper portion (for replacement), and

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3. durable yellow covers for potable and purple for recycled.

B. Valve keys shall be brass or bronze and shall be of the same manufacturer and size as the valve.

C. Valve box shall be rigid plastic, a minimum of ten inches (10”) in diameter with lockable cover by Carson Industries, LLC or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.

2.17 Manual Valves- n/a

A. For pipe four inches (4”) and larger gate valves shall be:
   1. located where shown on the Plans,
   2. flanged with Class 125 cast iron body,
   3. bronze trimmed with a non-rising stem,
   4. square operating nut,
   5. able to withstand a cold water pressure of 150 pounds per square inch, and
   6. sized to match the pipeline which the valves serve, unless otherwise shown on the Plans.

B. For pipe three inches (3”) or smaller and on pipes which feed directly into a remote control valve, ball valves shall be installed and shall:
   1. allow for manual operations,
   2. rapid on/off , drip-tight shut-off control,
   3. be constructed of bronze or brass with heavy-duty handle,
   4. operate up to 22 gallons per minute,
   5. operate between 15 and 150 pounds per square inch, and
   6. be sized to match the pipeline which the valves serve, unless otherwise shown on the Plans.

C. Valve box shall be rigid plastic, a minimum of ten inches (10”) in diameter with extensions and lockable cover by Carson Industries, LLC, as shown on the Plans or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.

2.18 Automatic Irrigation Controller- n/a

A. Automatic controllers shall be Calsense CS3000 or accepted equal. Each controller shall include:
   1. CS3-LR – Calsense Local Radio,
   2. FM-B – Flow Meter (Brass),
   3. CS3-SS1 or CS3-SS1-D – Stainless Steel Enclosure with:
      a) CS3000 Transient Protection
      b) TP-110 – AC Line Protection,
      c) LR-STUBBY – Antennae w/2ft cable
      d) On/Off Switch

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e) GFI electrical outlet inside enclosure.

When multiple controllers are used, include:

1. CS3-FL – Flowsense software (for multiple controllers sharing POC and/or communications)
2. CS3-MSSE-KIT or CS3-SR-KIT – Hardwire or SR radio,

When multiple flow sensors are used, include:

6. CS3-2WIRE-OPT & CS-2W-POC (one per POC) – Additional Flow Meter interface.

B. Communication wire between controllers shall be Paige Cable P7171D or accepted equal.

2.19 Control Wires

A. Direct burial solid copper wire AWG-U.F. 600 volt.
B. Common wire and two spare wires shall be minimum #12-gauge.
C. Pilot wires shall be red, minimum #14-gauge. Wire gauge shall be, at minimum:

Wire Gauge	#14	#12	#10	#8
Max. Distance (ft.)	2,500	3,250	4,000	4,800

D. Splices:
1. Wire connections at remote control valves only shall utilize 3M direct bury splice kit model #DBY (yellow) or model #DBR (red).
2. All other splices, including line splices, connections to flow meters and other sensors, shall utilize 3M Scotchcast 3570G Connector Sealing Packs, no known equal.

E. Wiring colors shall be:

USE	**COLOR**
Flow	Yellow
Master	Blue
Pump	Black
Valves	Red
Common	White
Spare	Orange
Tracer	Green

2.20 Sleeves

A. Schedule 40 PVC 1120-1220 and two times the diameter of the pipe to be accommodated by the sleeve, one (1) for control wires and one (1) for main line, and one (1) for lateral lines.
B. Maximum one (1) line per sleeve.
C. Add one (1) spare, same size as largest.

2.21 Tracer Wire

A. Insulated solid copper wire, minimum #12 gauge. Color shall be green.

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Not for Bidding

2.22 Bubblers

A. All irrigation bubblers shall conform to type, size, precipitation rate, gallons per minute discharge, pressure and throw radius as shown on the Plans, unless otherwise accepted in writing.
B. Irrigation bubblers shall have built-in pressure regulation for pop up sprays and/or water-efficient heads.
C. Include built-in check valve where applicable to prevent low head drainage.

PART 3 - EXECUTION

3.01 Site Conditions

A. Prior to start of irrigation work, review the site conditions to verify that stub- outs, points of connections, sizes of the points of connections, water pressure and other essential items necessary for irrigation work to commence are as shown on the Plans and as indicated in the Specifications.
B. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of irrigation work.
C. Review with Parks Inspector of existing heads in conflict with site improvements. Adjust as needed to provide head to head coverage within the project area.

3.02 Coordination of Work

A. Coordinate all work with other trades.
B. The irrigation plan is diagrammatic. Whenever possible, locate all pipes in planted or turf areas. Do not scale off of the Plans. Where field conditions have changed, notify the Inspector immediately.

3.03 Excavation and Trenching

A. Trenches shall be dug straight and in such a manner as to completely support the pipe continuously along the bottom of the trench. In rocky conditions, over-excavation and placement of clean bedding material may be required to ensure protruding rocks do not place undue stress on pipes. Trench layout shall follow that shown on the Plans, except where accepted by the City.
B. The following minimum cover shall be provided for pipe:

Pipe Type	Minimum Cover
Pressurized Mainlines	24”
Non- Pressurized Lateral Lines	18”
Domestic Water Lines	24”
Control wires	24”
PVC Sleeves under Paving	18”
PVC Sleeves under Auto X-ings	24”

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C. Install detection wire, looped in and out of valve boxes and attached to all irrigation mainlines.
D. High voltage wires shall not be installed in the same irrigation water line trench.

3.04 Testing and Flushing

A. Pressure Testing shall occur only when the following conditions can be fulfilled:

Item Description	Condition
Quick coupler valves	Installed and capped
Electric remote control valves	Installed
Flow valve	Installed and open
Ball/Gate valves	Installed and open
Lateral lines	Disconnected
Welded PVC joints	Cured at least 24 hours
Pipe	Center loaded with backfill
Concrete Thrust Blocks	Installed and cured at least 48 hours
Couplings and fittings	Exposed
Detection wire	Installed

B. A pressure gauge shall be installed at the lowest point of the line. Continuous pressure shall be applied at a rate of 125 psi for all mainlines. The pressure shall remain stable for a minimum of two hours with no detectable leakage. Upon completion of the test, a complete examination of the line shall be conducted by the City. Leaks resulting from the test shall be repaired and the line shall be re-tested. This process shall be repeated until the line passes the leakage test.
C. All lines and risers shall be flushed prior to final installation of irrigation heads. All control valves shall be left open during the flushing process.

3.05 Backfilling and Compacting

A. Backfilling of trenches shall not occur until all tests and reviews have been performed. See inspection record contained in the Parks Construction Standards, latest edition. Any trench that is prematurely backfilled may be required to be re-dug for review.
B. Compaction of the trenched areas shall meet the following compaction rates of 95% in areas to receive paving and 85% in areas to be planted.
C. Do not flood trenches unless otherwise accepted by the City.
D. Sunken trenches shall be re-finished flush with the adjacent grades.

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3.06 Backflow Prevention Device and Enclosure- n/a

3.07 Flow Meter Installation- n/a

3.08 Booster Pump Installation- n/a

3.09 Pipe Installation

A. Install irrigation pipe in planted areas whenever possible.
B. All pipe and fittings shall be cleaned and free from dirt, dust and moisture.
C. Pipe may be assembled along the trench at grade to avoid undue strain on the pipe or the fittings. All solvent weld connections shall be primed before applying glue. Snake the pipe within the trench to compensate for expansion and contraction.
D. All PVC pipe and metal valve connections shall be made with threaded fittings consistent with drawings PK-15 and PK-16 of the City of Roseville Parks Construction Standards.
E. All PVC-to-PVC threaded connections shall be made with Teflon tape.
F. Install concrete thrust blocks in locations where rubber gasketed irrigation mainlines change directions, e.g. ells, tees; as required on other lines and fittings; and at the termination point of the mainline. Do not conduct a pressure test within 48 hours of the thrust block pours. The size of the thrust blocks shall be per manufacturer's instructions and shall be adequate in size to absorb thrusts up to the maximum internal water pressure. Refer to 3.18 Thrust Blocks.
G. Use glued fittings for all connections inside of a sleeve and within 20' of a sleeve.

3.10 Electric Remote Control Valves

A. Install per local codes, manufacturer's instructions, City of Roseville Design and Construction Standards and as shown on the Plans.
B. Install one (1) electric remote control valve per box and whenever possible, group valve boxes together. Align boxes in a straight and neat row and flush to finish grade. Provide a minimum of six (6) inches between boxes.
C. All valves shall be tagged for easy identification of valve number. Valve box lids shall be permanently marked identifying valve number and controller letter with heat branding using stencils in a uniform location on all boxes throughout.
D. Each valve shall be separately saddle tapped. Manifolded valves shall be rejected.
E. Locate valve boxes outside of turf areas, adjacent to paving, i.e. sidewalks, hardscape, etc. except where shown on the Plans.
F. Provide a minimum of eighteen (18) inches of a complete set of spare control wires, looped, within all control valve boxes.

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3.11 Irrigation Heads

A. Install all heads and bubblers where shown on the Plans and as specified herein.
B. Turf rotary pop-up heads shall be placed two (2) inches from any edge of adjacent walkway, concrete mow band, concrete curb, header board or other hardscape edging, or as required by current WELO regulations.
C. Sprinkler head and shrub bubbler riser nipples sizes shall match or be the same as the riser opening of the sprinkler body.
D. Install sprinkler and shrub bubbler heads with internal check valves where heads are located in low drainage areas, i.e. bottom of berms, bottom of drainage swales, toe of slopes, etc.
E. Install all heads perpendicular to ground surface with an offset from the edge of pavement as indicated in the details.

3.12 Drip Irrigation- n/a

A. Drip irrigation is to be installed in a grid pattern layout of equal spacing between rows, unless otherwise noted on approved plans.
B. All drip irrigation shall be installed sub-surface, per manufacturer's specifications. Staple all tubing to soil at 5 feet on-center spacing prior to backfilling.
C. Drip line shall be installed prior to plant installation, with the exception of 15-gallon and larger plant container sizes, which may be installed first at the discretion of the contractor.
D. Line Flushing Valves are to be installed below grade, as detailed, in a valve box with bolt-down lid to allow for periodic inspection and flushing.
    1. Minimum of One (1) Line Flushing Valve shall be installed for every fifteen (15) GPM of zone flow, and at every termination point within a zone, and shall be installed at a point farthest away from the source (typically on an exhaust header) as possible.
E. Pop-up drip system operation indicators shall be placed within eighteen inches (18") of each Flush Valve and shall not be placed such that it will be obstructed by vegetation. Place minimum twelve (12) inches from adjacent hardscapes.
F. If required, Air/Vacuum Relief Valves shall be installed below grade in valve boxes to allow for periodic inspection.
G. Valve box lids shall be permanently marked identifying LF for Line Flush Valve and AR for Air/vacuum Relief with heat branding using stencils in a uniform location on all boxes throughout.

3.13 Quick Coupler and Gate Valves

A. Install per local codes and manufacturer's instructions.

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B. Locate valve boxes flush with finish grade, twelve (12) inches from walkways, curbs, header boards, etc., and within planted area whenever possible.
C. Install one (1) valve per box.
D. For quick coupler valves, install at 100 feet on center to the extent possible. Provide a 24" steel support staked adjacent to the riser using two (2) stainless steel clamps.
E. For gate valves, install at locations indicated on the Plans.
F. For valve boxes installed below grade, provide 3M ball markers.
G. Valve box lids shall be permanently marked identifying GV for gate valve and QC for quick couplers, and SB for splice boxes with heat branding using stencils in a uniform location on all boxes throughout.

3.14 Automatic Controller- n/a

A. Install per local codes and manufacturer's instructions within the specified enclosure.
B. Provide single Paige Cable P-7171D installed in conduit between all controllers.
C. Provide all necessary wiring for a complete installation between the controller and the valves.
D. Above grade wiring shall be installed in metal conduit, unless otherwise accepted. Securely mount conduit onto enclosure or wall and paint to match the adjacent surface.
E. Provide a grounding rod and bonding for each enclosure as required for lightning protection. Grounding rod shall be consistent with drawing PK-1 of the City of Roseville Parks Construction Standards. Install separate grounding rods for each enclosure where bonding is impractical.
F. Label each controller, using permanent markings, with the letter identification indicated on the Plans. Affix label on the inside of the controller cabinet door.
G. Install 110V outlet (GFIC) inside controller enclosure.
H. Provide two (2) reduced as-built irrigation diagrams, laminated and color-coded indicating controller letter, valve/station numbers, valve size, operating pressure, gallons per minute and type of planting for each valve. See Section 01 10 00: Summary of Work 1.15B.
I. Ground test to be conducted after installation. Test results shall not exceed 25 ohms.

3.15 Control Wires

A. Wherever possible, install control wires in common trenches with mainline. The wires shall be taped in bundles at ten (10) feet on center and laid to the side of the pipe. Provide slack between ties to allow for contraction.
B. Wire valve to controller as shown on the plans.

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C. Where runs are long, provide an extra three (3) feet of extra ground and control wires looped at 200' intervals. Snake wires within trenches to allow for contraction.
D. Line splices shall occur in valve boxes at grade, label and allowed only on lengths greater than 2500'. Show locations on as-built plans.
E. Do not wrap wire around pipe or allow any wiring to be placed in concrete or concrete thrust blocks.
F. Install two (2) spare wires starting from the controller, looped to each valve box to the furthest valve box, without splices.

3.16 Tracer Wire

A. Install tracer wire on top of the mainline.
B. Provide a twelve-inch (12") loop in and out of each valve box. Solder all splices.
C. Where potable water lines are placed in a separate trench, install a tracer wire on top of the potable water line.
D. Tracer wire shall be tested during review and pressure test of the mainline.

3.17 Sleeves

A. Install sleeves under all pavement and as shown on the Plans.
B. Install sleeves at the depths indicated in Section 3.03B above.
C. Extend sleeves a minimum of twelve (12) inches beyond the edge of pavement.
D. At every sleeve location installed in roadways, provide a spare PVC sleeve capped at each end and marked with a 3M ball marker.

3.18 Thrust Blocks

A. Install polyethylene sheeting between mainline and concrete.
B. Thrust blocks shall be formed against a solid trench wall. The thrust block cavity shall be in undisturbed soil or previously placed compacted backfill that yields an acceptable allowable bearing pressure.
C. Concrete thrust blocks shall not be poured on valve wires.

3.19 Cross Connection Testing for Recycled Water Systems- n/a

A. The Recycled Water System shall be tested for cross connection in accordance with Uniform Plumbing Code Appendix J prior to use.
B. All testing of Recycled Water Systems must be performed utilizing a potable water source via a construction water connection per City of Roseville Construction Standards. No Recycled Water may enter a Recycled Water System until all testing is successfully completed.
C. At the time a cross connection test is to be performed, construction on both the Potable and Recycled Water Systems being tested must be complete and both systems fully operational and functioning as designed.

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D. Cross connection testing shall be performed in the system by City forces with the assistance of the contractor. The test must be coordinated through the Parks Department Inspector. Forty-eight (48) hours' notice is required before the test. Depending on complexity of the site, a preliminary field meet may be required.

3.20 Coverage Test

A. Prior to planting, the Contractor shall perform a coverage test to confirm that water coverage is complete and adequate, and produces no overspray onto hardscapes. Irrigation pressure readings at the head or emission device may also be taken as part of the coverage test to confirm adequate system hydraulics.
B. The coverage test shall be performed on the project area irrigation system and shall be performed in the presence of the Parks Inspector. The irrigation system must be connected to the City water system through the water meter. Temporary connections are not allowed.

3.21 Irrigation Audit

A. A landscape irrigation audit shall be performed after all landscape and irrigation is installed. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present.
B. All landscape irrigation audits shall be conducted by a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
C. The water audit shall conform to the specific water audit requirements of the City of Roseville Environmental Utilities Department, and any supplemental requirements from the City of Roseville Parks, Recreation & Libraries Department. The contractor shall submit a comprehensive landscape irrigation audit. This shall include, but is not limited to:
    1. A completed Irrigation Audit Report-(City of Roseville provided forms only)
    2. Complete system evaluation, including site conditions, system and flow data.
    3. Scheduling parameters used to set the irrigation controller.
    4. An Irrigation schedule for the landscape provided to the owner.
D. A minimum of 25% of all zones shall be audited. The 25% minimum shall be a representative sample of each irrigation method present (i.e. Rotors, bubblers, rotary nozzles, drip, etc.), and is in addition to any turf zones audited during the coverage test.
E. Any deficiencies noted in the audit report such as, but not limited to, run-off, overspray, obstruction of spray patterns, etc., shall be corrected and signed off

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as such by the original irrigation auditor prior to submission of the report. Do not submit audit reports with uncorrected deficiencies.

3.22 Clean Up

A. Each phase of work shall be immediately cleaned up. Excess equipment, material, etc., shall be legally disposed of and removed from site. All concrete, asphalt and/or decomposed granite paving shall be kept free of soil. Damage to such surfaces shall be immediately repaired to the satisfaction of the City.

PART 4 - GUARANTEE

4.01 General

A. Contractor shall provide a written guarantee covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.
B. All paved areas shall be swept clean and planted areas shall be weed-free.
C. All irrigation heads shall be properly adjusted. Debris and refuse shall be removed from site prior to inspection.

4.02 Pre-Final (Punch List) Review

A. See Section 01 10 00 1.16 - Summary of Work for notification process.

4.03 Establishment

A. Full automated utilization of the irrigation system shall be included as part of the maintenance of the project. See Section 329000: Planting for additional information.
B. Program and utilize the establishment schedule as submitted with the turn-in items.
C. Contractor to run the system in “quantity” mode or “time plus flow” for a minimum of one (1) week.
D. Check the irrigation system weekly to ensure proper operations. Make all necessary adjustments, including watering schedule to ensure proper and healthy plant growth. At no time shall pools of water be present within any part of the project. Conversely, at no point shall dry or under-watered spots be visible upon inspection. Improper irrigation management resulting in flooding or dry conditions to the detriment of plant material may constitute an extension of the establishment period, at no additional cost to the City.

4.04 Final Review

A. The Contractor shall demonstrate to the City, valve by valve, the entire irrigation system to be operable. All heads shall be adjusted/flushed and all drip zones

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shall be flushed prior to the on-site review. Any item requiring adjustments shall be completed immediately and to the satisfaction of the City.

B. The date of final acceptance by the City Council or the recordation of the property transfer shall signify the start date of the warranty period. Final acceptance shall include the project in total and will not segregate any specific item or trade included in the construction of the project.

END OF SECTION

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SECTION 32 90 00
PLANTING

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

A. Furnish all labor, materials and equipment for the complete installation of landscape items, including all shrubs, groundcovers and turf; maintenance for the establishment of new plant materials; and all necessary appurtenances for proper planting, noted or implied, as shown on the Plans and as specified herein.

1.03 Related Work

A. Section 31 20 00: Earthwork

B. Section 32 84 00: Irrigation System

1.04 Quality Assurance

A. Provide an experienced foreman who shall directly supervise the work force during all work to be performed under this contract. The foreman shall be present during the time when work is to be performed.

B. Plant material shall conform to current “American Standards for Nursery Stock” and the State of California Grading Code of Nursery Stock, No. 1 grade. Use only nursery-grown stock.

C. All plant material shall be certified free of plant diseases and insect infestations from the County Agricultural Commissioner as required by law. Each shipment of plant material shall be required to have clearance certificates.

D. Prior to planting, a soils fertility test/analysis shall be conducted by an accepted and qualified testing laboratory. Test results shall contain existing nutrient levels, soil texture, cation exchange capacity, soluble salts, pH levels, infiltration rates and recommended soil amendments/fertilizers to ensure proper growth of the specified plantings.

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1.05 Submittals

A. Submittals for specified items are not required; however, submittals are required for any proposed substitutions or deviations from the Plans or Specifications. Additionally, submittals are required for the specific items listed below. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting “as specified” or “substitution proposed”. Submittals are required on the following items:

1. Bark mulch material,
2. Sod-grown turf,
3. Soils test-with soil amendment recommendations.
4. Shrubs
    a) Submit for approval, plant sources including the names of nurseries proposed as sources of acceptable shrubs, and a list of the shrubs they will provide. The plant list shall include the botanical and common name and the size at the time of selection, including basal caliper and height.
    b) Submit all requests for substitutions of plant species or size for approval. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

1.06 Soil Testing

A. Native soil and in-place topsoil shall be tested for amendment determination. Soil Tests shall include soil texture, macro nutrients, micro nutrients, lime, base saturation, pH, sodium, boron, salinity, Cation Exchange Capacity (CEC), and Organic content.

B. Submit soils report for review and approval after completion of grading operations. Soil Testing shall be performed by an agriculture-based lab, with detailed, written recommendations for soil amendments and fertilizers specific to ornamental landscape plants and turf.

1.07 Product Delivery, Handling and Storage

A. All materials shall be delivered bearing nursery label with botanical, common names, including cultivars.

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B. Carefully handle plant material to ensure that limbs are not broken during the planting or storage of the material.
C. Store plant material in a covered area on-site, protected from inclement or hot weather on-site. Keep root balls moist by frequent watering (during hot weather) of all accepted stock until such time as planting occurs.

1.08 Inspection of Plant Material

A. Notify the Project Manager a minimum of 48 hours prior to date of delivery. All plant material is subject to inspection at the time of delivery. A sample number of plants will be inspected for the following items:

If the sample....	then the plant shall be...
is healthy, shapely and well rooted	accepted.
bears a strong central leader	accepted.
is wilted, wind-blown or sunburned	rejected.
is root-bound, restricted or deformed	rejected.
does not bear a strong central leader or has been severely pruned back	rejected.

B. Stock to be consistent with CALFIRE Nursery/Tree Quality Cue card and Root Management Cue Card. Inspector may require contractor to remove tree or plant stock from plant containers to examine roots.
C. Based on the sample inspection, the Project Manager or Inspector reserves the right to reject any or all of the plant material delivered. All rejected plant material shall be immediately disposed of off-site.

1.09 Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the landscaping. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Plants

A. The material to be planted shall conform to that indicated on the plans, unless otherwise accepted. The quantity shown on the Plans is approximate and is furnished for convenience only. Verify all quantities prior to ordering plant material.

2.02 Turf

A. Turf shall be sod.

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B. Sod – Tall fescue blend with named, improved turf-type varieties only. Blend shall contain a minimum 25% Lateral Spread, Rhizomatous, or Self-Repair type tall fescue. Sod shall be non-netted, and contain no more than 10% Bluegrass.
C. Sod must be submitted and accepted by the Project Manager prior to ordering.

2.03 Soil Amendment

A. As recommended by soils test report.

2.04 Mulch

A. Regular "Walk-on" fir bark as manufactured by Redi-Gro Corporation, Sacramento, CA (916) 381-6063, Mallard Creek, Inc, Rocklin, CA (916) 645-1681, My Bark Company, Inc., Linden, CA (209) 649-4250 or accepted equal.
B. Decorative bark, shredded lumber or saw dust, and construction debris are not permitted. The mulch must be free of needles.

2.05 Topsoil

A. Stockpiled, on-site material.
B. Imported topsoil shall be natural, friable, well-draining, free from admixture of subsoil and foreign objects larger than one inch (1") in diameter, free from toxins or any other harmful substance which may deter healthy plant growth.
C. Perform a soils test for all imported soil. Soil test shall comply with Section 1.06. Submit soils report for review and approval prior to import activities.

2.06 Pre- and Post- Emergent Herbicide

A. Clean, and non-staining. Consult with a pesticide specialist.

2.07 Tree Stakes and Ties- n/a

A. Trees furnished in #15 nursery containers require 2" diameter stakes. Trees less than 8' in height require an 8' stake; trees 8' or greater in height require a 10' stake. Stakes shall be pine or douglas fir (pressure or non-pressure treated).
B. Trees furnished in 24" boxes or larger require 3" diameter by 10' long stakes. Stakes shall be, pine or douglas fir (pressure or non-pressure treated).
C. Tree ties should be cut in length out of flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.
D. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.

2.08 Native Broadcast Seed -n/a

A. Where required, broadcast seed shall be applied as follows:
   1. Upland areas

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Elymus glaucus (Blue Wildrye)	10.0 lbs/acre
Nassella pulchra (Purple Needlegrass)	9.0 lbs/acre
Nassella cernua (Nodding Needlegrass)	6.0 lbs/acre
Melica caljfornica (Californiameljc)	3.0 lbs/acre
Vulpia microstachys (Small Fescue)	3.0 lbs/acre
Poa secunda (Native Pine Bluegrass)	3.0 lbs/acre
Bromus carinaws (California Brome)	2.0 lbs/acre

2. Channel / Wetland Edges (bottom to 3' above high water level)

Elymus trachycaulus (Slender Wheetgrass)	12.0 lbs/acre
Hordeum brachyantherum (Meadow Barley)	10.0 lbs/acre
Leymus triticoides 'Yolo' (Creeping Wildrye)	8.0 lbs/acre
Agrostis exarata (Bentgrass)	3.0 lbs/acre
Elymus glaucus (Blue Wildrye)	5.0 lbs/acre

3. Wildflowers (addition to seed mix(es) above, if specified)

Clarkia amoena (Farewell to Spring)	0.5 lbs/acre
Eschscholzia caljfornica (California Poppy)	2.0 lbs/acre
Lupinus nanus {Sky Lupine)	3.5 lbs/acre
Nemophila menziesii (Baby Blue Eyes)	1.5 lbs/acre
Lasthenia californica (Common Goldfields)	1.5 lbs/acre

B. Areas with sandy, dry soil shall receive: Zorro Annual Fescue 6 lbs/acre, Rose Clover 9 lbs/acre
C. A fertilizer consisting of 15-15-15 shall be applied at a rate of one half pound per 1,000 square feet. Fertilizer shall be Natural-based, slow release, and balanced in N, P, & K.
D. Seed for creek banks shall conform to the latest requirements of the California Department of Fish and Game.

PART 3 - EXECUTION

3.01 Site Preparations

A. Prior to start of landscaping work, review the site conditions to verify that final grades have been established, plant/turf beds are weed free, and the irrigation system is operational as shown on the Plans and as indicated in the Specifications.
B. For landscaping within all street right-of-ways, conduct a soils analysis test of the existing soils and remove all lime-treated soils, aggregate base or other non-organic material to a minimum depth of two feet before planting or irrigation

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installation. Import topsoil to bring the finish grade to specified grades. Submit the soils analysis test results of the imported material prior to import.

C. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of landscaping work.

3.02 Coordination of Work

A. Coordinate all work with other trades.

3.03 Preparation of Planting and Turf Areas

A. Upon completion of grading and underground activity, Contractor shall obtain a soils test as outlined in 1.06.
B. Place stockpiled topsoil in all areas to receive planting or turf to a minimum depth of twelve inches (12”).
C. Rip topsoil surface in two directions to a minimum depth of twelve inches (12”).
D. Spread soil amendments at the rates indicated in the soils report.
E. Rototill amendments to recommended depths. Till amendments to a depth of 6” or as recommended by soils report.
F. Remove all rock and debris which are greater than ½ inch in areas to be turfed and one inch (1”) in areas to be planted.
G. All planted and turf areas to be smooth and uniform in grade as shown on the Plans.
H. Planting areas to be sloped to drain as shown on the Plans.

3.04 Storage of Plants

A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period, including weekends and Holidays.
B. Soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.
C. All plant materials must be available for observation prior to planting. Any plants determined to damaged or distressed due to improper watering may be rejected by inspector and shall be replaced at no cost to City.

3.05 Plant Installation

A. Shrub Planting
   1. Remove only those plants which will be planted the same day. Place such plants in the proposed locations for review and accepted by the City prior to

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actual planting. Notify the Inspector a minimum of 48 hours prior to day of planting.

2. Dig planting pits as shown on the Plans and as shown in the Parks Construction Standards. Scarify the sides and bottom of pit to prevent glazing. Fill pit completely with water and allow the water to completely drain from the pit prior to actual planting.
3. Relocate any plantings taller than 6” in height that fall in front of any irrigation head in order to ensure proper coverage of the irrigation system.
4. For pits that retain water, completely penetrate the hardpan layer at the bottom of the pit and backfill with topsoil. Fill pit with water to test and ensure proper drainage.
5. Plants shall be removed from their containers only at the time of placement within the plant pit. Perform root pruning on all four sides of the root ball by shaving and cutting away the root ball periphery to reduce the amount of circling roots. Starting from the top and then cutting/slicing down to the bottom of the root ball. On a 15 gal container at least 1-1.5 inches of the root ball periphery needs to be removed by slicing or shaving. On a 24” and 36”box tree at least 2 inches of the root ball periphery needs to be removed by slicing or shaving. A sharp hand pruning saw needs to be used for the slicing or shaving of the root ball. Refer to the CALFIRE "Root Management" cue card contained in Section 5 of these Standards. This process will remove many girdling and circling roots deflected by the container wall and allows for root penetration within the planting basin. Spread all roots to the side to allow proper root development. Add native backfill and amendments as shown in the Parks Construction Standards and as recommended by the soils testing laboratory.
6. Carefully place plant into the plant pit without damaging the root ball. Water the backfill until saturated. For trees, water in by hand after planting using at least ten (10) gallons of water, minimum.
7. Construct berm and place tree stakes and install mulch per the Parks Construction Standards. Mulch is required for trees within the turf area.
8. Where mowing will occur, provide an eight-foot (8’) minimum horizontal clearance between trees and other site improvements, including shrubs.

B. Groundcover Planting
   1. Place groundcover plants in neat, straight, and parallel rows, triangularly spaced as shown on the Plans and as indicated herein.
   2. Start the first row of planting at a distance equal to the on-center spacing required per plan, minimum, from the edge of the adjacent hardscape, mow band or header board.

For Council Approval
Not for Bidding

3. Groundcover shall be installed to the outside edge of the water basins of trees or shrubs.

3.06 Seeding- Turf and Native- n/a

(Hydroseeding for turf or natural areas)

A. Lightly scarify areas to be hydroseeded.
B. Tank, hose and associated apparatus must be thoroughly clean and free of debris or other material prior to placement/spraying of seed.
C. Hydroseed turf mix shall contain the following:

Material	Application Rate
Turf Seed	Per Manufacturer's Recommendations
Wood Cellulose Fiber Mulch	60 lbs. per 1,000 SF
Binder	Per Manufacturer's Recommendation
Fungicide turf only	1/3 lb. per 1,000 SF
Fertilizer	Per soils lab recommendation and as approved by Parks, Recreation & Libraries Department
Soil Conditioner	Per Soil Conditioner soils lab recommendation and as approved by Parks, Recreation & Libraries Department

D. Blend mix in a hydraulic mixer until all material is consistently blended.
E. Apply mix at a rate of 125 pounds per 1,000 square feet unless otherwise recommended by the manufacturer.
F. Spray mixture consistently over the area to be hydroseeded. Protect adjacent areas such as paving, walls, play areas and other from overspray.
G. At the end of each day of spraying operations, clean up all areas where overspray has occurred.
H. Once seed is placed, it should not be allowed to dry out.

3.07 Sod- Turf

A. Remove all "humps" and depressions prior to sodding.
B. Keep all sod rolls shaded and moist prior to installation.
C. Do not store sod rolls more than one (1) day. Sod shall be laid upon delivery.
D. Unroll sod one at a time for immediate installation.
E. Provide tight seam between rolls of sod (less than 1/8" gaps).
F. Stagger rows so that the ends of sod rolls are stepped.
G. For turf areas where sod is partially provided, add topsoil at all transition edges to same as finish grade.

3.08 Mulch

A. Prior to placing mulch, apply post-emergent herbicide to any weeds present, per label directions.

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B. Prior to placing mulch, apply pre-emergent herbicide in all planting areas, per label directions.
C. Apply three inches (3”) of mulch in all landscape planter areas.
D. Keep mulch a minimum of three inches (3”) away from the trunks of all woody shrubs and four inches (4”) away from all trees. Taper mulch profile away from this point to prevent subsequent collection of mulch against trunks.

3.09 Watering

A. Upon completion of each planting or turf area, irrigate appropriately to ensure proper health and growth.
B. Continually adjust the irrigation for plant needs regardless of air temperature.

3.10 Clean-up

A. Upon completion of planting operations, collect and remove from site all empty plant containers, debris, rubbish and other trash.
B. Sweep clean and wash all hardscape areas.
C. Clean up shall occur, at minimum of once a week, at the end of the work week.
D. Maintain the entire site in a clean condition to the satisfaction of the City.

3.11 Pre-Final (Punch List) Review

A. See Section 011000 1.16 of the Summary of Work for notification process.
B. The following conditions must be met in order for planting to be considered towards substantial completion, as required to enter into the establishment period described in Section 011000, 1.16:
   1. For sodded turf:
      a. Accepted installation of the sod.
      b. Turf shall be of uniform green color with no visible signs of stress due to soil fertility, moisture, disease or pests.
   3. For shrubs:
      a. Shrubs shall be properly installed, and with no visible signs of stress due to soil fertility, moisture, disease or pests.

3.12 Establishment Period

A. Active maintenance is required throughout the entire establishment period:
   1. Maintain turf to a height of two and one half inches (2-1/2”) for cool season turf varieties and one and one half inches (1-1/2”) for warm season turf varieties. Maintained height shall be measured from the surface of finish grade to the top of the leaf blade throughout the establishment period, and mowed as frequently as required to maintain said height. At no time shall the leaf blade be mowed or cut more than 1/3 of the length of the blade.

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Root mass/depth must remain consistent as measured at the start of establishment or greater.

2. Edge all turf areas along hardscape edges.
3. Immediately replace all dead plants.
4. As necessary, raise all shrubs which have sunk within the plant pit beyond the levels indicated in the Standard details.
5. Keep all areas free of weeds, pests and disease.
6. For trees located in turf areas, maintain a circle free of turf at a distance described in the Standard details

B. Prior to the start of the final thirty (30) days of establishment:
   1. All plant replacements shall be completed.
   2. All plantings and turf shall be thriving and in a healthy condition.
   3. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

3.13 Final Review

A. The Inspector shall review the site for completion of items noted, but not limited to, “B” below. All corrective action is required to enter into the final thirty (30) days of establishment.
B. The site shall be prepared for review, by ensuring that:
   1. All spray heads have been properly adjusted,
   2. Dead plants have been replaced,
   3. Planting areas have been weeded,
   4. Turf areas have full germination, are consistent in green color and are weed-free,
   5. Walkways and paved areas have been swept and washed, and
   6. Turf roots meet standards outlined in 3.10
C. Failure to complete any one or all of the above items may constitute non-performance of the final review and will require re-scheduling. In this case, the cost of the extended establishment period shall be at no additional cost to the City.

PART 4 - GUARANTEE

4.01 General

A. Contractor shall provide a written guarantee covering all plant materials (shrubs) furnished by him to be free of all defects or disease and that all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

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B. All plants, except those provided by the City, shall be warrantied for a period of one (1) year, commencing on the date of final acceptance. The warranty shall be as outlined in Section 011000: Summary of Work, paragraph 1.19.

END OF SECTION

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SECTION 33 00 00
UTILITIES

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
C. The standards set forth in the City of Roseville Design and Construction Standards, latest edition, for storm drainage throughout the project and for sanitary sewer installations within the public rights-of-ways, easements, or as shown on the improvement plans shall be in addition to the standards provided herein.
D. The standards set forth in the latest edition of the California Building Code (CBC) for sanitary sewer installation within the project site, outside of the public right-of-way or easement shall be in addition to the standards provided herein.

1.02 Description

A. Furnish all labor, materials and equipment for the complete installation of the storm drain system adjustments, and necessary appurtenances as shown on the Plans and as specified herein.
B. Submit a materials listing for review and approval prior to commencement of specified work.

1.03 Related Work

A. Section 31 10 00: Clearing and Grubbing
B. Section 31 20 00: Earthwork

1.04 Safety Requirements

A. Furnish, install and maintain required sheeting, shoring, bracing, and other methods to ensure complete and safe work environment for all workers. Upon completion of work, remove all bracing, shoring, etc. in its entirely, unless otherwise directed by the Inspector.
B. Prior to excavation or trenching, the Contractor shall contact USA Alert (800)
C. 227-2600 to locate all known utilities a minimum of 48 hours prior to start of work. During the course of construction, the Contractor shall take every precaution to maintain and protect utilities noted to remain. Said utilities shall remain operational at all times, unless otherwise noted on the plans.

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D. The existing utilities are shown on the Plans based on the information available at the time of contract document development. The City shall not assume responsibility for any inaccuracies or incompleteness of the Plans based on such information. The Contractor shall immediately notify, upon damage of any pipeline or facility, the Owner and/or its agents and take every action necessary to repair or replace damaged facilities to the satisfaction of the Inspector, and at no additional cost to the City.
E. Trenches, excavations and repair of pavement shall be consistent with Section 31 20 00: Earthwork.

1.05 Coordination

A. The piping system as shown on the Plans is diagrammatic. The Contractor shall make reasonable adjustments to the layout to avoid conflicts, based on actual field conditions. Said changes shall not interfere with the design intent of the system.

1.06 Tolerance

A. The allowable tolerance for the installation of pipe is 0.05 feet within grades or spot elevations indicated on the Plans.

1.07 Product Storage

A. Take every precaution to protect the materials and pipes from damage during the delivery, storage and installation of the pipe system. Store in a cool, contained area, protected from direct sunlight and per manufacturer's recommendations. Pipe shall be supported on firm level ground at the site.

1.08 Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the storm drain and sanitary sewer system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 General

A. All products shall conform to City of Roseville Design and Construction Standards, latest edition, except as noted below.

2.02 Drain Pipe

A. Solid drainpipe shall be PVC SDR 35 and shall conform to ASTM D1784, or accepted equal. Gasketed connections shall conform to ASTM F477.

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B. Perforated drainpipe shall be smooth walled PVC, open per Caltrans Section 68-1.02K, or accepted equal.

2.03 Drain Rock

A. Drain rock shall be Class 2 washed, ¾" diameter.

2.04 Filter Fabric

A. Filter fabric shall be MiraDRAIN 5000, or accepted equal.

2.05 Drains

A. Drain Inlets shall be pre-cast and a minimum size of twenty-four inches (24") square or round by Jensen Precast, or accepted equal.
   1. Grate shall be heavy duty, cast iron, walk-on, and bolt down.
   2. Box extensions shall be Jensen Precast, or accepted equal.
   3. The base shall be six inches (6") thick.
   4. Walls shall be six inches (6") thick.
   5. A "No Dumping" Metal Storm Drain Marker shall be affixed to the concrete color of each drain inlet (See Detail DR-20)
   6. Contractor may install cast-in-place drain inlets in lieu of pre-cast drain inlets. Submit shop drawings and concrete mix design for review and approval.

2.06 Manholes -n/a

A. Manholes shall have tongue and groove joints, be forty-eight inches (48") minimum in diameter, meeting ASTM C-478.
B. Covers shall be cast iron.
C. All components shall conform to the City of Roseville Design and Construction Standards, latest edition.

2.07 Tracer Wire

A. Insulated solid copper wire, minimum #12 gauge. Color shall be green.

2.08 Sanitary Sewer Pipe -n/a

A. Vitrified clay pipe (VCP) shall be as specified in Section 91 Sanitary Sewer in the City of Roseville, Design and Construction Standards, latest edition.
B. PVC SDR 35 may be used for drinking fountain drain applications only, with prior approval, and shall conform to ASTM D3034.

2.09 Potable Water Warning Tape -n/a

A. On sites with both Recycled water and potable water lines. Blue plastic tape, 3 inches wide, with the words "CAUTION: POTABLE WATERLINE" imprinted in minimum 1-inch high, black letters. Imprinting shall be continuous and permanent.

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PART 3 - EXECUTION

3.01 General

A. All pipes shall slope uniformly from given elevations shown on the Plans.
B. All pipes shall be accurately laid true to line and grade, utilizing accepted construction methods.
C. Damaged or cracked pipe and fittings shall not be installed and shall be removed from site.
D. Install all pipe in locations shown on the Plans, except where existing conditions necessitate minor changes.
E. All pipe and fittings shall be kept clean and closed throughout the course of construction.
F. Connections to existing sanitary sewer stubs shall be “TV-ed” and air tested prior to the start of construction per the City of Roseville Design and Construction Standards, latest edition.

3.02 Installation

A. Installation of the specified pipe lines shall conform to the City of Roseville Design and Construction Standards, latest edition.
B. Notify the Inspector a minimum of 48 hours prior to covering of work to ensure timely inspections.
C. Cutting of AC or concrete paving shall be clean, vertical and straight, using a saw, or other tool specific to this application. Replace paving to existing or better condition prior to work.
D. Trench and backfill shall be per City of Roseville Design and Construction Standards, latest edition.
E. Catch basins and drain inlets shall be installed with a concrete collar with “No Dumping” message and fish symbol depressed into the concrete or bolted in place, consistent with Drawing DR-20 the City of Roseville Design and Construction Standards, latest edition.
F. Drain inlets installed in mulched planter areas shall have a 12-inch wide collar of 2- to 6-inch river cobble placed over filter fabric.
G. Upon completion, thoroughly flush storm drain system in the presence of the Parks Inspector.
H. Installation of additional products not listed in the City Standards.

3.03 Tracer Wire

A. Install tracer wire on top of the potable water lines.
B. Tracer wire shall be continuous with no splices.

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Not for Bidding

3.04 Potable Water Warning Tape

A. To be used on all potable water piping installed within the same project limits as on-site recycled water piping.
B. Install plastic warning tape in pipe backfill, six inches above pipe, for the entire length of the pipe.

3.05 Cleaning

A. Keep site clean at all times. Remove from the site all debris and rubbish and legally dispose.

END OF SECTION

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DRAWINGS

Project: Royer Park Play Area Expansion

Royer Park Playground Renovation dated 06/08/22 by
Callandar Associates Landscape Architecture, Inc.

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DRAW

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of $375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

[L:\agreement\form agreements\Project Manuals\buildings & grounds.docx; 3/8/2022]

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By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) ”Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) ”Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) ”Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) ”Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

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(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) ”Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) ”Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

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party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is

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repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.
The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.
If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

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ROYER PLAYGROUND REPLACEMENT RENDERINGS



*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.



*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.



*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.

COUNCIL COMMUNICATION

CC #: 2215
File #: 0203-06

Title:	Cardkey Access and Security Control Systems - Contract Purchase Agreement
Contact:	Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to sign a contract purchase agreement (3002250) with Johnson Controls, Inc., a sole source provider, to provide maintenance, repair, installation of hardware, and software programming of cardkey access and security control systems on an as-needed basis to City locations maintained by the Public Works Facility Services division.

Staff also requests authorization to utilize the four optional renewal years of the contract without further Council approvals until the contract expires, contingent upon budget approval each year, or until staff determines that continuing with the same vendor in not in the City's best interest.

BACKGROUND

In 1993, the City of Roseville standardized with Johnson Controls, Inc., a sole source provider, to provide maintenance, repair, installation of hardware, and for the software programming of Access and Security Control Systems for City facilities.

FISCAL IMPACT

The value of the initial year of this service agreement is $350,000 for FY2022-2023, not to exceed annual budgeted amounts. Funding for this agreement is included in the Facility Services and Facility Rehabilitation Funds FY2022-23 approved budget. The funds will be encumbered one year at a time pending Council approval of the budget for each year. Projected spending for the one (1) year contract and four (4) optional renewal years is as follows: FY2022-23, $350,000, FY2023-24, $350,000, FY2024-25, $350,000, FY2025-26, $350,000, and FY2026-27, $350,000.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3).

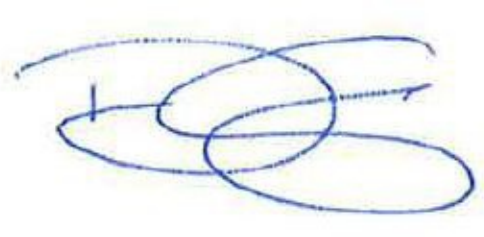
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional customer service.

Respectfully Submitted,

Darci Carpenter, Administrative Technician

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-281

CPA 3002250 JCI

RESOLUTION NO. 22-281

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHNSON CONTROLS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002250) to provide maintenance, repair, installation of hardware, and software programming of the cardkey access and security control systems, between the City of Roseville and Johnson Controls, Inc., has been reviewed by the Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3002250

Supplier Details:

Company	Johnson Controls Inc
Contact	Robert Rule
Address	Controls Group
	103 Woodmere Road
	Folsom, CA 95630

Submit your response to:

Company	City of Roseville
Contact	Ashkan Shams
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5710
Fax	(916) 774-5736
E-mail	aishams@roseville.ca.us

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3002250

Agreement	3002250
Agreement Date	23-MAY-2022
Revision	0
Agreement Amount	350,000.00 USD

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Johnson Controls Inc** Controls Group 103 Woodmere Road Folsom, CA 95630
Phone:	(916) 774-5488	**Phone:**	(916) 294-8800
Fax:	(916) 784-3796	**Fax:**	(916) 294-8889
Email:	accountspayable@roseville.ca.us	**Email:**	robert.rule@jci.com

Description of Labor, equipment and/or materials

The supplier shall provide citywide card key access control system parts, maintenance, repair, and installation services on an as needed basis for city buildings that are maintained by the Public Works Facility Services Division. All jobs must be quoted and approved in advance by an authorized member of the Public Works Facility Services Division prior to the start of any work utilizing the attached Johnson Controls, Inc. "JCI Construction Labor Pricing 2022-2023" rate sheet.

Start Date: Executed Agreement
End Date: 6/30/23

Contact Darci Carpenter in the Public Works Facility Services Division at (916)774-5702 or drcarpenter@roseville.ca.us or Mike Tarczy in the Public Works Facility Services Division at (916) 746-1778 or mtarczy@roseville.ca.us for questions regarding this agreement.

The agreement total is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10086	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Ashkan Shams Phone **916-774-5710**

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

Contract Terms and Conditions

Negotiated Terms and Conditions for Johnson Controls, Inc., Revised 6/29/20

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

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

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

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

9. All 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.

10. Contractor agrees to the below insurance requirements:

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

coverage.

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

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except 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.

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

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

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

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

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

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

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims

must be received prior to acceptance of the work.

20. CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

21. Liability Limitation. In no event shall Johnson Controls and its affiliates and their respective personnel, suppliers and vendors be liable for any damages relating to the agreement or the services contemplated thereby in any amount exceeding 2X the total amounts called for under this agreement.

22. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00801185

Contractor License No. 22445

DIR Registration No. 1000000593

Check mark the applicable company type below:

____X____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 6/29/20 JS (Negotiated T's and C's for Johnson Controls, Inc.

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors**.

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	JOHNSON CONTROLS
DATE	6/14/22

Asbestos
Rev 01/16/19

Supplier	
Signature:	Erik Beck
Print Name:	ERIK BECK
Title:	HVAC INSTALLATION MANAGER

Supplier	
Signature:	
Print Name:	
Title:	

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

JCI Construction Labor Pricing 2022-2023		
Title Year	2022	2023
LSS/PM/Adv Programmer	$183	$188
System Designer/Programmer	$144	$148
Installer	$125	$129
System Tech./Apprent.	$78	$80
Project Admin	$126	$129
Service Rate	$178	$184

COUNCIL COMMUNICATION

CC #: 2205
File #: 0203-02

Title: Fleet Equipment Purchase – Purchase Order
Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve a purchase order to Holt of California for one Caterpillar 430 backhoe loader utilizing Sourcewell contract# 032119-CAT amended on July 12, 2021 with an end date of May 13, 2023, to replace Fleet ID 11-697 approved in the FY2022-23 Fleet Replacement budget. The total cost, including options and sales tax, is $163,594.

BACKGROUND

The Parks, Recreation & Libraries Department's Open Space division is purchasing one Caterpillar 430 backhoe loader to replace Fleet ID 11-697. The backhoe is used for cleaning debris from unsheltered camps, creek maintenance, debris & tree removals, loading & spreading wood chips, tree planting & construction projects, loading green waste, playground sand, and topsoil.

Vehicle replacements are based on the Fleet Scoring System, which considers factors such as age, mileage, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores. A score of 23 or more indicates the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
11-697	26	Meets City replacement criteria

FISCAL IMPACT

The total cost for one Caterpillar 430 backhoe loader, including options and sales tax, is $163,594. Funding is included in the FY2022-23 Fleet Replacement Fund budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of equipment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

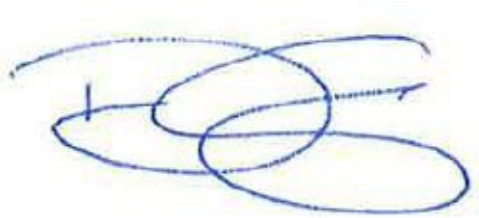
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal E - Deliver exceptional city services

Respectfully Submitted,

Brian Craighead, Fleet Manager

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:
Description

COUNCIL COMMUNICATION

CC #: 2212
File #: 0800-04 & 0201-01

Title:	Zero Emission Bus Depot Project – Award of Contract and Budget Adjustment
Contact:	Rjahja Canlas 916-774-5740 rcanlas@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends City Council:

- Adopt a resolution awarding the Zero Emission Bus Depot Project to Dutch Contracting, Inc. in the amount of $3,837,390 and authorize the City Manager to execute the agreement; and
- Adopt an ordinance to authorize a budget adjustment to establish the project budget in the amount of $4,906,000; and
- Authorize staff to approve change orders for an amount not to exceed 10% of the contract amount.

BACKGROUND

The California Air Resources Board adopted the Innovative Clean Transit (ICT) rule in December of 2018. The ICT rule requires all public transit agencies to gradually transition to a 100 percent zero emission bus (ZEB) fleet. In consideration of the ICT, the City Council accepted the Roseville Transit Zero-Emission Business Plan on May 20, 2020. The Zero Emissions Bus Depot Project was identified in the ZEB Plan as a needed project to accommodate the five electric buses approved for purchase by the City Council on August 4, 2021, and for future electrification of the transit fleet.

The proposed bus depot will replace the lawn area in the center of the City's corporation yard and the existing 45 light duty vehicle stalls adjacent to the lawn area. The project will construct 30 bus stalls and 72 new light duty parking stalls. Nine of the bus stalls and ten of the light duty parking stalls are planned to be electrified with the project. The remaining bus and light duty vehicle stalls will have the electrical infrastructure installed to allow for the future electrification of the remaining stalls as the need arises. Alternatives included with the project were the use of either Portland cement concrete (Alt #1) or asphalt concrete (Alt #2) for the bus parking areas.

Council approved the plans and specifications and authorized the call for bids at the February 16, 2022 meeting. Staff received three bids which were opened on May 24, 2022. The bid results and engineer's estimate are as follows:

Bidder	Grand Total		Total as calculated by Staff	
	Base Bid plus Alt #1	Base Bid plus Alt #2	Base Bid plus Alt #1	Base Bid plus Alt #2
McCuen Construction	$5,259,576.42	$5,006,712.76		
Bothman Construction	$4,507,674.00	$4,671,008.00		
Dutch Contracting	$4,310,951.00	$3,804,990.00	$4,343,354.00	$3,837,390.00
Engineer's Estimate	$3,821,747.50	$3,790,852.50		

Mathematical errors in the bid from Dutch Contracting were noted by staff and are considered minor bid irregularities. The bid totals as calculated by staff are listed above. Staff recommends award of the base bid plus alt #2 (asphalt concrete) to the lowest responsive bidder, Dutch Contracting, Inc., in the amount of $3,837,390 and requests authorization to approve change orders for an amount not to exceed 10% of the contract amount.

Construction of the Zero Emissions Bus Depot is anticipated to begin in late summer of 2022 and be completed by the winter of 2023.

FISCAL IMPACT

The recommended budget adjustment funds the project (Project 500305) with Local Transportation Funds (Fund 6511), the Electric Fund (Fund 6001), Air Quality Mitigation Funds (Fund 3375), Low Carbon Transit Operations Program Grant monies (Fund 6511), Placer County Air Pollution Control District Grant monies (Fund 6511), and American Rescue Plan Act revenue replacement funding (Fund 2280). The total project budget, including construction and soft costs, is $4,906,000.00. No General Fund resources will be used for the project.

This project includes landscaping modifications that will require ongoing maintenance by the City. The estimated landscaping maintenance costs as a result of this project are expected to decrease from the current landscape maintenance costs. No additional maintenance costs are anticipated to be budgeted.

ENVIRONMENTAL REVIEW

The proposed project involves minor alteration of an existing facility, an activity categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The proposed project also involves construction and conversion of a limited number of small facilities, and is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303). The proposed project also involves minor alterations to the existing condition of the site, and will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

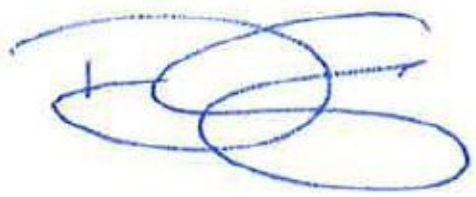
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rjahja Canlas, Design & Construction Project Manager

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-275

Agreement

Ordinance 6533

Budget Adjustment

Bid Summary

RESOLUTION NO. 22-275

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DUTCH CONTRACTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the Zero Emission Bus Depot Project, by and between the City of Roseville and Dutch Contracting, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and Dutch Contracting, Inc., a California Corporation, ("CONTRACTOR"); and

WITNESETH:

WHEREAS, the City Council of the CITY, at a meeting held on the 16th day of February, 2022, approved plans and specifications for the Zero Emission Bus Depot Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 24th day of May, 2022; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the _____ day of _____, 20_____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the Zero Emission Bus Depot Project in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR three million eight hundred thirty seven thousand three hundred ninety dollars ($ 3,837,390.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $ 5,000 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 100 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE	CONTRACTOR
City of Roseville - Public Works	Dutch Contracting, Inc.
Attn: Jason Shykowski	Attn: Nicholas J. Zwetsloot
311 Vernon Street	2201 Francisco Dr, Suite 140
Roseville, CA 95678	El Dorado Hills, CA 95762

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____day of _____, 20_____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

Dutch Contracting, Inc., a California Corporation

BY: _____
its: President

and

BY: _____
its: Secretary

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: Jason Shykowski

Title: Public Works Director

ORDINANCE NO. 6533

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2022-23, is hereby amended as listed on the attached budget adjustment for the Zero Emission Bus Depot Project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Mike Dour, Alt. Transportation Manager
FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Cameron Schreiter, Transportation Grants Analyst
COUNCIL DATE (if applicable): 7/20/2022
DEPARTMENT/DIVISION: PW - Alternative Transportation
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	6587	84001	500305	140,125	Establish expenditure budget for construction of charging depot - Placer County Air Pollution Control District Grant (PCAPCD)
6511	6587	84001	500305	463,778	Establish expenditure budget for construction of charging depot - Low Carbon Transit Operations Program Grant (LCTOP)
6511	6587	84001	500305	3,013,869	Establish expenditure budget for construction of charging depot -Local Transportation Fund (LTF)
6001	6587	84001	500305	195,395	Establish expenditure budget for construction of new electrified bus depot (Electric Fund)
3375	6587	84001	500305	294,631	Establish expenditure budget for construction of new electrified bus depot - Air Quality Mitigation Fund (AQM)
2280	6587	84001	500305	721,202	Establish expenditure budget for construction of new electrified bus depot - American Rescue Plan Act (ARPA)
6511	5080	84001	500305	54,926	Establish expenditure budget for labor (LTF)
6001	5080	84001	500305	3,561	Establish expenditure budget for labor (Electric)
3375	5080	84001	500305	5,369	Establish expenditure budget for labor (AQM)
2280	5080	84001	500305	13,144	Establish expenditure budget for labor (ARPA)
			TOTAL	**4,906,000**	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	4425	84001	500305	3,068,795	Establish Local Transportation Funds (LTF) revenue budget - LTF FY23 Claim
6511	4435	84001	500305	140,125	Establish Placer County Air Pollution Control District (PCAPCD) Grant revenue budget
6511	4410	84001	500305	463,778	Establish Low Carbon Transit Operations Program (LCTOP) Grant revenue budget
2280	4401	10001		734,346	Establish revenue budget for ARPA funds
			TOTAL	**4,407,044**	

NET ADJUSTMENT	**498,956**	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	3601	00000		(198,956)	Reduce available resources in Electric Fund
3375	3601	00000		(300,000)	Reduce available resources in Air Quality Mitigation
	3601	00000			
			TOTAL	**(498,956)**	

Justification for Budget Adjustment:

This Budget Adjustment is recommended to provide funding for 500305 - Zero Emission Bus Depot Project. The project will result in a new battery-electric bus charging station with a total of thirty bus stalls, including nine stalls configured with equipment for electric vehicle charging. The project will also install 72 general fleet stalls with 10 configured for electric vehicle charger. The remaining bus and fleet stalls will have electric infrastructure installed to allow for future zero-emission vehicle support. Funding for this project is a combination of Federal (American Rescue Plan Act Funds), State and local grants, air quality mitigation fees, and Electric Low Carbon Fuel Standard funds.

REQUIRED APPROVALS:

Jason Shykowski — Digitally signed by Jason Shykowski Date: 2022.06.30 09:35:36 -07'00'
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2022.06.30 12:18:07 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2022.06.30 12:31:53 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

RFQ # 01-050

DATE: May 24, 2022

TIME: 3:00 PM

BID BOND REQUIRED: Yes

BID SUMMARY SHEET

BID OPENING FOR:

Zero Emission Bus Depot

CITY OF ROSEVILLE CALIFORNIA

Bidders Name City, State	Addendum 1	Bid Bond	Grand Total
McCuen Construction, Inc. Loomis, CA	x	x	5,259,576.42
Bothman Construction Santa Clara, CA	X	X	4,507,674.00
Dutch Constructing El Dorado Hill, CA	X	X	4,310,954.00

Please Sign-In

Staff	*Visitors (Name & Company)*	*Visitors (Name & Company)*
Katie Ho		
Melissa Lipp		
Joe Speaker		
Rahja Canlas		

COUNCIL COMMUNICATION

CC #: 2203
File #: 0203-12 & 0201-01

Title:	Brazos Electronic Ticketing Peripherals - Purchase Order and Budget Adjustment
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve the purchase of Zebra Bluetooth mobile printers and related peripherals for the Brazos (now known as Enforcement Mobile) e-Citation software from Tyler Technologies, Inc., and adopt an ordinance approving a budget adjustment in the amount of $96,154.

BACKGROUND

The Police and Fire departments share a Public Safety computer system that includes: Computer Aided Dispatch (CAD), Police Records, Mobile software for Police and Fire units, Police field reporting, electronic ticketing, and multiple interfaces - including 9-1-1 and Fire records. In 2014, the City entered into an agreement with New World Systems Corporation (who has since become Tyler Technologies, Inc.) for a multiphase project. In 2018, Police added the Brazos e-Citations software (now called Enforcement Mobile.) The Police Department plans to implement electronic ticketing for all Patrol Officers, which requires the purchase of additional printers and peripherals such as batteries and chargers. Staff requests Council approve the budget adjustment and one-time purchase of $96,154 to Tyler Technologies Inc., for the purchase of Zebra Bluetooth mobile printers and related peripherals.

FISCAL IMPACT

The recommended budget adjustment will increase the equipment technology budget in the Traffic Safety Fund by $96,154 for the purchase of additional printers and peripherals. There will be no fiscal impact on the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not

considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of software implementation meets the above criteria and is not subject to CEQA. No additional environmental review is required.

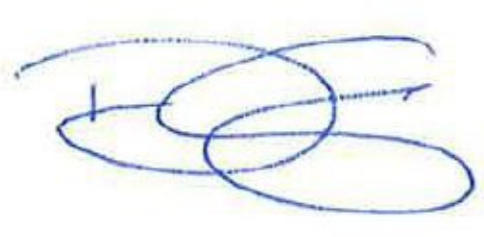
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6532

Budget Adjustment

ORDINANCE NO. 6532

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2022-23, is hereby amended by transferring appropriations as listed on the attached budget adjustment for the Brazos (Enforcement Mobile) electronic citation software.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE:	Mark Peinado, Management Analyst	FISCAL YEAR:	FY2022-23
PREPARER NAME & TITLE:	Mark Peinado, Management Analyst	COUNCIL DATE (if applicable):	07/20/2022
DEPARTMENT/DIVISION:	Police Department	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2321	5399	44040		$96,154	Increase Equipment-Technology under Police Center 44040
			TOTAL	96,154	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	96,154	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2321				($96,154)	Decrease Traffic safety Fund balance
			TOTAL	(96,154)	

Justification for Budget Adjustment:

The Roseville Police Department is requesting a $96,154 increase in Equipment Technology budget in the Traffic Safety Funds. The funds will be used to purchase Brazos e-citation mobile printers and related accessores, allowing the department to implement electronic ticketing for all Patrol Officers.

REQUIRED APPROVALS:

T Bengtson	6/20/22		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

6/20/20223:39 PM

COUNCIL COMMUNICATION

CC #: 2204
File #: 0709-03-02 & 0400-04-09-1

Title:	Fiddyment Apartments - Affordable Rental Housing Agreement
Contact:	Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the Fiddyment Apartment Affordable Rental Housing Agreement with Roseville Pacific Associates LP and authorize the City Manager to execute it. Staff further requests that the City Clerk record the Affordable Rental Housing Agreement at the Placer County Recorder's Office on behalf of the City of Roseville.

BACKGROUND

On April 21, 2021, City Council adopted a resolution to establish the Objective Design Standards (ODS) to streamline the construction of qualified affordable housing projects. The ODS were adopted in order to comply with State housing legislation. Qualified projects that comply with the ODS are subject to a non-discretionary ministerial permit process and can bypass the standard design review process as well as the public notification and hearing process and proceed directly to engineering and building permit review. A qualifying project is a housing development project where no less than 20% of the units are affordable to lower-income households.

On October 20, 2021, the City ministerially approved the Fiddyment Apartments project, located at 2700 N. Hayden Parkway in the West Roseville Specific Plan, using the Objective Design Standards process. The conditions of approval for WRSP Parcel F-8A required two hundred seventy-seven (277) units, with an affordable obligation of fifty-three (53) units to be developed and rented at rates affordable to middle-income households.

The developer submitted a project proposal that included a density bonus request and increased the unit count to three hundred thirty (330) units. The developer is proposing to offer 33 units for extremely low (30% AMI), 66 units for very low (50% AMI), and 227 for low-income (60-80% AMI) households. In addition to the 326 affordable units, the developer will reserve four (4) three-bedroom units for onsite management. The unit mix will consist of 162 one-bedroom, 82 two-bedroom, and 82 three-bedroom units.

Using the ODS process requires the developer, Roseville Pacific Associates LP, to enter into an affordable rental agreement with the City to implement their affordable housing obligations.

Execution and recordation of this Agreement is required prior to the issuance of project building permits. The proposed agreement establishes the methods and terms by which the affordable units will be rented to income-qualified renters. The agreement will also support the City's General Plan in meeting the affordable housing goals and Regional Housing Needs Allocation.

FISCAL IMPACT

No General Fund resources will be used for the implementation of the Affordable Renting Housing Agreement. The rental subsidies for the project that are necessary to comply with the affordability requirements will be borne by the project's developer.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Fiddyment Apartments Affordable Renting Housing Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

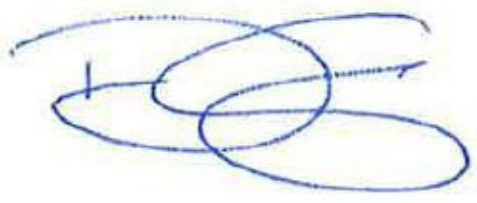
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director



_____
Dominick Casey, City Manager

ATTACHMENTS:
Description
Resolution 22-268

RESOLUTION NO. 22-268

APPROVING AN AFFORDABLE RENTAL HOUSING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE PACIFIC ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Affordable Rental Housing Agreement regarding the real property located at 2700 N. Hayden Parkway (Fiddyment Apartments), Roseville, CA, by and between the City of Roseville and Roseville Pacific Associates, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Affordable Rental Housing Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Affordable Rental Housing Agreement at the Placer County Recorder's Office on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

NO FEE DOCUMENT
PER GOVT. C. §27383

RECORDING REQUESTED BY
City of Roseville

AND WHEN RECORDED, MAIL TO:
City of Roseville
CITY Clerk
311 Vernon Street
Roseville, CA 95678

AFFORDABLE RENTAL HOUSING AGREEMENT
(Project: Fiddyment Apartments)

This Affordable Rental Housing Agreement ("AGREEMENT") is made this ___ day of _____, 2022 ("Effective Date"), by and between the City of Roseville, a municipal corporation ("CITY"), and Roseville Pacific Associates, a California limited partnership ("OWNER/DEVELOPER").

RECITALS

A. On May 5, 2021, CITY approved the Objective Design Standards (ODS) process which allows a streamlined review of qualified affordable housing projects.

B. The OWNER/DEVELOPER is receiving the benefit of land entitlements through the Specific Plan and Development Agreement process, by amendment of the zoning of the property to change residential density or the Objective Design Standards process.

C. On October 20, 2021, CITY ministerially approved the qualified affordable housing project using the Objective Design Standards process (PL21-0279), the "Project". It is proposed that three hundred twenty-six (326) of the units in the Project be developed and rented at rental rates affordable to low, very low and extremely low income households (the "Regulated Units").

D. The Objective Design Standards approval of the Project require OWNER/DEVELOPER to enter into an affordable housing rental agreement to the satisfaction of City Attorney of CITY, implementing the affordable housing obligations of OWNER/DEVELOPER.

E. OWNER/DEVELOPER and CITY enter into this AGREEMENT in order to implement OWNER/DEVELOPER'S affordable housing obligations.

F. OWNER/DEVELOPER has secured the possession of real property located at 2700 N. Hayden Parkway, Roseville, California, 95661, also referred to as Parcel F-8A (as more particularly described in **Exhibit A** (the "Property").

OWNER/DEVELOPER proposes to develop and construct a three hundred and thirty (330) unit rental housing apartment project (the "Project") on the Property, that shall be rented at rents that are affordable to Low (80% and 60% AMI) Very Low (50% AMI) and Extremely Low (30% AMI) income households (the "Regulated Units"). The Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing. Development of the property is governed by the General Plan.

G. The purpose of this AGREEMENT is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project for the benefit of Project occupants and the people of the City of Roseville. The covenants in this AGREEMENT are intended to run with the land and be binding on OWNER/DEVELOPER and OWNER/DEVELOPER's successors in interest for the full term of this AGREEMENT.

NOW, THEREFORE, OWNER/DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth in herein wherever used in this AGREEMENT or attached exhibits.

1. **"CITY"** means the City of Roseville, a municipal corporation.

2. **"AREA MEDIAN INCOME"** (referred to herein as "AMI") means the median income for the Metropolitan Statistical Area which includes the City of Roseville ("MSA"), with adjustments for household size, as determined from time to time by the U.S. Department of Housing and Urban Development (HUD) pursuant to Section 8(f)(3) of the United States Housing Act of 1937 as amended, or such other method of median income calculation applicable to the City of Roseville that HUD may hereafter adopt in connection with said Act. If HUD should cease making such determination, the City may designate another method of calculation of area median income used by any federal or state agency and applicable to the City of Roseville.

3. **"OWNER/DEVELOPER"** means Roseville Pacific Associates, a California limited partnership, together with its permitted successors and assigns.

4. **"PROJECT"** means the development, construction and operation of a residential, multi-family rental apartment project on the Property, to be rented at rents that are affordable to Low and Very Low income households.

5. **"PROPERTY"** means the real property located at 2700 N. Hayden Parkway Roseville, California, 95747 identified and described in **Exhibit A**, attached hereto and incorporated into this AGREEMENT by this reference, and any buildings or improvements now or hereafter situated on such real property.

6. **"QUALIFYING HOUSEHOLD"** means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this AGREEMENT.

7. **"QUALIFYING RENT"** means the maximum monthly rent allowed under **Exhibit B** "adjusted for family size appropriate to the unit" (as such term is defined by Health and Safety Code sections 50052.5 and 50053) including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance). During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent may be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial occupancy of tenants.

8. **"REGULATED UNITS"** means three hundred twenty-six (326) rental dwelling units of the three hundred thirty (330) rental dwelling units on the Property constructed for the Project, that shall be rented at rents that are affordable to Low, Very Low and Extremely Low-income households and having the following composition: one hundred sixty-two (162) one (1) bedroom units, eighty-two (82) two (2) bedroom units and eighty-two (82) three (3) bedroom units.

OWNER/DEVELOPER'S OBLIGATIONS

9. **TERM OF AGREEMENT.** This AGREEMENT shall commence upon the Effective Date and shall remain in full force and effect for fifty-five (55) years after the date OWNER/DEVELOPER obtains a Certificate of Occupancy from CITY for the Project or, in the event the Project has multiple buildings or structures, a Certificate of Occupancy for the last habitable building or structure for the Project. The obligations in this AGREEMENT shall remain effective and fully binding on OWNER/DEVELOPER for this full term regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

10. **LEGAL INTEREST IN PROJECT**. OWNER/DEVELOPER represents that is has legal interest in the Subject Property and that all other persons holding legal or equitable interests in the Subject Property have signed an "Acknowledgement and Consent Certificate", in a form approved by the City Attorney of the CITY, acknowledging and consenting to the terms of this AGREEMENT. All persons holding any legal or equitable interest in the Subject Property shall be bound by this AGREEMENT.

PROJECT OCCUPANCY AND RENTS

11. **OCCUPANCY OF PROJECT.** OWNER/DEVELOPER shall limit, for the full term of this AGREEMENT identified in paragraph 9, above, the rental of Regulated Units to Qualifying Households according to the schedule contained in **Exhibit B** herein, which is hereby incorporated by reference into this AGREEMENT. The income

levels and other qualifications of applicants shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in paragraph 18C, below, and the City of Roseville's rules governing income certification, as these rules may be amended from time to time by California law or as required in order to comply with California law. Specifically, OWNER/DEVELOPER covenants and agrees that for the full term of this Agreement it shall reserve for occupancy: (i) seventeen (17) one-bedroom, eight (8) two-bedroom and eight (8) three-bedroom Regulated Units for households whose income does not exceed thirty percent (30%) of AMI, (ii) thirty-four (34) one-bedroom, sixteen (16) two-bedroom and sixteen (16) three-bedroom Regulated Units for households whose income does not exceed fifty percent (50%) of AMI, (iii) eighty-four (84) one-bedroom, thirty-two (32) two-bedroom and thirty-two (32) three-bedroom Regulated Units for households whose income does not exceed sixty percent (60%) of AMI, and (iv) twenty-seven (27) one-bedroom, twenty-six (26) two-bedroom and twenty-six (26) three-bedroom Regulated Units for households whose income does not exceed eighty percent (80%) of AMI.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court.

12. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit B** as the same may be revised from time to time in accordance with this AGREEMENT and applicable federal or state laws and regulations. Rent shall be no greater than considered "affordable rent" for the applicable household pursuant to Section 50053 of the California Health and Safety Code, as amended, or any successor statute thereto. Nothing in this AGREEMENT shall prevent OWNER/DEVELOPER from charging lower rents.

13. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under Tax Credit Law, rents for Regulated Units may be adjusted no more frequently than: (a) twelve (12) months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Additionally, in no event shall the amount of annual rent increase exceed the amount of annual rent increase allowed by Tax Credit Law. Rents for Regulated Units may be adjusted annually to coincide with the increases in the Annual Adjustment Factors (AAF) as published by the United States Department of Housing and Urban Development (HUD) for the West Region.

In the event HUD terminates publication of the AAF, rents shall be adjusted annually to coincide with the annual percentage increase for residential rent as shown in the "rent, Residential" component of the Housing component in the Consumer Price Index for all urban consumers in the San Francisco-Oakland area. If OWNER/DEVELOPER does not agree with the adjustment factors provided herein, OWNER/DEVELOPER may, within fifteen (15) calendar days of notification by CITY's Housing Manager ("the HM") of that year's adjustment, present to the HM information on which it wishes to base its annual rent adjustment. The HM will review this information and decide on which adjustment factor OWNER/DEVELOPER shall base its annual rent increase. The decision of the HM shall be final.

14. **CONDOMINIUM CONVERSION PROHIBITED.** OWNER/DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units.

15. **NONDISCRIMINATION.** OWNER/DEVELOPER shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Project units on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, gender, gender identity, gender expression, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis. OWNER/DEVELOPER shall include a statement in all advertisements, notices, and signs for the availability of Project units for rent to the effect that OWNER/DEVELOPER is an Equal Housing Opportunity Provider. OWNER/DEVELOPER shall further ensure and require that any contractor or subcontractor engaged in work on the Project shall provide equal opportunity for employment without discrimination as to race, sex, marital status, color, religion, sexual orientation, source of income, national origin or ancestry.

16. **MANAGEMENT RESPONSIBILITIES.** OWNER/DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Property.

17. **MANAGEMENT ENTITY.** The CITY shall have the right to review and approve the management entity chosen by OWNER/DEVELOPER for the Property and, with the prior written consent of the senior lenders and any limited partners (if applicable), shall have the right to require a change in the management agent for the Project in the event OWNER/DEVELOPER is in default under the AGREEMENT. Any contracting of management services by OWNER/DEVELOPER shall not relieve OWNER/DEVELOPER of its primary responsibilities for proper performance of management duties. The CITY approves of the use of ConAm Management Corporation, a California corporation, engaged in the provision of multi-family residential and commercial property management services, as the designated initial management entity for the Project.

18. **DRAFT AND FINAL MANAGEMENT PLANS**.

A. **DRAFT MANAGEMENT PLAN.** OWNER/DEVELOPER shall prepare and submit to CITY a Draft Management Plan for CITY's review and approval. The Draft Management Plan shall be submitted to CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, specific statement as to (1) the identity, experience and duties regarding operation of the Project of any non- profit, public benefit corporation who is a partner of OWNER/DEVELOPER; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; and (9) shall provide as an exhibit thereto a sample form of lease agreement. Upon transfer of the Project of OWNER/DEVELOPER'S interest in the Project, the party to who the Project is transferred shall, as a condition of such transfer, provide CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein.

B. **CITY REVIEW OF DRAFT MANAGEMENT PLAN.** Upon submittal of the Draft Management Plan by OWNER/DEVELOPER to CITY the CITY shall review the Draft Management Plan and provide written comments to OWNER/DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. **FINAL MANAGEMENT PLAN.** Prior to issuance of any Certificate of Occupancy for the Project, OWNER/DEVELOPER shall submit a Final Management Plan to the CITY for its review and final approval no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project or as soon as is practicable after comments are received by the CITY.

Notwithstanding the foregoing, the CITY shall have the right to review and approve any proposed amendments to OWNER/DEVELOPER's contract with its management firm, or any new management contracts, during the term of this AGREEMENT; provided, however, that the CITY's approval shall not be required for a renewal of the initial management contract.

19. **MANAGEMENT AGENT**. The Project shall at all times be managed by an experienced Management Agent reasonably acceptable to CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. During the monitoring as described in Section 26, CITY will assess Management Agent's ability to operate the Project in a decent, safe and sanitary manner. One factor CITY will use to make its assessment will be a comparison of calls for police and fire services with other rental complexes in Roseville which offer similar services.

OWNER/DEVELOPER shall submit for CITY's approval the identity of any proposed Management Agent. OWNER/DEVELOPER shall also submit such additional

information about the background, experience, and financial condition of any proposed Management Agent as is reasonably necessary for CITY to determine whether the proposed Management Agent meets the standards for a qualified Management Agent set forth above.

If the proposed Management Agent meets the standards for a qualified Management Agent set forth above, CITY shall approve the proposed Management Agent by notifying OWNER/DEVELOPER in writing. Unless the proposed Management Agent is disapproved by CITY within thirty (30) days of said submission of identity and qualifications of proposed Management Agent, which disapproval shall state reasonable specificity the basis for disapproval it shall be deemed approved. ConAm Management Corporation, a California corporation is hereby approved by the CITY as the initial Management Agent.

20. **DISMISSAL OF MANAGEMENT AGENT**. If CITY determines in its reasonable judgment that the Project is not being operated and managed in accordance with any of the requirements and standards of this Agreement, CITY shall deliver notice to OWNER/DEVELOPER of its intention to cause replacement of the Management Agent, including the reasons therefore. Within fifteen (15) days of receipt by OWNER/DEVELOPER of such written notice, CITY staff and OWNER/DEVELOPER shall meet in good faith to consider methods for improving the financial and operating status of the Project, including, without limitation, replacement of the Management Agent, which will be in OWNER/DEVELOPER's discretion.

21. **MAINTENANCE AND SECURITY.** OWNER/DEVELOPER shall at its own cost and expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. OWNER/DEVELOPER shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. OWNER/DEVELOPER shall provide adequate ongoing security equipment and services for Project occupants. OWNER/DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan.

In the event the OWNER/DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior written notice to OWNER/DEVELOPER and the senior lenders, the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in CITY's reasonable discretion (with the prior written consent of the senior lenders), and provide for payment thereof. Any amount advanced by CITY to make such repairs, together with the maximum legal interest rate thereon from the date of such shall become an additional obligation of OWNER/DEVELOPER to CITY shall be immediately due and payable to CITY.

22. **UNIT VACANCIES.** OWNER/DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

23. **INSPECTION AND RECORDS.** OWNER/DEVELOPER shall maintain records which clearly document OWNER/DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this AGREEMENT. OWNER/DEVELOPER shall submit any records to the CITY within ten (10) business days of CITY's request. OWNER/DEVELOPER shall permit CITY to enter and inspect the Property and the Project for compliance with obligations under this AGREEMENT upon twenty-four (24) hours advance notice of such visit by CITY to OWNER/DEVELOPER or OWNER/DEVELOPER's management agent and to tenants of any inspected Project units, subject to the provisions of the lease regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

24. **ANNUAL REPORT.** OWNER/DEVELOPER shall submit an annual report to CITY as required by California Health and Safety Code Section 33418, which shall include at a minimum for each Regulated Unit the rental rate and the income and household size of the occupants. The income information required under this report shall be supplied by the tenant in a certified statement on a form provided by CITY. CITY may request additional information be included in the annual report.

25. **MONITORING/NON-COMPLIANCE/CURE**. OWNER/DEVELOPER'S compliance with the provisions of this AGREEMENT shall be reviewed at least annually, and at such other times as CITY may require, upon thirty (30) days prior written notice from CITY. During any such review, OWNER/DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms in Exhibit B and Exhibit C of this AGREEMENT. If, as a result of such review, CITY reasonably finds and determines that OWNER/DEVELOPER has not complied in good faith with the terms and conditions of this AGREEMENT, CITY shall give written notice to OWNER/DEVELOPER of its findings and of the exact nature of OWNER/DEVELOPER'S non-compliance. OWNER/DEVELOPER shall be given a period of sixty (60) days after delivery of any such notice in which to cure, to the reasonable satisfaction of CITY, any non-compliance. In the event CITY fails to give OWNER/DEVELOPER notice of any non-compliance at or before the annual review, OWNER/DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this AGREEMENT during the year covered by the annual review.

26. **CITY REMEDIES FOR BREACH**. If OWNER/DEVELOPER is unable or otherwise fails to cure any non-compliance within sixty (60) days after CITY delivers notice of non-compliance pursuant to Section 26, CITY may, in addition to any other remedy provided by law or equity, modify or terminate this AGREEMENT, seek liquidated damages in accordance with this AGREEMENT, or take any other action available to it under this AGREEMENT.

In particular, and without limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this AGREEMENT, whether by OWNER/DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this AGREEMENT as to all other property within the Project.

In addition, and without limitation by reason of enumeration, OWNER/DEVLOPER acknowledges and agrees that CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

In the event of any breach/default or violation of any agreement, obligation, or warranty under this AGREEMENT, CITY shall give written notice to OWNER/DEVELOPER, with copies to the senior lenders and any limited partner (if applicable), specifying: (a) the nature of the breach or violation, (b) the action required to cure the breach or violation, and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken. CITY agrees to accept any cure from the senior lenders or any limited partner (if applicable) as if it was a cure by OWNER/DEVELOPER. If OWNER/DEVELOPER fails to cure the breach or violation within the time frame specified in the notice CITY additionally has the right, at its sole election, to:

A. Bring an action for equitable relief seeking the specific performance by OWNER/DEVELOPER of the terms and conditions of this AGREEMENT, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property and the Project, and continue in possession until such time as CITY in its sole judgment determines that OWNER/DEVELOPER is in a position to operate the Property and the Project in compliance with this AGREEMENT;

C. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof;

D. For violations of OWNER/DEVELOPER's obligations with respect to occupancy restrictions, Project maintenance, and unit vacancies, impose as liquidated damages a charge upon OWNER/DEVELOPER in an amount of ONE HUNDRED DOLLARS ($100) per day for each Project unit that is not operated in compliance with this AGREEMENT;

E. For violations of OWNER/DEVELOPER's obligations with respect to Project rents, require that OWNER/DEVELOPER refund to any Qualifying Household the amount equal to the actual amount OWNER/DEVELOPER has collected from the Qualifying Household in excess of the Qualifying Rent;

F. Pursue any other remedy allowed at law or in equity.

CITY's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by CITY of any one or more rights or

remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by CITY of any or all other rights or remedies provided for in this AGREEMENT or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

The parties agree that the sum and formulas designated herein as liquidated damages represent a reasonable approximation of the damages CITY is likely to suffer from violations of the respective terms. OWNER/DEVELOPER agrees to pay in full any accrued liquidated damages to CITY within ten (10) calendar days of a written demand by CITY for such payment.

27. **FEES, TAXES, AND OTHER LEVIES.** OWNER/DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency. However, OWNER/DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings, and (b) OWNER/DEVELOPER maintains reserves adequate to pay any contested liabilities.

28. **INSURANCE COVERAGE.** OWNER/DEVELOPER shall cause to have in full force and effect during the term of this AGREEMENT continuous insurance coverage as required by any lienholder.

29. **PROPERTY DAMAGE OR DESTRUCTION.** If any building or improvement erected by OWNER/DEVELOPER on the Property is damaged or destroyed, subject to the requirements of the senior lenders, OWNER/DEVELOPER shall, at its own cost and expense, repair or restore the Property consistent with the original Plans and Specifications for the Project. Such work shall be commenced within one hundred twenty (120) calendar days after the damage or loss occurs and shall be completed within three hundred and sixty-five (365) calendar days thereafter or if the work will reasonably require additional time, OWNER/DEVELOPER will give CITY written notice. Subject to the requirements of the senior lenders, all insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if insurance proceeds are insufficient for such purpose, OWNER/DEVELOPER shall make up the deficiency.

GENERAL PROVISIONS

30. **SUBORDINATION.** Except as expressly set forth herein, this AGREEMENT shall not be subordinated in priority to any other interest in the Property that was not recorded on or prior to the date of recordation of this Agreement, unless the CITY expressly consents, in writing, to the subordination or junior priority of this AGREEMENT. Such consent, if any, shall be within the CITY's sole discretion, and may only be permitted, if at all, for purposes that conform with the circumstances authorized by California Health and Safety Code section 33334.14(a), and to the extent the proposed subordination does not jeopardize the CITY's security interest in the

property and is otherwise consistent and compliant with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project.

31. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** During the term of this AGREEMENT, OWNER/DEVELOPER shall not make or permit any sale, agreement to sell, assignment (other than an assignment to an affiliate of OWNER/DEVELOPER), conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests (other than to an affiliate of any general partner or limited partner), the removal of any general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of CITY. The limitations on OWNER/DEVELOPER's right of assignment or other transfer contained in this paragraph 37 shall not apply to any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by the senior lenders holding a security interest in the Property with priority over the CITY's interests; nor shall they apply to the transfer of limited partner interests in OWNER/DEVELOPER and/or the removal of a general partner or a limited partner pursuant to the terms and conditions of OWNER/DEVELOPER's organizational document.

CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) OWNER/DEVELOPER is in compliance with this AGREEMENT or the Transfer will cure existing violations of this AGREEMENT; (b) the transferee agrees to assume all obligations of OWNER/DEVELOPER imposed by this AGREEMENT; (c) the transferee demonstrates to CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this AGREEMENT; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project; and (e) the Transfer has been approved by CITY's governing body, if such approval is required.

During the term of this AGREEMENT, OWNER/DEVELOPER shall not engage in any financing or other transaction creating any mortgage or other encumbrance or lien upon the Property and/or the Project (except for any financing provided by CITY), without the prior written consent of CITY, which consent will be in CITY's sole discretion but not unreasonably withheld. CITY may give its consent to such financing if and only to the extent necessary to maintain or improve the affordability or condition of the Property and/or the Project.

32. **NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS**. No member, official, director, employee, agent or independent contractor of CITY shall be personally liable to OWNER/DEVELOPER or third party beneficiaries for any obligation created under the terms of this AGREEMENT.

33. **INDEMNITY AND WAIVER**. Notwithstanding the insurance coverage required herein, OWNER/DEVELOPER shall indemnify and hold CITY, its members,

officials, directors, employees, agents and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which Indemnitees may incur as a result of (1) OWNER/DEVELOPER's failure to perform any obligations as and when required by this AGREEMENT; (2) any failure of OWNER/DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by OWNER/DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the OWNER/DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. OWNER/DEVELOPER's duty to indemnify Indemnitees shall survive the term of this AGREEMENT.

OWNER/DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.* ("CHRHA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, any Project entitlements, permits, or approvals have conferred upon the OWNER/DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRHA.

34. **GOVERNING LAW.** This AGREEMENT shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

35. **AGREEMENT CONTROLS**. In the event that any provisions of this AGREEMENT and any of its exhibits, the terms of the AGREEMENT shall control.

36. **ATTORNEYS' FEES AND COSTS**. In the event that a legal or administrative action is brought to interpret or enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

37. **TIME**. Time is of the essence in this AGREEMENT.

38. **CONSENTS AND APPROVALS**. Except as otherwise expressly provided in this AGREEMENT, any consent or approval required under the AGREEMENT shall not be unreasonably withheld or delayed.

39. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between OWNER/DEVELOPER and CITY shall be given by first class or certified mail, return receipt requested, postage prepaid or delivered personally, to OWNER/DEVELOPER and CITY as follows, or at such other address as a party may designate by written notice to the other party:

City of Roseville
Housing Manager
316 Vernon Street #150
Roseville, CA 95678

Roseville Pacific Associates
3351 M Street, Suite 100
Merced, CA 95348

40. **BINDING UPON SUCCESSORS**. All provisions of this AGREEMENT shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of OWNER/DEVELOPER and CITY, and shall run with the land for the full term of this AGREEMENT. Any successor in interest to OWNER/DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on OWNER/DEVELOPER under this AGREEMENT for the full term of this AGREEMENT. The term "OWNER/DEVELOPER" as used in this AGREEMENT shall include all such assigns, successors-in-interest, and transferees.

41. **RELATIONSHIP OF PARTIES**. The relationship of OWNER/DEVELOPER and CITY for this Project during the term of this AGREEMENT shall not be construed as a joint venture, equity venture, or partnership. CITY neither undertakes nor assumes any responsibility or duty to OWNER/DEVELOPER or to any third party with respect to the operation of the Property or the actions of OWNER/DEVELOPER. Except as CITY may specify in writing, OWNER/DEVELOPER shall have no authority to act as an agent of CITY or to bind CITY to any obligation.

42. **WAIVER.** Except as otherwise expressly provided in this AGREEMENT, any waiver by CITY of any obligation in this AGREEMENT must be in writing. No waiver shall be implied from any delay or failure by CITY to take action on any breach or default of OWNER/DEVELOPER or to pursue any remedy allowed under this AGREEMENT or applicable law. Any extension of time granted to OWNER/DEVELOPER to perform any obligation under this AGREEMENT shall not operate as a waiver or release from any of its obligations under this AGREEMENT. Consent by CITY to any act or omission by OWNER/DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for CITY's written consent to future waivers.

43. **OTHER AGREEMENTS.** OWNER/DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this AGREEMENT. OWNER/DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this AGREEMENT without an express written waiver by CITY.

44. **AMENDMENTS AND MODIFICATIONS**. Any amendments or modifications to this AGREEMENT must be in writing, and shall be effective only if executed by both OWNER/DEVELOPER and CITY, following receipt of all required approvals, and only with the consent of the senior lenders and any limited partner (if applicable).

45. **SEVERABILITY**. Every provision of this AGREEMENT is intended to be

severable. If any provision of this AGREEMENT is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

46. **ADMINISTRATIVE FEE.** Intentionally deleted.

47. **REFINANCING REVIEW FEE.** In the event that the Property and/or the Project is a tax credit project and is refinanced during the term of this Agreement, OWNER/DEVELOPER shall provide notice to CITY of its plan to refinance and ensure that this Agreement remains in effect after the refinance is complete. A prepayment of two-thousand five hundred ($2,500.00) shall be due by OWNER/DEVELOPER, for CITY's staff costs in reviewing any refinancing documentation submitted to CITY for CITY's review. Such prepayment shall be submitted by OWNER/DEVELOPER prior to CITY commencing any review. OWNER/DEVELOPER shall not be entitled to receive a refund of any such fee in the event that OWNER/DEVELOPER fails to complete such refinancing.

48. **TENANT MONITORING FEE.** Commencing five (5) years after the date the first unit is leased for the Project and annually thereafter, OWNER/DEVELOPER shall pay to CITY, not later than March 31 of each year, a tenant monitoring fee equal to FORTY DOLLARS ($40) for each of the 54 moderately affordable units required by the Development Agreement entered into by Roseville Fiddyment Land Venture, LLC and CITY on February 23, 2004, and recorded on June 21, 2004 in the official records of Placer County as Document No 2004-0080708 and as amended from time to time by subsequent entities in interest, within the Project. The fee for each unit shall be prorated over the portion of the year that the unit was occupied or leased. CITY will provide an invoice for the tenant monitoring fee on or before January 15 of the year it is due. A penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.

49. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** During the term of this AGREEMENT, OWNER/DEVELOPER to participate in the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority") or its successor.

50. **CHECKLIST FOR REGULATED UNITS.** OWNER/DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by **Exhibit C**, or OWNER/DEVELOPER'S equivalent as approved in writing by CITY.

[Signatures Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date.

City of Roseville, a municipal corporation:

BY: _____

DOMINICK CASEY
City Manager

ATTEST:

BY: _____

CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

MELISSA ANGUIANO
Economic Development Director

By: TPC HOLDINGS IX, LLC,
an Idaho limited liability company:
Its: Administrative General Partner

BY: Pacific West Communities, Inc.,
an Idaho corporation
Its: Manager

By: _____
Caleb Roope
President and CEO

AND

By: CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING,
a California Nonprofit Public Benefit Corporation
Its: Managing General Partner

By: _____
Christina Alley
Chief Executive Officer

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 Idaho

County of Ada

On 6/27/22 before me, **Katie Callen, Notary Public** personally appeared Caleb Poppe, 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 Idaho that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Commission Expires: 7/8/2027

KATIE CALLEN
COMMISSION #65899
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/08/2027

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City Manager

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City Clerk

APPROVED AS TO FORM:

BY: _____

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

MELISSA ANGUIANO
Economic Development Director

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Its: Administrative General Partner

BY: Pacific West Communities, Inc.,
an Idaho corporation
Its: Manager

By: _____
Caleb Roope
President and CEO

AND

By: CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING,
a California Nonprofit Public Benefit Corporation
Its: Managing General Partner

By: _____
Christina Alley
Chief Executive Officer

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 Merced }

On June 28, 2022, before me, Jennifer Bertuccio, Notary Public, personally appeared Christina Alley, 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.

JENNIFER BERTUCCIO
Notary Public - California
Merced County
Commission # 2352016
My Comm. Expires Mar 17, 2025

Notary Public

My Commission Expires:
March 17, 2025

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

Lot 6, as shown on the "Final Map of Fiddyment Ranch Phase 3, Subdivision No. PL-0364" filed for record on November 8, 2019, in Book "EE" of Maps, at Page 74, in the Official Records of the County of Placer, State of California.

APN: 492-012-091

EXHIBIT B
OCCUPANCY AND RENT RESTRICTIONS

	One Bedroom		Two Bedroom		Three Bedroom	
Maximum Household Income as Percentage of AMI	Number of Units	Initial Qualifying Rent (Gross)	Number of Units	Initial Qualifying Rent (Gross)	Number of Units	Initial Qualifying Rent (Gross)
30%	17	$504	8	$601	8	$689
50%	34	$884	16	$1,056	16	$1,216
60%	84	$1,074	32	$1,284	32	$1,479
80%	27	$1,453	26	$1,740	26	$2,006
Non-Rent Restricted for On-Site Management	0		0		4	
TOTAL	162		82		86	

EXHIBIT C
CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

____ Certification of Affordable Rental Unit Eligibility Form

____ Calculation of Tenant Eligibility Form

____ Record of Rental Increases

____ Written, third party verification of all income sources, including:

- ____ Employment
- ____ Self-employment (tax return and profit & loss statement for current year)
- ____ Unemployment
- ____ AFDC (Welfare) Benefits
- ____ Child Support
- ____ Alimony
- ____ Social Security Benefits
- ____ Supplemental Security Income (SSK)
- ____ VA or Military Benefits
- ____ Pensions and/or Annuities
- ____ Retirement Funds
- ____ Savings Accounts (Interest Income)
- ____ Checking Accounts
- ____ Government Grants
- ____ Trust Funds
- ____ Stocks & Bonds (Cash Value)
- ____ Life Insurance (Cash Value)

Name _____ **Complex** _____

Title _____ **Date** _____

CERTIFICATION OF RESIDENT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit (complete sections 1-5 for each household member):

1) Name of Member of the Household	2) Relationship to Head of Household	3) Age	4) Social Security No.	5) Place of Employment (if applicable)

CERTIFICATION OF RESIDENT ELIGIBILITY (cont.)

INCOME COMPUTATION

6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is $_____.

Included in the total anticipated income listed above are:

a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

a. Casual, sporadic or irregular gifts;

b. Amounts which are specifically for or in reimbursement of medical expenses;

c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;

d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;

e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;

f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

g. Foster child care payments;

h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we

declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____day of _____in the City of _____California.

_____
Applicant

_____
Applicant

_____
Applicant

_____
Applicant

_____
Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

CALCULATIONS OF TENANT ELIGIBILITY
FOR AFFORDABLE RENTAL FORM

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

SOURCE	**MONTHLY**	**ANNUAL**
Social Security	$ _____	$ _____
Social Security	$ _____	$ _____
Civil Service	$ _____	$ _____
Pension _____	$ _____	$ _____
Interest _____	$ _____	$ _____
Wages _____	$ _____	$ _____
Tips _____	$ _____	$ _____
Wages _____	$ _____	$ _____
Tips _____	$ _____	$ _____
Child Support	$ _____	$ _____
Welfare	$ _____	$ _____
Stocks/Bonds	$ _____	$ _____
Other _____	$ _____	$ _____
Other _____	$ _____	$ _____
TOTAL INCOME	**$ _____**	**$ _____**
	Monthly base rent	$ _____
	Move-in date	_____

BY

TITLE _____

DATE _____

AFFORDABLE TENANT
RECORD OF RENTAL INCREASES

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME _____ APT. NO. _____

MOVE-IN DATE _____ INITIAL BASE RENT $_____

ANNUAL INCOME $_____

DATE OF INCREASE	CURRENT RENT		ANNUAL ADJUSTMENT FACTOR		NEW RENT
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____

COUNCIL COMMUNICATION

CC #: 2216
File #: 0704

Title: Joint Use of School/Park Sites - Master Agreement
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve a Master Joint Use Agreement between the City of Roseville and the Roseville City School District for a term of five (5) years.

BACKGROUND

In 2017, the City and District entered into a Master Joint Use Agreement ("JUA") which covered all joint use park and school sites in the City. The JUA allows for City use of school facilities for recreation programs, and District use of City parks located adjacent to an elementary or middle school within the district boundaries. That JUA terminated after five (5) years on June 30, 2022, and allowed both the City and District to review and/or revise the JUA for another agreed upon term. Staff from both agencies have been reviewing and updating the terms of the JUA over the last several months. The District's Board approved the updated JUA at their June 21, 2022 Board meeting. The updated JUA is proposed for another five (5) year term.

Changes to the JUA include:
• Adding the youth development program into the JUA. This was not a part of the 2017 effort
• Adding kitchens for joint use and clarifying specific use of some kitchen equipment
• Updating the number of days for written notice related to bumping rights from seven (7) days to fourteen (14) days
• Clarifying timelines for notice of major planned repair work on school sites
• Updating times of use related to indoor school facilities
• Clarifying location of restrooms to be the closest, most appropriate locations for our Youth Development programs for new school sites
• Unlocking gates for schools adjacent to City parks
• Adding that the District assumes responsibility for all injuries and/or property damage when using City park property
• Clarifying that the City shall mow school turf at least one time per week and fertilize at least two times a year
• Clarifying that Buljan Middle School is the only school where the City will make minor irrigation systems repair. This is because the school site and City park are connected
The JUA is proposed for another five (5) year term.

FISCAL IMPACT

A small increase in General Fund costs, estimated to be less than $25,000, is associated with this JUA related to City-provided turf maintenance for new school sites. Aside from this cost increase, no additional costs are anticipated. In return for the services provided, the City receives the benefit of the use of school district facilities, such as gymnasiums and sports fields. The City and District will monitor services provided and benefits received to ensure continued equity in this JUA.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a Master Joint Use Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

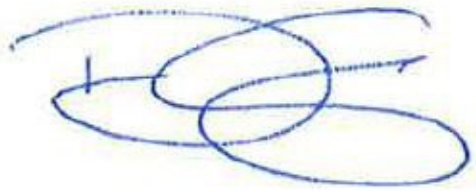
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-282

Final Executed JUA

Redline Version of JUA

RESOLUTION NO. 22-282

APPROVING A MASTER AGREEMENT FOR JOINT USE OF SCHOOL/PARK SITES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Master Agreement for Joint Use of School/Park Sites, between the City of Roseville and the Roseville City School District, 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

MASTER AGREEMENT FOR JOINT USE OF SCHOOL/PARK SITES

THIS AGREEMENT is made and entered into this ___day of _____, 2022, by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville City School District, a California public school district ("DISTRICT"); and

RECITALS

WHEREAS, Education Code Section 10900 et seq. authorizes the parties hereto to enter into agreements for the purposes of organizing, promoting, and conducting programs for city use and community recreation; and

WHEREAS, "CITY Use" is defined as use by CITY which is programmed and supervised by CITY including but not limited to youth sports programs, special interest classes, adult sports leagues, and special events; and

WHEREAS, "Community Recreation" is defined for purposes of this Agreement as unsupervised passive/informal recreation for members of the community; and

WHEREAS, "School Facilities" is defined herein as school property owned by the DISTRICT including buildings and their interior as well as exterior grounds, fields and athletic grounds; and

WHEREAS, "Youth Development Programs" is defined herein as Out-of-School-Time programs known as Adventure Club and ASES, as well as Preschool, providing supervised recreational opportunities for children ages three (3) to twelve (12), hosted and operated by CITY staff in CITY-owned facilities located on elementary or middle school campuses; and

WHEREAS, in exchange for financial contributions in specific locations as described herein, CITY obtained rights to use the interior spaces and/or multi-use and sport turf areas of School Facilities for City Use and Community Recreation; and

WHEREAS, in exchange for maintenance obligations, CITY also obtained rights to use DISTRICT's indoor gymnasiums and/or multi-purpose rooms and multi-use and sports turf areas of School Facilities for City Use and Youth Development Programs; and

WHEREAS, in exchange for the provision of Youth Development Programs serving DISTRICT students, DISTRICT hereby grants CITY permission to construct, own and operate buildings located on school campuses for the operation of its Youth Development Programs; and

WHEREAS, SCHOOL SITE as used in this Agreement refers to the specific school being used by CITY, and DISTRICT and SCHOOL SITE are considered the same entity with the same obligations noted as DISTRICT; and

WHEREAS, CITY's General Plan's Parks and Recreation Element and Public Facilities Element for schools encourage joint use in order to maximize public use of facilities for CITY and DISTRICT, to minimize duplication of services, to facilitate shared financial and operational responsibilities of facilities for both parties and the community; and

WHEREAS, the parties have a long history of cooperative agreements to share facilities for City Programming and Community Recreation and wish to continue this practice; and

WHEREAS, on September 6, 2017, the parties terminated any and all previous agreements for the provision of school/park space, excluding only the Agreement for the Joint Use of Approximately 1.7 Acres of the Sargeant School Site by the City of Roseville for Park and Community Recreation Purposes, dated February 19, 1992, attached hereto and incorporated herein as Exhibit A, and replaced them with this Agreement which details the parties' joint use

and maintenance of all school and park sites listed in Exhibit B-1 and depicted in the school facilities maps in Exhibit B-2, attached hereto and incorporated herein by reference;

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be valid and binding once fully executed and through June 30, 2027. The parties may mutually agree to extend the term of this Agreement or agree to a different term of Agreement in writing.

2. Termination of Prior Agreements. All prior joint use agreements, written or unwritten, included but not limited to those associated with all middle and elementary schools within DISTRICT, and including but not limited to the Agreement for Community Recreation Services Between the City of Roseville and the Roseville City School District, dated April 14, 1976, have been terminated and replaced with this Agreement, except for the Agreement for the Joint Use of Approximately 1.7 Acres of the Sargeant School Site by the City of Roseville for Park and Community Recreation Purposes, dated February 19, 1992 ("1992 Sargeant Agreement"), attached hereto and incorporated herein as Exhibit A.

a. While the 1992 Sargeant Agreement remains valid and in place, the parties intend that certain paragraphs contained in this Agreement will also apply to the 1992 Sargeant Agreement and that this Agreement shall be considered mutual written agreement to amend or modify that 1992 Sargeant Agreement. The following paragraphs of this Agreement shall apply to the 1992 Sargeant Agreement: paragraphs 3 through 8, including all subparagraphs contained therein.

b. If any provisions contained in the 1992 Sargeant Agreement conflict with any of the paragraphs of this Agreement, which the parties have specifically stated shall apply in

paragraph 2.a. above, then the language in this Agreement shall be considered as controlling and having modified the earlier inconsistent language.

3. CITY Use for all Roseville City Schools within DISTRICT (Existing and New).

a. School facilities. CITY shall have first priority for use of multi-purpose rooms, gymnasiums, kitchens (excluding equipment, i.e. warmers, ovens, dishwasher, etc.), multi-use/sports fields, outdoor recreation amenities and all school parking lots for City Use and Youth Development Program purposes during after-school hours, Monday through Friday, on weekends and holidays, and during summer vacation unless school is in session for summer school, provided that DISTRICT does not need these facilities for school-sponsored activities. Additionally, CITY may be granted use of classrooms on a case by case basis upon request to the District and upon approval by the District. Gymnasiums for CITY Use shall be limited to four (4) weeknights per week (Monday - Friday), and one (1) weekend day, according to a schedule agreed to by parties. Gymnasiums and multi-purpose rooms may be used for Youth Development Programs five (5) days per week (Monday-Friday), according to a schedule agreed to by parties. CITY shall assume responsibility for all injuries to persons and all costs related to theft, vandalism, and property damage caused by Youth Development Programs and City Use of school facilities

b. DISTRICT Preemption (Bumping Rights). DISTRICT shall provide CITY written notice of being bumped for planned school activities at least fourteen (14) calendar days prior to the effective date of use. When this occurs District will make reasonable efforts to provide an alternative facility if necessary to minimize the disruption to CITY's use.

c. CITY shall inform DISTRICT no less than fourteen (14) calendar days prior to planned usage of any reserved dates, times and facilities that will not be utilized.

d. Major planned repair work by DISTRICT such as floor resurfacing, etc., and/or other planned events that limit the availability of the SCHOOL SITE shall be coordinated preferably no less than six (6) months and, at minimum, 90-days in advance of on-site work or event. Coordination efforts shall include making alternative facilities available if necessary to minimize the disruption to CITY's use.

e. Indoor school facilities. CITY shall have first priority for CITY Use on evenings, weekends, holidays and vacation periods at a minimum of 5.0 consecutive hours per scheduled day, as early as 8:30 a.m. on non-school days, Saturdays and Sundays throughout the year, and between 5:45 and 10:45 p.m. on school days, to include setup and cleanup time. CITY shall have first priority for Youth Development programs Monday through Friday, from the conclusion of the school day until 6:00 p.m.

f. A schedule of dates for use of DISTRICT facilities will be arranged to avoid conflict between DISTRICT and CITY use. In scheduling such dates, Foothill Intermediate Schools Athletic League events and programs (which are school sponsored events) shall have first priority; use by CITY shall have second priority; and any other events by groups or agencies, such as, but not limited to boy/girl scouts, neighborhood associations, boosters, club sports, including but not limited to private sports leagues and travelling teams, etc., shall have third priority. Schedules shall be maintained for the use of school facilities by designated representatives of SCHOOL SITE and CITY.

g. SCHOOL SITE shall provide to CITY any and all facility alarm codes (where applicable) and security company contact information in case of false alarms. If alarm codes and security company contact information are provided, costs for false alarms triggered by CITY shall be the responsibility of CITY. Costs for false alarms triggered by SCHOOL SITE

staff after a program has ended, but during reserved CITY use periods shall be the responsibility of SCHOOL SITE.

h. SCHOOL SITE shall provide access to restrooms and storage for shared equipment during CITY scheduled use of indoor facilities and for Youth Development Programs. Locations shall be site specific and coordinated between the CITY and SCHOOL SITE Principal.

i. DISTRICT agrees that, during the period that CITY has use, control and benefit of said facilities, CITY may charge such admission and fees for the use of said facilities as CITY may from time to time determine. All monies so levied and collected by the CITY shall remain the property of the CITY. However, no event for which an admission price is charged shall be held pursuant to the Agreement except amateur athletic contests, demonstrations or exhibits, and other educational and non-commercial events. DISTRICT may levy an appropriate charge for the use of the facilities for commercial events.

4. Joint Use of Outdoor Recreation Facilities.

a. DISTRICT hereby grants to CITY the right to use for Community Recreation the school grounds, play equipment, hard courts and multi-use playfields which are presently operated by SCHOOL SITE, without cost, except as may be authorized herein, unless such use is in conflict with District programs or events.

b. Gates shall be locked during school hours. SCHOOL SITE shall unlock gates at schools adjacent to CITY parks for Community Recreation and access after school to sunset during the week. CITY shall unlock gates at schools adjacent to CITY parks at sunrise and lock gates at sunset on weekends, holidays and school vacation periods.

c. CITY assumes responsibility for all injuries to persons and all costs related to theft, vandalism, and property damage at SCHOOL SITE caused as a result of unsupervised

Community Recreation use. DISTRICT reserves the right to close a school facility for Community Recreation due to ongoing vandalism, property damage, and/or theft caused by Community Recreation with thirty (30) days' notice to CITY.

d. DISTRICT agrees to seek input from CITY on fencing design prior to installation of fencing at any SCHOOL SITE. No fencing may be installed on CITY property without prior written consent of CITY.

e. CITY grants to DISTRICT the right to use adjacent park property for activities occurring on the turf, physical education classes, athletic events, outdoor education and other similar activities ("School Use") unless such use is in conflict with scheduled CITY programs or events.

f. DISTRICT assumes responsibility for all injuries to persons and all costs related to theft, vandalism, and property damage to park site cause as a result of School Use.

5. Supervision. All activities sponsored by DISTRICT shall be supervised and conducted by DISTRICT and all CITY sponsored activities shall be supervised and conducted by CITY. DISTRICT and CITY shall be responsible, respectively, for said areas during the period of their respective sponsorship, and each will bear the cost of all necessary expendable equipment, supervising and teaching personnel needed during said period.

6. Utilities, Maintenance and Repair.

a. DISTRICT shall provide and allow use by CITY of such utility services as are required to place such facilities in operation for CITY Use including water, electricity, gas, sanitary sewer, storm drain, etc. CITY shall reimburse DISTRICT for its fair share of gas and electricity for CITY Use as determined by the following formula:

i. The CITY's share of total campus operational time for CITY Use (as a percentage) multiplied by the CITY's share of total campus square footage for CITY Use (as a percentage) multiplied by SCHOOL SITE's total monthly utility bill will equal the monthly cost to CITY.

ii. "Operational time" is determined by dividing the number of hours of CITY Use for the month by the number of school days per month multiplied by twelve (12) hours plus any additional weekend, holiday and evening use by CITY.

iii. "CITY's share of total campus square footage" is determined by dividing the total square footage used by CITY by the total square footage of SCHOOL SITE.

iv. For use of a multipurpose room the CITY's share of total campus square footage shall be multiplied by a factor of two.

v. For use of a gym the CITY's share of total campus square footage shall be multiplied by a factor of three.

b. DISTRICT shall bill CITY quarterly for gas and electricity costs resulting from CITY Use.

c. DISTRICT shall pay monthly utility charges such as electric services, water and sewer for Youth Development Program buildings located on each SCHOOL SITE. CITY shall pay for telephone and data services.

d. CITY shall pay all costs associated with connecting future Youth Development Program buildings to utilities including, but not limited to, electric service, sewer, water, fire water, data and telephone.

e. CITY shall be responsible for all costs of custodial services, maintenance, repairs and improvements at Youth Development Program buildings and shall provide

DISTRICT at least 72 hours advance notice of any repairs or improvements, unless deemed an emergency.

f. CITY agrees to comply with all requirements of the Education Code in the use of such facilities under this Agreement, and CITY further agrees to abide by the written rules and regulations established by the Board of Education of DISTRICT of such use.

g. The use of such facilities by CITY, as set for the above, shall not at any time interfere with the regular conduct of school activities nor shall such use be inconsistent with the use of such facilities for school purposes.

h. DISTRICT shall provide all custodial services for such indoor facilities of any area used by the CITY. CITY shall continue to pay DISTRICT $6,000 annually toward the increased custodial time to maintain the additional square footage of the gymnasium that CITY'S financial contribution built at Chilton Middle School. Any custodial costs incurred by the DISTRICT as a result of CITY use in excess of ordinary costs necessary to maintain said facilities in a neat and safe condition as shall be billed directly to CITY.

i. DISTRICT shall maintain and repair all facilities constructed on school property in a neat and safe condition. DISTRICT shall perform regular and reasonable inspections and caretaking necessary to maintain such neat and safe condition required of all such facilities.

j. CITY shall do all necessary maintenance, caretaking and repair of park amenities used for school purposes to maintain the parks in a neat and safe condition for the uses described in this Agreement.

k. CITY shall mow at least one time per week year-round, fertilize at least two times per year and aerate once per year the designated turfed fields on school property used

for City Use and Community Recreation purposes, as shown on Exhibit B-1. Service levels for multi-use and sports turf shall be consistent with established CITY standards for neighborhood parks.

l. CITY and DISTRICT shall use reasonable caution in the use of shared facilities. CITY and DISTRICT shall clean property used by the other and shall report any defects in any such facilities within a reasonable time after the discovery thereof. Once reported to the other, liability for damage, harm or injury to any person or property arising from such defect shall remain with the owner of such facility to the extent allowed by law. In such case, the property owner shall defend, indemnify and hold harmless the other from any claim or action arising therefrom.

m. Each party shall be responsible to the other for any and all damages to shared facilities which are proven to be a proximate result of its use. This is to include CITY Use and Community Recreation.

n. Each party shall be responsible for cleaning shared facilities necessitated by its use. This shall include CITY Use and Community Recreation

o. Minor repair and/or replacement of irrigation systems as necessary shall be performed at Buljan Middle School by CITY as needed at CITY expense. If major repairs or replacement of irrigation systems are necessary, the CITY and DISTRICT will meet and negotiate a fair share cost splitting.

p. Repair and/or replacement of the multi-use and sports field or amenities that are a part of the multi-use field (i.e., the back stop) on park property and shared by SCHOOL SITE for physical education classes, recess or other shall be performed by CITY. Repairs or replacement of amenities needed to ensure public safety or usability shall be discussed and

negotiated for a fair share cost between the DISTRICT and CITY in advance of making repairs or improvements.

q. All improvements constructed, erected or installed on said school grounds or play fields by CITY, no matter how affixed or attached to the land, shall be and at all times remain the property of the CITY with the right of removal at any time. In the event of such removal, said school grounds or play field shall be left in at least as good a condition as existed prior to the construction of said improvements. Prior to such removal, DISTRICT shall have the right to purchase such improvements at a price mutually agreed upon. In the event of disagreement, an average price set by two independent appraisers will be used. CITY shall not have the right to remove any lawns, trees, shrubs or sprinkler systems installed on school grounds or play fields.

r. School Facilities. DISTRICT shall be responsible for maintaining, at its sole expense, all school buildings, hard court areas, parking lots and landscape areas, including lawn around school buildings. Repairs or replacement of amenities needed to ensure public safety or usability shall be discussed and negotiated for a fair share cost between the DISTRICT and CITY in advance of making repairs or improvements. (Basketball hoops, scoreboards, winch motors, etc.)

7. Indemnification. Each party shall defend, indemnify and save and hold harmless from liability the other party, its officers, agents, representatives, employees, or volunteers while acting as such from all damages, claims, losses or expenses which any of them shall become obligated to pay by reason of any liability imposed by law because of damage to property or injury or death of any person received or suffered by reason of operation by each party of its own program or activity upon the other's property, save and except such matters which arise from

either party's sole active negligence. The parties intend that this provision shall be broadly construed. The defense and indemnification obligations set forth herein shall survive the termination of this Agreement.

8. Annual Meeting. The CITY and DISTRICT shall meet annually in March in order to review and discuss the Master Agreement Joint Use of School/Park Sites.

9. Termination. This Agreement shall continue in full force and effect until June 30, 2027, unless the Agreement is terminated or extended as provided herein.

a. Early Termination. This Agreement may be terminated at any time by mutual agreement by the parties in writing.

b. Termination for Cause. Either party may terminate this Agreement for cause defined as any material violation of the terms of this Agreement. Prior to such termination the party seeking to terminate the Agreement shall provide notice of intent to terminate in writing. Thereafter, the other party shall have thirty (30) days to cure the alleged violation. The parties shall meet and confer in good faith to attempt to resolve the dispute. Either party may invoke the dispute resolution clause below if resolution cannot be reached after notice of intent to terminate.

10. Dispute Resolution. In the event that either party disputes the meaning of the terms of this Agreement or believes the other party has violated the terms of this Agreement, both parties shall attempt to resolve the dispute in good faith through the following dispute resolution process:

a. Notice shall be given in writing to the other party that a dispute exists and that the party is triggering this dispute resolution process.

b. The parties will meet at a mutually agreeable time within fifteen (15) days of the notice to discuss the dispute and attempt to reach resolution.

c. If the parties cannot reach resolution on their own, they will retain the services of a mutually selected third party mediator and will mediate the dispute in good faith.

11. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assign of the respective parties hereto.

12. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be duly served and given when personally delivered or deposited in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District:

Roseville City School District
Attn: District Superintendent
1050 Main Street
Roseville, CA 95678

City:

City of Roseville
Attn: Director of Parks Recreation & Libraries
316 Vernon Street
Roseville, CA 95678

Either party may amend its address for notice by giving notice to the other party in writing.

13. Attorney's Fees. Either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation after completing the dispute resolution procedure. 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.

14. Venue. 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. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties. Amendments to Exhibit B-1 and B-2 to add or remove school sites, parks or school facilities maps may be executed administratively without City Council and Board of Education approval.

16. Integration. The terms and provisions contained in this Agreement constitute the entire agreement of the parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof. It shall be read as a whole.

17. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall constitute an original, but both of which shall comprise a single agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____ adopted by the Council of the City of Roseville on the ____ day of _____ 2022, and DISTRICT has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JILL GELLER
Parks, Recreation & Libraries Director

ROSEVILLE CITY SCHOOL DISTRICT,
a California public school district

BY: _____
its: Derk Garcia, Superintendent

and

BY: _____
its: Amy Banks, Assoc. Supt., Business

EXHIBIT A

SARGEANT AGREEMENT

AGREEMENT FOR THE JOINT USE OF APPROXIMATELY 1.7 ACRES OF THE SARGEANT SCHOOL SITE BY THE CITY OF ROSEVILLE FOR PARK AND COMMUNITY RECREATION PURPOSES

This joint use of facility agreement, made and entered into this 19th day of February, 1992, by and between the CITY OF ROSEVILLE, a municipal corporation, hereinafter referred to as "CITY" and the ROSEVILLE CITY SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT".

WHEREAS, Education Code Sections 10900, et seq., authorizes the CITY and DISTRICT to enter into agreements to provide community recreation programs; and

WHEREAS, the parties hereto desire to jointly maintain community recreation programs and use the property shown as Parcel B on Exhibit "B" for park and school playground purposes; and

WHEREAS, the public interest, convenience and necessity will be served thereby.

NOW, THEREFORE, in consideration of the promises and of the mutual terms and conditions herein contained, said parties acting by and through the respective governing and legislative bodies, do hereby mutually promise and agree, pursuant to the authorization hereinabove referred to, as follows:

1. RECITALS

The above recitals are incorporated herein by this reference.

FILED

FEB 24 1992

CITY OF ROSEVILLE

BY _____

2. PROPERTY DESCRIPTION

DISTRICT hereby grants to CITY the right to use the real property described in Exhibit "A" (the Property) for park and recreational purposes upon the terms and conditions hereinafter set forth.

3. TERM

The term of this agreement shall commence on the 1st day of February, 1992, and end on June 30, 2002. Thereafter this agreement shall be automatically extended for successive one (1) year terms unless either party gives the other party at least six (6) months (before January 1) written notice prior to the commencement of a new term (July 1).

4. IMPROVEMENTS BY CITY

DISTRICT grants CITY, at its sole cost and expense, the right to improve the Property for park and recreational purposes, including but not limited to, a xeriscape demonstration landscape garden, hardcourts, play apparatus, picnic facilities, amphitheater and potential off-street parking.

Any and all improvements made by CITY or DISTRICT shall be in accordance with applicable specifications and standards used by the CITY for other parks and any applicable structural requirements of the Office of the State Architect for the construction of school facilities. All improvements shall be approved in advance in writing by the City Director of Parks and Recreation and DISTRICT.

At all times during the term of this agreement the CITY shall, at it's own cost and expense, maintain the Property and facilities installed by CITY.

All improvements and facilities constructed, erected or installed by CITY on DISTRICT property, no matter how affixed to the land or buildings, shall remain the property of the CITY and may be removed by the CITY, at any time, after ninety (90) days written notice thereof to DISTRICT. Upon removal CITY shall restore the premises to their original condition or a condition acceptable to the DISTRICT.

5. JOINT USE

DISTRICT shall have reasonable and supervised use of the Property during the regular school term during the regular school day. Such use shall include, but not be limited to, hardcourt activities, outdoor classroom activities, play apparatus activities, outdoor seating and picnic activities, off-street parking, and walking tours through the xeriscape demonstration garden. CITY may use the Property during the "regular school day" provided that the use does not interfere with the instructional program. The DISTRICT may also use the Property after school hours upon advance notice and approval from the CITY. For purposes of this agreement, the term "regular school day" means the instructional day as defined by Education Code Sections 46100, et seq., and any future amendments thereto.

Notwithstanding the foregoing, the CITY may use the Property during the school term for community recreation purposes when the

Property is not needed for school purposes including but not limited to summer recess, winter recess, spring recess, and other designated school holidays.

6. TEMPORARY CLASSROOMS

Notwithstanding the provisions of paragraphs 4 and 5 of this agreement, DISTRICT reserves the right to install temporary classrooms on the hardcourts if additional classroom facilities are needed at the Sargeant School. The DISTRICT shall give CITY written notice of its intent to use the Property for buildings and other improvements at least (6) months prior to beginning of construction.

7. INTENT OF THE PARTIES

It is the intent of the parties that the Property be used jointly. Nothing contained in this agreement shall be construed as imposing an obligation on DISTRICT to pay all or a portion of the cost of improving and/or maintaining the Property as a park site.

8. SUPERVISION BY DISTRICT

During the times of DISTRICT'S use of said Property, DISTRICT shall provide and bear the cost of all necessary supervision and teaching personnel, and shall assume responsibility for all injuries to persons or damage to Property occurring during the period of use.

9. SUPERVISION BY CITY

During the time of CITY'S use of the Property, CITY shall provide and bear the cost of all necessary supervision personnel,

and shall assume responsibility for all injuries to persons or damage to Property occurring during its period of use for CITY operated community recreational programs.

10. INSURANCE

Each party shall indemnify and hold harmless from liability the other party, its officers, agents, servants or employees, while acting as such from all damages, costs or expenses with any of them shall become obligated to pay by reason of liability imposed by law because of injury to or death of persons received or suffered by reason of operation by each party of its own program upon the Property. Each of the parties hereto shall take out a policy of liability insurance or establish a self-insurance program in the manner provided by law.

11. FEES

DISTRICT agrees that during the period that CITY has the use of the Property, CITY may charge such admissions and fees for the use of the Property or for attendance at events occurring on said property as the governing body of CITY may, from time to time, determine. All fees so levied shall be kept by the CITY.

12. NOTICES

All notices or other communications by and/or between the parties shall be in writing and shall be directed to the clerk and/or secretary of the respective governing bodies.

Roseville City School District
1000 Darling Way
Roseville, CA 95678

City of Roseville
Director of Parks & Recreation
401B Vernon Street
Roseville, CA 95678

13. SUCCESSORS IN INTEREST

This agreement shall inure to the benefit of and bind the parties hereto and all successors of the respective parties, including any and all public agencies to whom the facility herein referred to may be transferred by reason of reorganization, annexation, unification, consolidation or for any other reason.

14. PARTIAL INVALIDITY

Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this agreement shall remain in full force and effect unimpaired by the holding.

15. AMENDMENTS

Notwithstanding anything to the contrary herein contained, the parties hereto may, by and through their respective governing bodies, authorize the mutual modification or termination of any of the provision of this agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day, month and year first above written.

ROSEVILLE CITY SCHOOL DISTRICT, "DISTRICT",

By: SUELLEN SKEEN, PH.D., Superintendent

Approved as to form:

By: DOUGLAS A. LEWIS
Placer County Schools' Attorney

CITY OF ROSEVILLE, "CITY",

By: ALLEN E. JOHNSON, City Manager

Approved as to form:

By:
Roseville City Attorney

Approved as to form:

By:
Roseville Parks & Recreation Director

Attest:

City Clerk

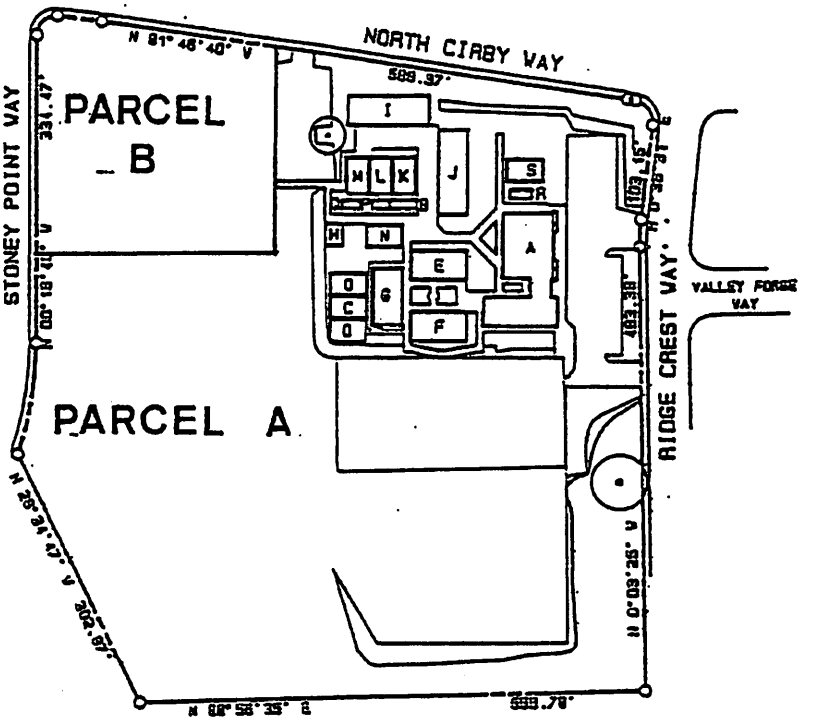
DIAGRAM OF BUILDING AREAS

Project: SARGENT ELEMENTARY SCHOOL
District: ROSEVILLE CITY SCHOOL DISTRICT
Location: PLACER COUNTY, CALIFORNIA

☒ EXISTING (1-A)
☐ BASIC PLANS (2-A)
☐ FINAL PLANS (3-A)

SCALE: NONE

EXHIBIT B



SUMMARY OF BUILDING AREAS

BUILDING	AREA	O.S.A. APP.#	YEAR
A-ADMIN/CLASSROOM	7528.78 SF	47204	1986
B-TRAILER	300.00 SF	NON-OSA	1986
C-TRAILER	960.00 SF	NON-OSA	1986
D-TRAILER	960.00 SF	NON-OSA	1986
E-RELOCATABLE	1920.00 SF	47842	1987
F-RELOCATABLE	1920.00 SF	47842	1987
G-RELOCATABLE	1920.00 SF	47842	1987
H-RELOCATABLE	900.00 SF	48745	1987
I-RELOCATABLE	2880.00 SF	48745	1987
J-RELOCATABLE	2880.00 SF	48745	1987
K-M-TRAILERS (3)	2880.00 SF	NON-OSA	1988
N-O-TRAILERS (2)	1920.00 SF	NON-OSA	1989
P-Q-STOR. CONT.	400.00 SF	NON-OSA	1989
R-STOR. CONT.	240.00 SF	NON-OSA	1989
S-EMERG. RELOC.	960.00 SF	54300	1989
TOTAL	28168.78 SF		
SARGEANT SITE	13.19 Ac.		

Y — EXISTING FACILITY

X — NEW FACILITY

WILLIAMS-PADDON ARCHITECTS-PLANNERS
2240 DOUGLAS BLVD., SUITE 250
ROSEVILLE, CALIFORNIA 95661

ABOVE IS IN COMPLIANCE WITH
3895 OF THE APPLICANT HANDBOOK
STATE ALLOCATION BOARD
ARCHITECT

EXHIBIT "A"

Description of Parcel B

That portion of the Sargeant Elementary school site located at the Northwest corner of North Cirby Way and Stoney Point Way, containing the following approximate dimensioned distances: 280 feet along the northerly property line also known as the North Cirby Way frontage; 270 feet along the westerly property line also known as the Stoney Point Way frontage; 240 feet along the easterly lease line which extends more or less 90 degrees from the North Cirby Way frontage; 275 feet along the southerly lease line which extends more or less 90 degrees from the Stoney Point Way frontage.

Said property contains approximately 1.7 acres of land, more or less.

RESOLUTION NO. 92-44

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING AN AGREEMENT BETWEEN CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement between City of Roseville and Roseville City School District for use of acreage at Sargeant School for park development has been prepared and has been reviewed by the Council;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 19th day of February , 1992 , by the following vote on roll call:

AYES COUNCILMEMBERS: Pauline Roccucci, Fred M. Jackson, Harry Crabb, Jr., Mel Hamel, Bill Santucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

Bill Santucci
MAYOR

ATTEST:

Helen Florance
City Clerk

EXHIBIT B-1

The following School Facilities and CITY turfed field maintenance obligations are covered by the terms of this Agreement:

- Blue Oaks Elementary School - No CITY maintenance obligation
- Vencil Brown Elementary School - No CITY maintenance obligation
- Buljan Middle School - See Exhibit B-2
- Cirby Elementary School - See Exhibit B-2
- Chilton Middle School - See Exhibit B-2
- Cooley Middle School - See Exhibit B-2
- Crestmont Elementary School - No CITY maintenance obligation
- Diamond Creek Elementary School - See Exhibit B-2
- Eich Middle School - See Exhibit B-2
- Fiddyment Farm Elementary School - No CITY maintenance obligation
- Catheryn Gates Elementary School - No CITY maintenance obligation
- Thomas Jefferson Elementary School - See Exhibit B-2
- Junction Elementary School - See Exhibit B-2
- Kaseberg Elementary School - No CITY maintenance obligation
- Orchard Ranch Elementary School - All turfed fields inside the campus
- Riego Creek Elementary School – See Exhibit B-2
- Sargeant Elementary School - See Exhibit B-2
- Spanger Elementary School - See Exhibit B-2
- Stoneridge Elementary School - See Exhibit B-2
- Woodbridge Elementary School - See Exhibit B-2

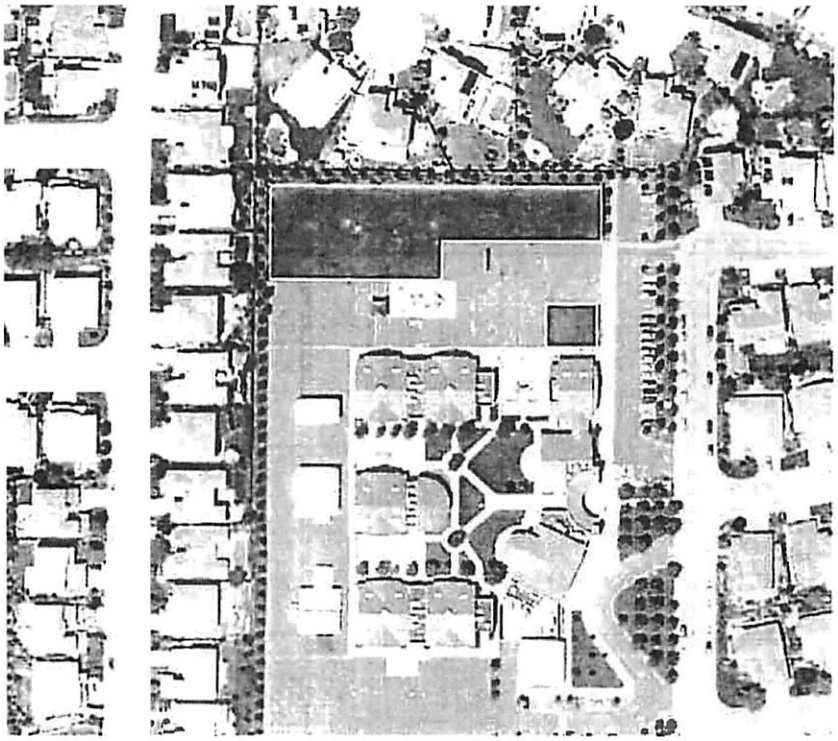
The following CITY parks are covered by the terms of this agreement:

- Blue Oaks Park
- Vencil Brown Park
- Buljan Park
- Bud Nichols Park
- Crestmont Park
- Duke Davis Park
- Laurel T. Stizzo Park
- Sylvia Besana Park
- Central Park
- Fred Festersen Park
- Kaseberg Park
- Sierra Crossing Park
- William Dietrich Park
- George Goto Park

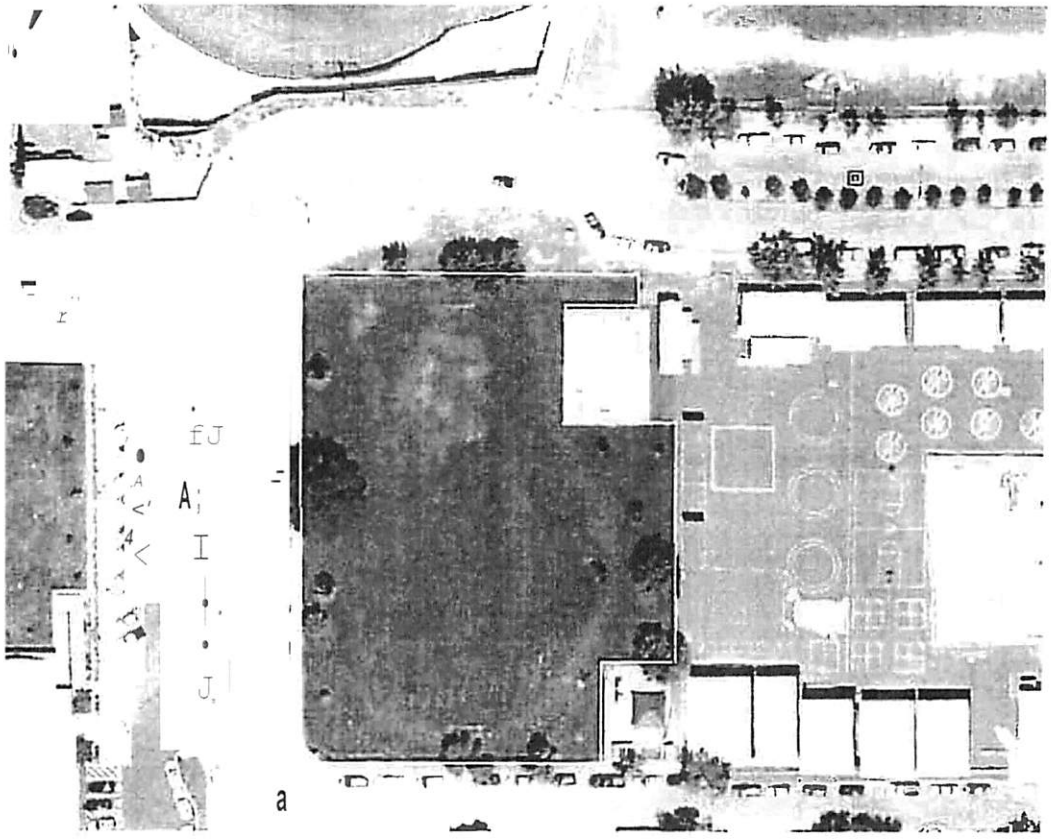
Additional School Facilities and City parks may be added and/or existing School Facilities and City parks may be deleted from this list by mutual agreement of the parties during the term of this Agreement.

EXHIBIT B-2

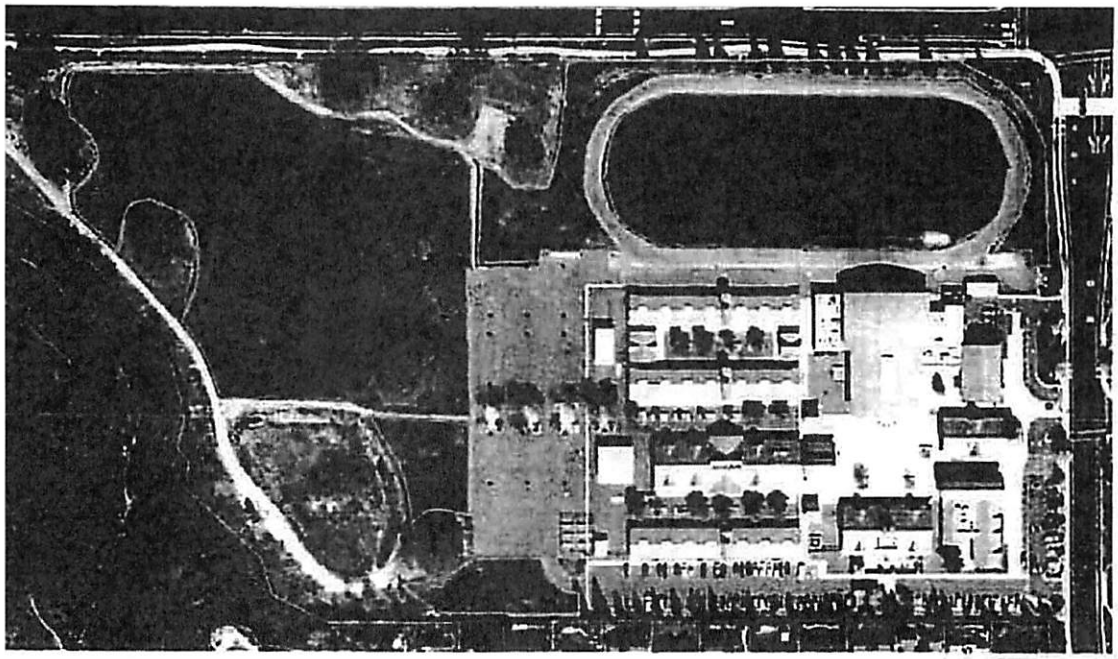
Landscaped Area: Zone 2	School Name: Diamond Creek Elementary			
Site General Location: 3151 Hopscotch Way				
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)	Annual Cost
Total amount:			1.0	$5,258 *(2022 costs)*



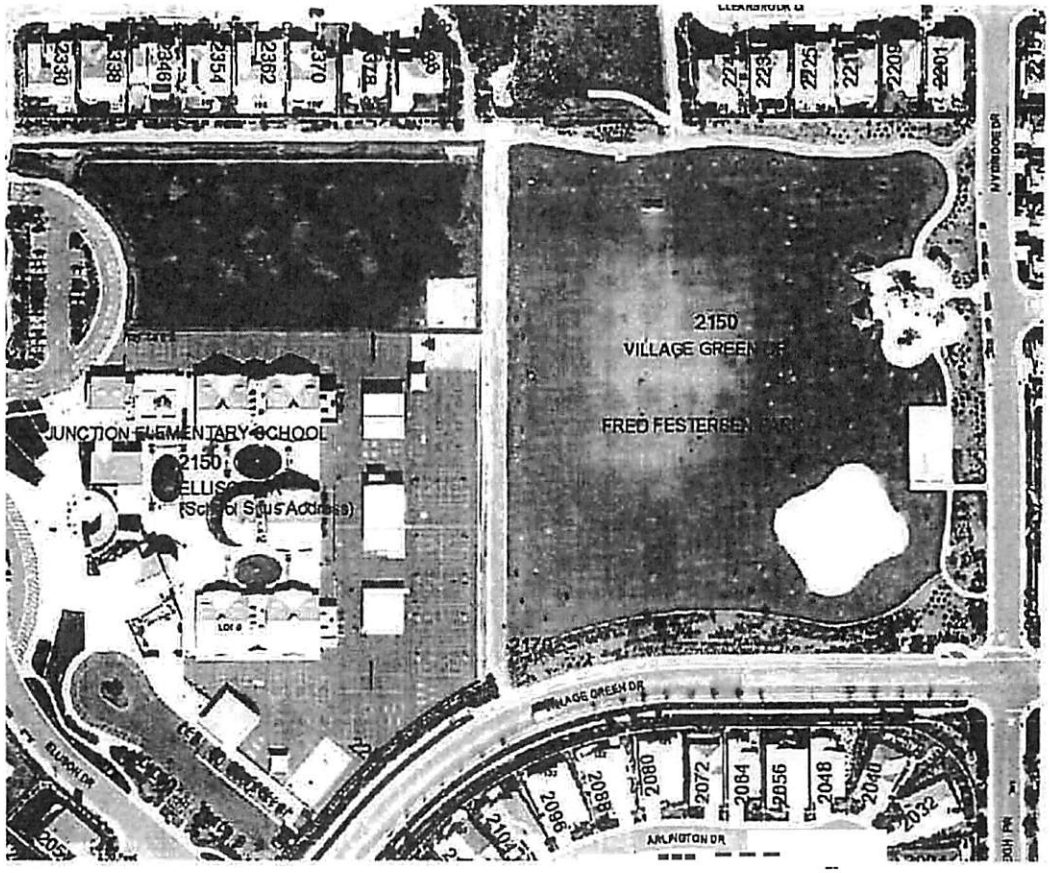
Landscaped Area: Zone 2	School Name: Woodbridge Elementary			
Site General Location: 515 Niles Street				
Description:	Approx. Acres	Approx. Ground Cover (SQ ft)	Approx. Turf (Acres)	Annual Cost
Total amount:			1.2	$5,958 *(2022 costs)*



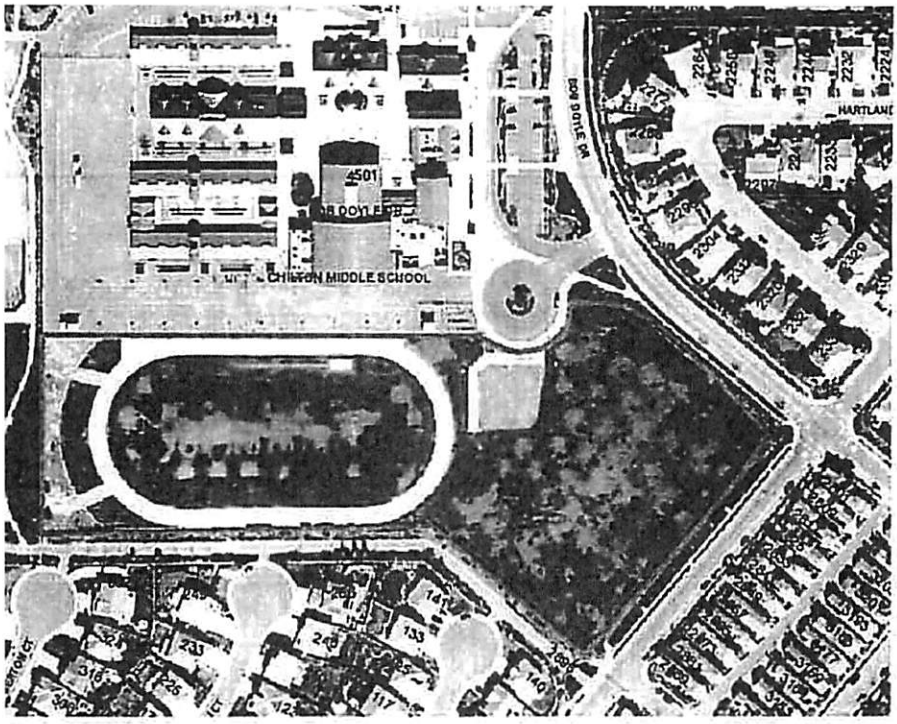
Landscaped Area: Zone 2	School Name: Cooley Middle School			
Site General Location: 9300 Prairie Woods Way				
Description:	Approx. Acres	Approx. Ground Cover (SQ ft)	Approx. Turf (Acres)	Annual Cost
Total amount:			7.56	$15,226 *(2022 costs)*



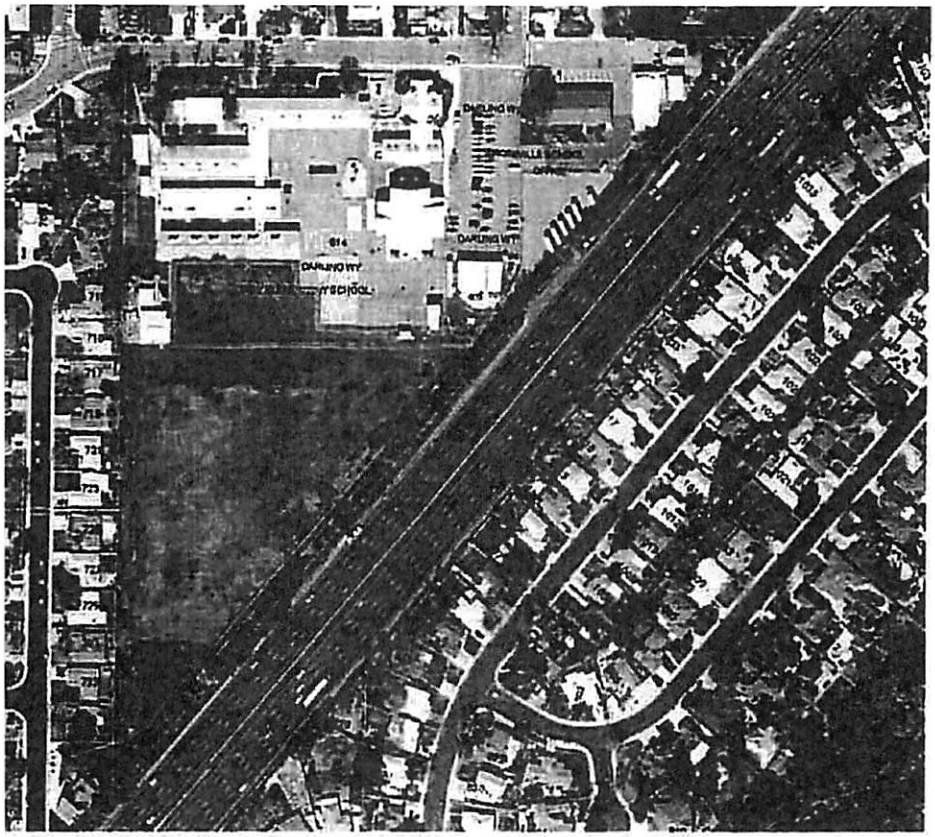
Landscaped Area: Zone 3	School Name: Junction Elementary			
Site General Location: 2150 Ellison Drive				
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)	Annual Cost
Total amount:			1.6	$7,542 (*2022 costs*)



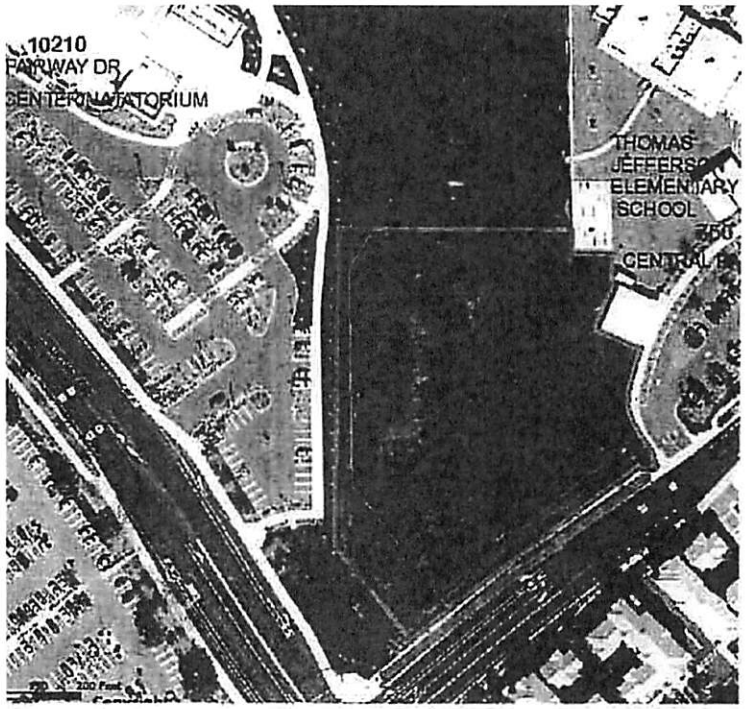
Landscaped Area: Zone 3	School Name: Chilton Middle School			
Site General Location:				
Description:	Approx. Acres	Approx. Ground Cover (SQ ft)	Approx. Turf (Acres)	Annual Cost
Total amount:			7.4	$14,346 *(2022 costs)*



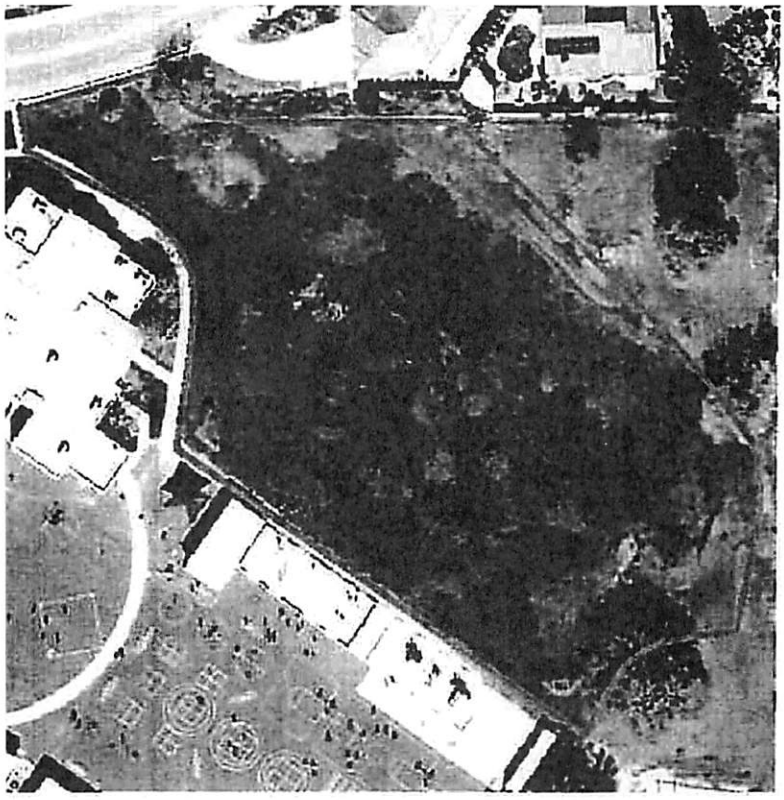
Landscaped Area: Zone 1	School Name: Cirby Elementary				
Site General Location: 814 Darling Way					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf Sq Ft		Annual Cost
Total amount:			39,183		$5,560 *(2022 costs)*



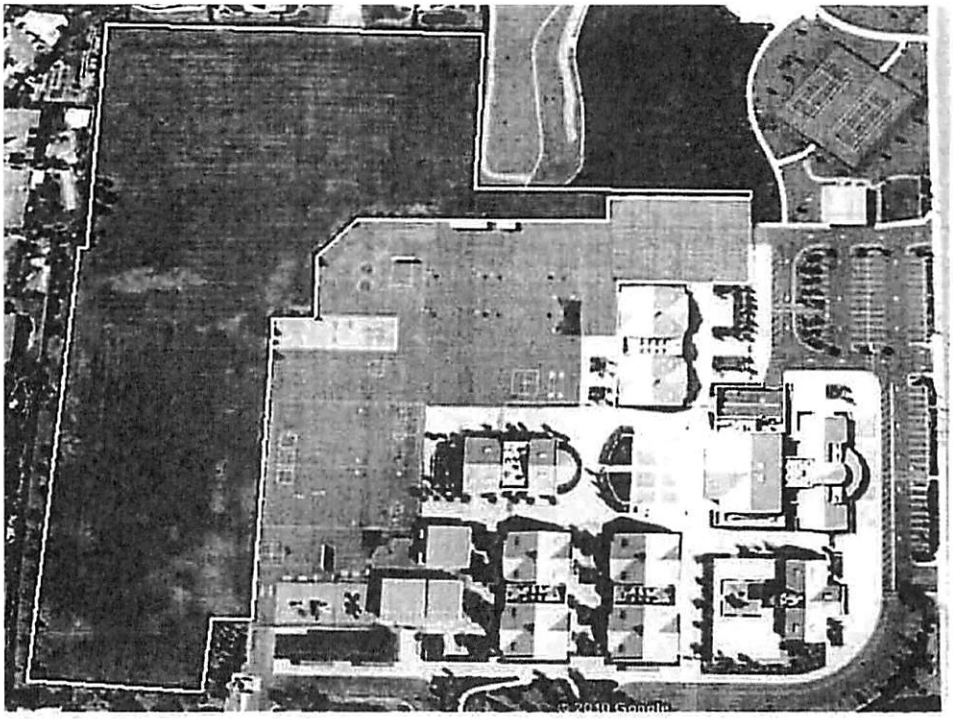
Landscaped Area: Zone 1	School Name: Thomas Jefferson Elementary				
Site General Location: 750 Central Park Drive					
Description:	Approx. Acres	Approx. Ground Cover (SQ ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			2.0		$7,047 *(2022 costs)*



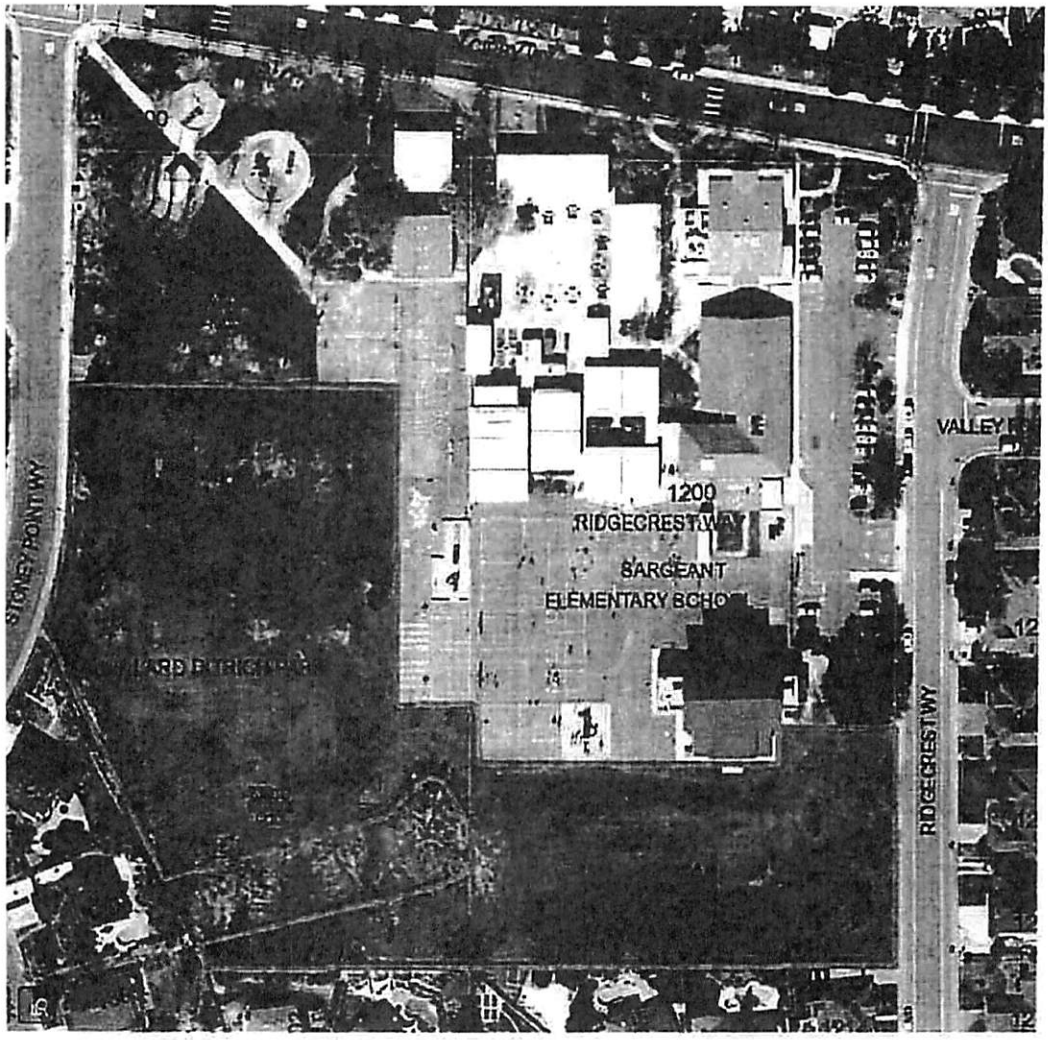
Landscaped Area: Zone 1	School Name: Spanger Elementary				
Site General Location: 699 Shasta Street					
Description:	Approx. Acres	Approx. Ground Cover (SQ ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			3.0		$10,290 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Stoneridge Elementary				
Site General Location: 2501 Alexandria Drive					
Description:	Approx. Acres	Approx. Ground Cover (SQ ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			5.0		$9,425 *(2022 costs)*



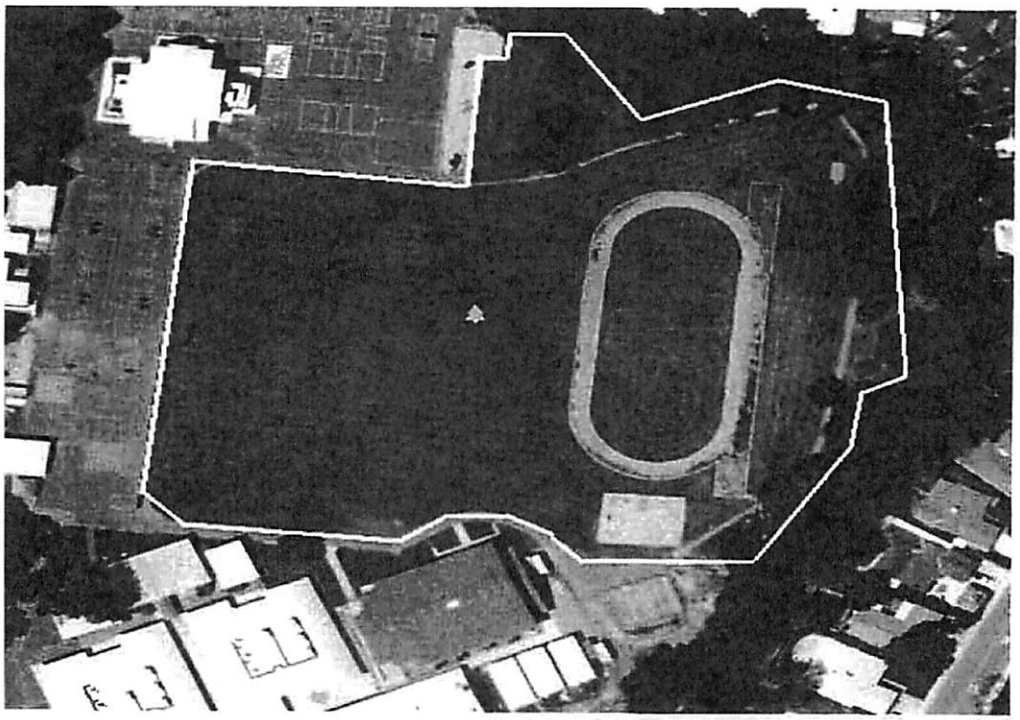
Landscaped Area: Zone 1	School Name: Sargeant Elementary				
Site General Location: 1200 Ridgecrest Way					
Description:	Approx. Acres	Approx . Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			3.35		$8,841 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Buljan Middle School				
Site General Location: 100 Hallissy Drive					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			4.1		$11,761 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Eich Intermediate School				
Site General Location: 711 Oakridge Drive					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			3.0		$9,560 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Kaseberg Elementary School				
Site General Location: 1040 Main Street					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			2.6		$7,047 *(2022 costs)*



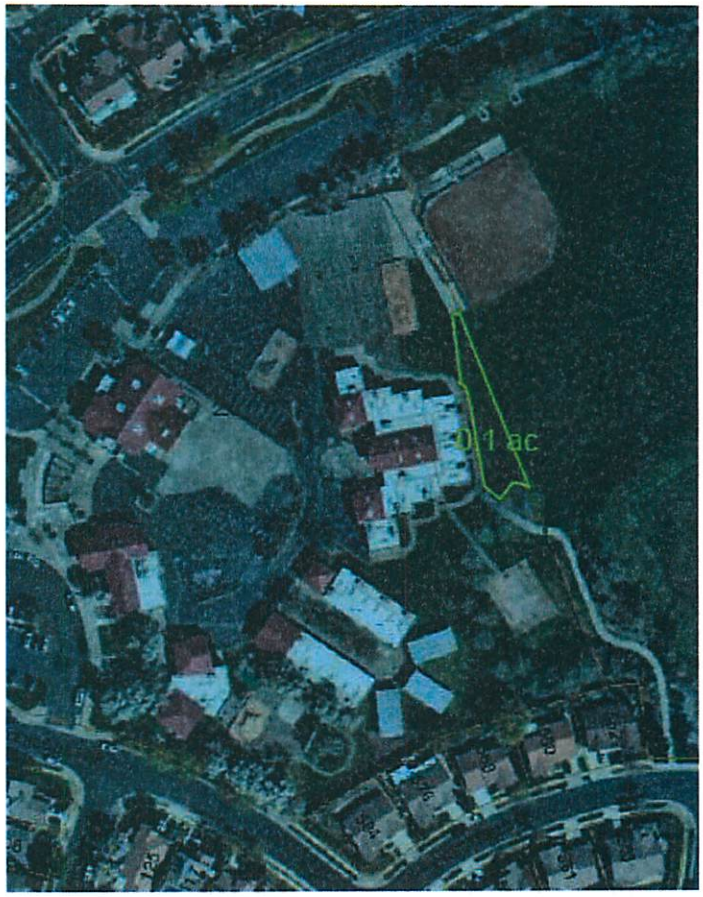
Landscaped Area: Zone 1	School Name: Orchard Ranch Elementary School				
Site General Location: 4375 Brookstone Drive					
Description:	Approx . Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			.67		$4,767 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Riego Creek Elementary School				
Site General Location: 3255 Pruett Drive					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			1.78		$7,789 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Vencil Brown Elementary School				
Site General Location: 250 Trestle Road					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			.01		



Landscaped Area: Zone 1	School Name: Crestmont Elementary School				
Site General Location: 1501 Sheridan Ave.					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			1.01		$5,258 *(2022 costs)*



MASTER AGREEMENT FOR JOINT USE OF SCHOOL/PARK SITES

THIS AGREEMENT is made and entered into this ~~6th~~ ___day of _____, ~~2017~~2022, by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville City School District, a California public school district ("DISTRICT"); and

WITNESSETH:

WHEREAS, Education Code Section 10900 et seq. authorizes the parties hereto to enter into agreements for the purposes of organizing, promoting, and conducting programs for city use and community recreation; and

WHEREAS, "~~City~~ CITY Use" is defined as use by ~~the~~ CITY which is programmed and supervised by ~~the~~ CITY including but not limited to youth sports programs, special interest classes, adult sports leagues, and special events~~, Adventure Club (before and after-school programs)~~; and

WHEREAS, "Community Recreation" is defined for purposes of this Agreement as unsupervised passive/informal recreation for members of the community; and

WHEREAS, "School Facilities" is defined herein as school property owned by the DISTRICT including buildings and their interior as well as exterior grounds, fields and athletic grounds; and

WHEREAS, "Youth Development Programs" is defined herein as Out-of-School-Time programs known as Adventure Club and ASES, as well as Preschool, providing supervised recreational opportunities for children ages three (3) to twelve (12), hosted and operated by CITY staff in CITY-owned facilities located on elementary or middle school campuses; and

WHEREAS, in exchange for financial contributions in specific locations as described herein, CITY obtained rights to use the interior spaces and/or multi-use and sport turf areas of School Facilities for City Use and Community Recreation; and

WHEREAS, in exchange for maintenance obligations, CITY also obtained rights to use DISTRICT's indoor gymnasiums and/or multi-purpose rooms and multi-use and sports turf areas of School Facilities for City Use and Youth Development Programs; and

WHEREAS, in exchange for the provision of Youth Development Programs serving DISTRICT students, DISTRICT hereby grants CITY permission to construct, own and operate buildings located on school campuses for the operation of its Youth Development Programs; and

WHEREAS, SCHOOL SITE as used in this Agreement refers to the specific

school being used by CITY, and DISTRICT and SCHOOL SITE are considered the same entity with the same obligations noted as DISTRICT; and

WHEREAS, ~~the~~ CITY's General Plan's Parks and Recreation Element ~~for parks~~ and Public Facilities Element for schools encourage joint use in order to maximize public use of facilities for CITY and DISTRICT, to minimize duplication of services, to facilitate shared financial and operational responsibilities of facilities for both parties and the community; and

WHEREAS, the parties have a long history of cooperative agreements to share facilities for City Programming and Community Recreation and wish to continue this practice; and

WHEREAS, on September 6, 2017, the parties ~~intend to~~ terminated any and all previous agreements for the provision of school/park space, excluding only the Agreement for the Joint Use of Approximately 1.7 Acres of the Sargeant School Site by the City of Roseville for Park and Community Recreation Purposes, dated February 19, 1992, attached hereto and incorporated herein as Exhibit A, and replaced them with this Agreement which details the parties' joint use and maintenance of all school and park sites listed in Exhibit B-1 and depicted in the school facilities maps in Exhibit B-2, attached hereto and incorporated herein by reference;

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be valid and binding once fully executed and through June 30, ~~2022~~2027. The parties may mutually agree to extend the term of this Agreement or agree to a different term of Agreement in writing.

2. Termination of Prior Agreements. All prior joint use agreements, written or unwritten, included but not limited to those associated with all middle and elementary schools within DISTRICT, and including but not limited to the Agreement for Community Recreation Services Between the City of Roseville and the Roseville City School District, dated April 14, 1976, ~~are hereby~~have been terminated and replaced with this Agreement, except for the Agreement for the Joint Use of Approximately 1.7 Acres of the Sargeant School Site by the City of Roseville for Park and Community Recreation Purposes, dated February 19, 1992 ("1992 Sargeant Agreement"), attached hereto and incorporated herein as Exhibit A.

a. While the 1992 Sargeant Agreement remains valid and in place, the parties intend that certain paragraphs contained in this Agreement will also apply to the 1992 Sargeant Agreement and that this Agreement shall be considered mutual written agreement to amend or modify that 1992 Sargeant Agreement. The following paragraphs of this Agreement shall apply to the 1992 Sargeant Agreement: paragraphs 3 through 8, including all subparagraphs contained therein.

b. If any provisions contained in the 1992 Sargeant Agreement conflict with any of the paragraphs of this Agreement, which the parties have specifically stated shall apply in paragraph 2.a. above, then the language in this Agreement shall be considered as controlling and having modified the earlier inconsistent language.

3. CITY Use for all Roseville City Schools within DISTRICT (Existing and New).

a. School facilities. CITY shall have first priority for use of multi-purpose rooms, gymnasiums, kitchens (excluding equipment, i.e. warmers, ovens, dishwasher, etc.), multi-use/sports fields, outdoor recreation amenities and all school parking lots for City Use and Youth Development Program purposes during after-school hours, Monday

through Friday, on weekends and holidays, and during summer vacation unless school is in session for summer school, provided that DISTRICT does not need these facilities for school-sponsored activities. Additionally, CITY may be granted use of classrooms on a case by case basis upon request to the District and upon approval by the District. Gymnasiums for ~~City~~CITY Use ~~use~~ shall be limited to ~~three (3)~~four (4) weeknights per week (Monday - Friday), and one (1) weekend day, according to a ~~fixed~~ schedule agreed to by parties. Gymnasiums and multi-purpose rooms may be used for Youth Development Programs five (5) days per week (Monday-Friday), according to a schedule agreed to by parties. CITY shall assume responsibility for all injuries to persons and all costs related to theft, vandalism, and property damage caused by Youth Development Programs and City Use of school facilities

b. DISTRICT Preemption (Bumping Rights). DISTRICT shall provide CITY written notice of being bumped for planned school activities at least ~~seven (7)~~fourteen (14) calendar days prior to the effective date of use. When this occurs District will make reasonable efforts to provide an alternative facility if necessary to minimize the disruption to CITY's use.

c. CITY shall inform DISTRICT no less than fourteen (14) calendar days prior to planned usage of any reserved dates, times and facilities that will not be utilized.

d. Major planned repair work by ~~the~~ DISTRICT such as floor resurfacing, etc., and/or other planned events that limit the availability of the SCHOOL SITE shall be coordinated preferably no less than six (6) months and, at minimum, 90-days in advance of on-site work or event. Coordination efforts shall include making alternative facilities available if necessary to minimize the disruption to CITY's use.

e. Indoor school facilities. CITY shall have first priority for ~~City~~CITY Use on evenings, weekends, holidays and vacation periods at a minimum of ~~4.0~~5.0 consecutive hours per scheduled day, as early as 8:30 a.m. on non-school days, Saturdays and Sundays throughout the year, and between ~~6:30~~5:45 and ~~10:30~~10:45 p.m. on school days~~.~~, to include setup and cleanup time. CITY shall have first priority for Youth Development programs Monday through Friday, from the conclusion of the school day until 6:00 p.m.

f. A schedule of dates for use of DISTRICT facilities will be arranged to avoid conflict between DISTRICT and CITY use. In scheduling such dates, Foothill Intermediate Schools Athletic League events and programs (which are school sponsored events) shall have first priority; use by CITY shall have second priority; and any other events by groups or agencies, such as, but not limited to boy/girl scouts, neighborhood associations, boosters, club sports, including but not limited to private sports leagues and travelling teams, etc., shall have third priority. Schedules shall be maintained for the use of school facilities by designated representatives of SCHOOL SITE and CITY.

g. SCHOOL SITE shall provide to CITY any and all facility alarm codes (where applicable) and security company contact information in case of false alarms. If alarm codes and security company contact information are provided, costs for false alarms triggered by CITY shall be the responsibility of CITY. Costs for false alarms triggered by SCHOOL SITE staff after a program has ended, but during reserved CITY use periods shall be the responsibility of SCHOOL SITE.

h. SCHOOL SITE shall provide access to the closest, most appropriate location to restrooms and storage for shared equipment during CITY scheduled use of indoor facilities and for Youth Development Programs. Locations shall be site specific and coordinated between the CITY and SCHOOL SITE Principal.

i. DISTRICT agrees that, during the period that CITY has use, control and benefit of said facilities, CITY may charge such admission and fees for the use of said

facilities as CITY may from time to time determine. All monies so levied and collected by the CITY shall remain the property of the CITY. However, no event for which an admission price is charged shall be held pursuant to the Agreement except amateur athletic contests, demonstrations or exhibits, and other educational and non-commercial events. DISTRICT may levy an appropriate charge for the use of the facilities for commercial events.

4. Joint Use of Outdoor Recreation Facilities.

a. DISTRICT hereby grants to CITY the right to use for Community Recreation the school grounds, play equipment, hard courts and multi-use playfields ~~for~~ which are presently operated by SCHOOL SITE, without cost, except as may be authorized herein, unless such use is in conflict with District programs or events.

b. Gates shall be locked during school hours. SCHOOL SITE shall unlock gates at ~~designated locations~~ schools adjacent to CITY parks for Community Recreation and access after school to sunset during the week. CITY shall unlock gates at ~~designated locations~~schools adjacent to CITY parks at sunrise and lock gates at sunset on weekends, holidays and school vacation periods.

c. CITY assumes responsibility for all injuries to persons and all costs related to theft, vandalism, and property damage at SCHOOL SITE caused as a result of unsupervised Community Recreation use. DISTRICT reserves the right to close a school facility for Community Recreation due to ongoing vandalism, property damage, and/or theft caused by Community Recreation with thirty (30) days' notice to CITY.

d. DISTRICT agrees to seek input from CITY on fencing design prior to installation of fencing at any SCHOOL SITE. No fencing may be installed on CITY property without prior written consent of CITY.

e. CITY grants to DISTRICT the right to use adjacent park property for ~~playing field purposes~~School Use ~~including, but not limited to,~~ activities occurring on the turf, physical education classes, athletic events, outdoor education and other similar activities ("School Use") unless such use is in conflict with scheduled CITY programs or events.

~~e.~~f. DISTRICT assumes responsibility for all injuries to persons and all costs related to theft, vandalism, and property damage to park site cause as a result of School Use.

5. Supervision. All activities sponsored by DISTRICT shall be supervised and conducted by DISTRICT and all CITY sponsored activities shall be supervised and conducted by CITY. DISTRICT and CITY shall be responsible, respectively, for said areas during the period of their respective sponsorship, and each will bear the cost of all necessary expendable equipment, supervising and teaching personnel needed during said period.

6. Utilities, Maintenance and Repair.

a. DISTRICT shall provide and allow use by CITY of such utility services as are required to place such facilities in operation for ~~CITY use~~~~City~~CITY Use including water, electricity, gas, sanitary sewer, storm drain, etc. CITY shall reimburse DISTRICT for its fair share of gas and electricity for ~~City~~CITY Use as determined by the following formula:

i. The CITY's share of total campus operational time for ~~City~~CITY Use (as a percentage) multiplied by the CITY's share of total campus square footage for ~~City~~CITY Use (as a percentage) multiplied by SCHOOL SITE's total monthly utility bill will equal the monthly cost to CITY.

ii. "Operational time" is determined by dividing the number

of hours of ~~CITY use~~ ~~City~~CITY Use for the month by the number of school days per month multiplied by twelve (12) hours plus any additional weekend, holiday and evening use by CITY.

iii. "CITY's share of total campus square footage" is determined by dividing the total square footage used by CITY by the total square footage of SCHOOL SITE.

iv. For use of a multipurpose room the CITY's share of total campus square footage shall be multiplied by a factor of two.

v. For use of a gym the CITY's share of total campus square footage shall be multiplied by a factor of three.

b. DISTRICT shall bill CITY quarterly for gas and electricity costs resulting from ~~City~~CITY Use.

c. DISTRICT shall pay monthly utility charges such as electric services, water and sewer for Youth Development Program buildings located on ~~school campuses~~each SCHOOL SITE. CITY shall pay for telephone and data services.

d. CITY shall pay all costs associated with connecting future Youth Development Program buildings to utilities including, but not limited to, electric service, sewer, water, fire water, data and telephone.

~~b.~~e. CITY shall be responsible for all costs of custodial services, maintenance, repairs and improvements at Youth Development Program buildings and shall provide DISTRICT at least 72 hours advance notice of any repairs or improvements, unless deemed an emergency.

~~c.~~f. CITY agrees to comply with all requirements of the Education Code in the use of such facilities under this Agreement, and CITY further agrees to abide by the written rules and regulations established by the Board of Education of DISTRICT of such use.

~~d.~~g. The use of such facilities by CITY, as set for the above, shall not at any time interfere with the regular conduct of school activities nor shall such use be inconsistent with the use of such facilities for school purposes.

~~e.~~h. DISTRICT shall provide all custodial services for such indoor facilities of any area used by the CITY. CITY shall continue to pay DISTRICT $6,000 annually toward the increased custodial time to maintain the additional square footage of the gymnasium that CITY'S financial contribution built at Chilton Middle School. Any custodial costs incurred by the DISTRICT as a result of CITY use in excess of ordinary costs necessary to maintain said facilities in a neat and safe condition as shall be billed directly to CITY.

~~f.~~i. DISTRICT shall maintain and repair all facilities constructed on school property in a neat and safe condition. DISTRICT shall perform regular and reasonable inspections and caretaking necessary to maintain such neat and safe condition required of all such facilities.

~~g.~~j. CITY shall do all necessary maintenance, caretaking and repair of park amenities used for school purposes to maintain the parks in a neat and safe condition for the uses described in this Agreement.

~~h.~~k. CITY shall mow at least one time per week year-round, fertilize at least two times per year and aerate once per year the designated turfed fields on

school property used for City Use and Community Recreation purposes, as shown on Exhibit B-1. Service levels for multi-use and sports turf shall be consistent with established CITY standards for neighborhood parks.

~~i.~~l. CITY and DISTRICT shall use reasonable caution in the use of shared facilities. CITY and DISTRICT shall clean property used by the other and shall report any defects in any such facilities within a reasonable time after the discovery thereof. Once reported to the other, liability for damage, harm or injury to any person or property arising from such defect shall remain with the owner of such facility to the extent allowed by law. In such case, the property owner shall defend, indemnify and hold harmless the other from any claim or action arising therefrom.

~~j.~~m. Each party shall be responsible to the other for any and all damages to shared facilities which are proven to be a proximate result of its use. This is to include CITY Use and Community Recreation.

~~k.~~n. Each party shall be responsible for cleaning shared facilities necessitated by its use. This shall include CITY Use and Community Recreation

~~l.~~o. 1. Minor repair and/or replacement of irrigation systems as necessary shall be performed at Buljan Middle School by CITY as needed at CITY expense. If major repairs or replacement of irrigation systems are necessary, the CITY and DISTRICT will meet and negotiate a fair share cost splitting.

m. Repair and/or replacement of the multi-use and sports field or ~~facilities~~ amenities that are a part of the multi-use field (i.e., the back stop) on park property and shared by SCHOOL SITE for physical education classes, recess or other shall be performed by CITY. Repairs or replacement of amenities needed to ensure public safety or usability shall be discussed and negotiated for a fair share cost between the DISTRICT and CITY in advance of making repairs or improvements.

n. All improvements constructed, erected or installed on said school grounds or play fields by CITY, no matter how affixed or attached to the land, shall be and at all times remain the property of the CITY with the right of removal at any time. In the event of such removal, said school grounds or play field shall be left in at least as good a condition as existed prior to the construction of said improvements. Prior to such removal, DISTRICT shall have the right to purchase such improvements at a price mutually agreed upon. In the event of disagreement, an average price set by two independent appraisers will be used. CITY shall not have the right to remove any lawns, trees, shrubs or sprinkler systems installed on school grounds or play fields.

o. School Facilities. DISTRICT shall be responsible for maintaining, at its sole expense, all school buildings, hard court areas, parking lots and landscape areas, including lawn around school buildings. Repairs or replacement of amenities needed to ensure public safety or usability shall be discussed and negotiated for a fair share cost between the DISTRICT and CITY in advance of making repairs or improvements. (Basketball hoops, scoreboards, winch motors, etc.)

7. Indemnification. Each party shall defend, indemnify and save and hold harmless from liability the other party, its officers, agents, representatives, employees, or volunteers while acting as such from all damages, claims, losses or expenses which any of them shall become obligated to pay by reason of any liability imposed by law because of damage to property or injury or death of any person received or suffered by reason of operation by each party of its own program or activity upon the other's property, save and

except such matters which arise from either party's sole active negligence. The parties intend that this provision shall be broadly construed. The defense and indemnification obligations set forth herein shall survive the termination of this Agreement.

8. Annual Meeting. The CITY and DISTRICT shall meet annually in March in order to review and discuss the Master Agreement Joint Use of School/Park Sites.

9. Termination. This Agreement shall continue in full force and effect until June 30, ~~2022~~2027, unless the Agreement is terminated or extended as provided herein.

a. Early Termination. This Agreement may be terminated at any time by mutual agreement by the parties in writing.

b. Termination for Cause. Either party may terminate this Agreement for cause defined as any material violation of the terms of this Agreement. Prior to such termination the party seeking to terminate the Agreement shall provide notice of intent to terminate in writing. Thereafter, the other party shall have thirty (30) days to cure the alleged violation. The parties shall meet and confer in good faith to attempt to resolve the dispute. Either party may invoke the dispute resolution clause below if resolution cannot be reached after notice of intent to terminate.

10. Dispute Resolution. In the event that either party disputes the meaning of the terms of this Agreement or believes the other party has violated the terms of this Agreement, both parties shall attempt to resolve the dispute in good faith through the following dispute resolution process:

a. Notice shall be given in writing to the other party that a dispute exists and that the party is triggering this dispute resolution process.

b. The parties will meet at a mutually agreeable time within fifteen (15) days of the notice to discuss the dispute and attempt to reach resolution.

c. If the parties cannot reach resolution on their own, they will retain the services of a mutually selected third party mediator and will mediate the dispute in good faith.

11. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assign of the respective parties hereto.

12. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be duly served and given when personally delivered or deposited in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District:
Roseville City School
District Attn: District
Superintendent 1050
Main Street
Roseville, CA 95678

City:
City of Roseville
Attn: Director of Parks
Recreation & Libraries
316 Vernon Street
Roseville, CA 95678

Either party may amend its address for notice by giving notice to the other party in writing.

13. Attorney's Fees. Either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation after completing the dispute resolution procedure. 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.

14. Venue. 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. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties. Amendments to Exhibit B-1 and B-2 to add or remove school sites, parks or school facilities maps may be executed administratively without City Council and Board of Education approval.

16. Integration. The terms and provisions contained in this Agreement constitute the entire agreement of the parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof. It shall be read as a whole.

16. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall constitute an original, but both of which shall comprise a single agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____ adopted by the Council of the City of Roseville on the ____ day of _____ 2022, and DISTRICT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____

ROSEVILLE CITY SCHOOL DISTRICT, a California public school district

BY: _____
President, Board of Education

and

BY: _____

CARMEN AVALOS
City Clerk

District Superintendent

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JILL GELLER
Director of Parks, Recreation & Libraries

EXHIBIT B-1:

The following School Facilities and CITY turfed field maintenance obligations are covered by the terms of this Agreement:

- Blue Oaks Elementary School - No CITY maintenance obligation
- Vencil Brown Elementary School - See Exhibit B-2~~No CITY maintenance obligation~~
- Buljan Middle School - See Exhibit B-2
- Cirby Elementary School - See Exhibit B-2
- Chilton Middle School - See Exhibit B-2
- Cooley Middle School - See Exhibit B-2
- Crestmont Elementary School - See Exhibit B-2~~No CITY maintenance obligation~~
- Diamond Creek Elementary School - See Exhibit B-2
- Eich Middle School - See Exhibit B-2
- Fiddyment Farm Elementary School - No CITY maintenance obligation
- Catheryn Gates Elementary School - No CITY maintenance obligation
- Thomas Jefferson Elementary School - See Exhibit B-2
- Junction Elementary School - See Exhibit B-2
- Kaseberg Elementary School - See Exhibit B-2~~No CITY maintenance obligation~~
- Orchard Ranch Elementary School - See Exhibit B-2~~All turfed fields inside the campus~~
- Riego Creek Elementary School – See Exhibit B-2
- Sargeant Elementary School - See Exhibit B-2
- Spanger Elementary School - See Exhibit B-2
- Stoneridge Elementary School - See Exhibit B-2
- Woodbridge Elementary School - See Exhibit B-2

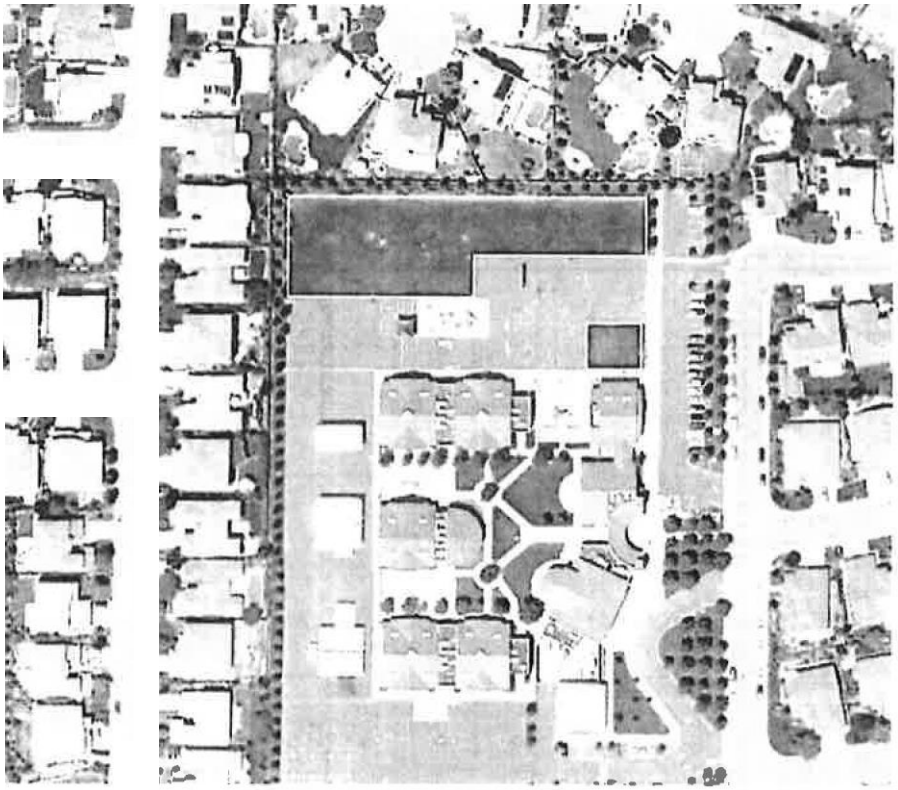
The following CITY parks are covered by the terms of this agreement:

- Blue Oaks Park
- Vencil Brown Park
- Buljan Park
- Bud Nichols Park
- Crestmont Park
- Duke Davis Park
- Laurel T. Stizzo Park
- Sylvia Besana Park
- Central Park
- Fred Festersen Park
- Kaseberg Park
- Sierra Crossing Park
- William Dietrich Park
- George Goto Park

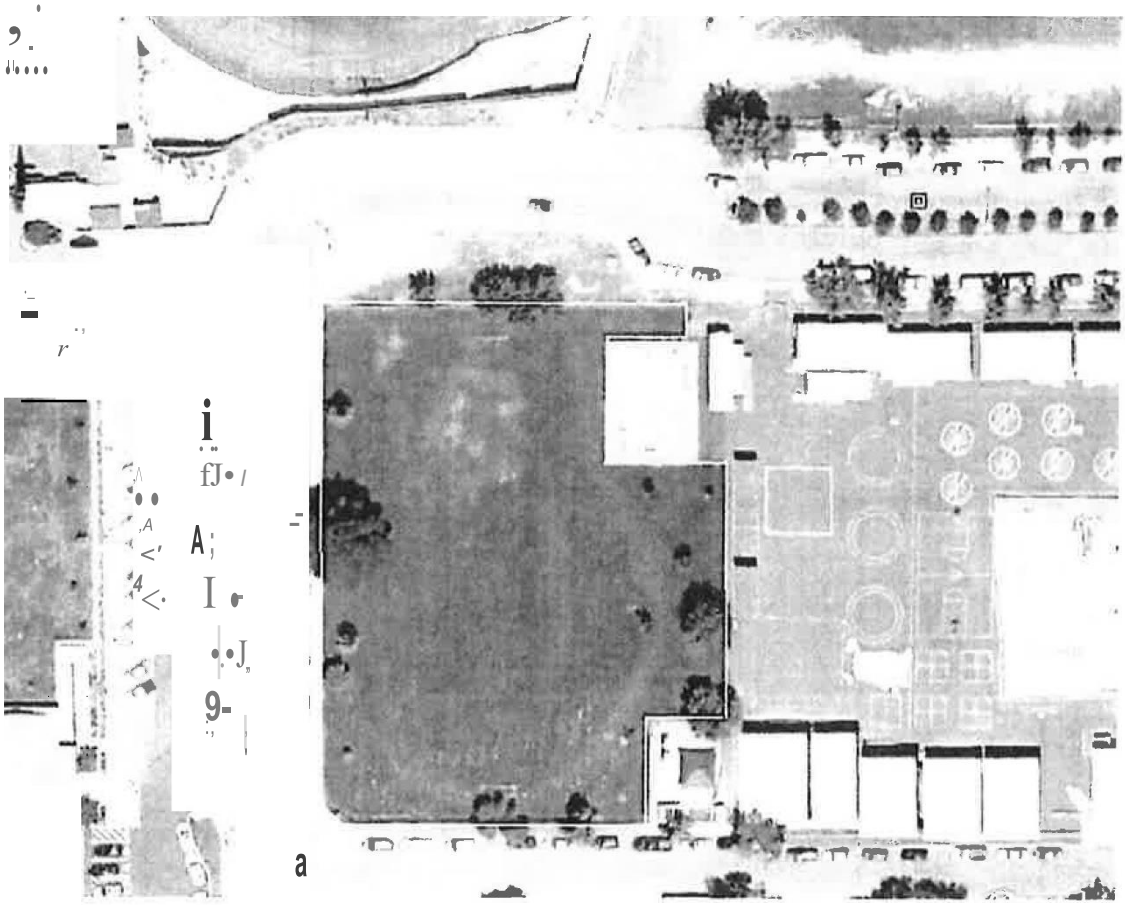
Additional School Facilities and City parks may be added and/or existing School Facilities and City parks may be deleted from this list by mutual agreement of the parties during the term of this Agreement.

EXHIBIT B-2

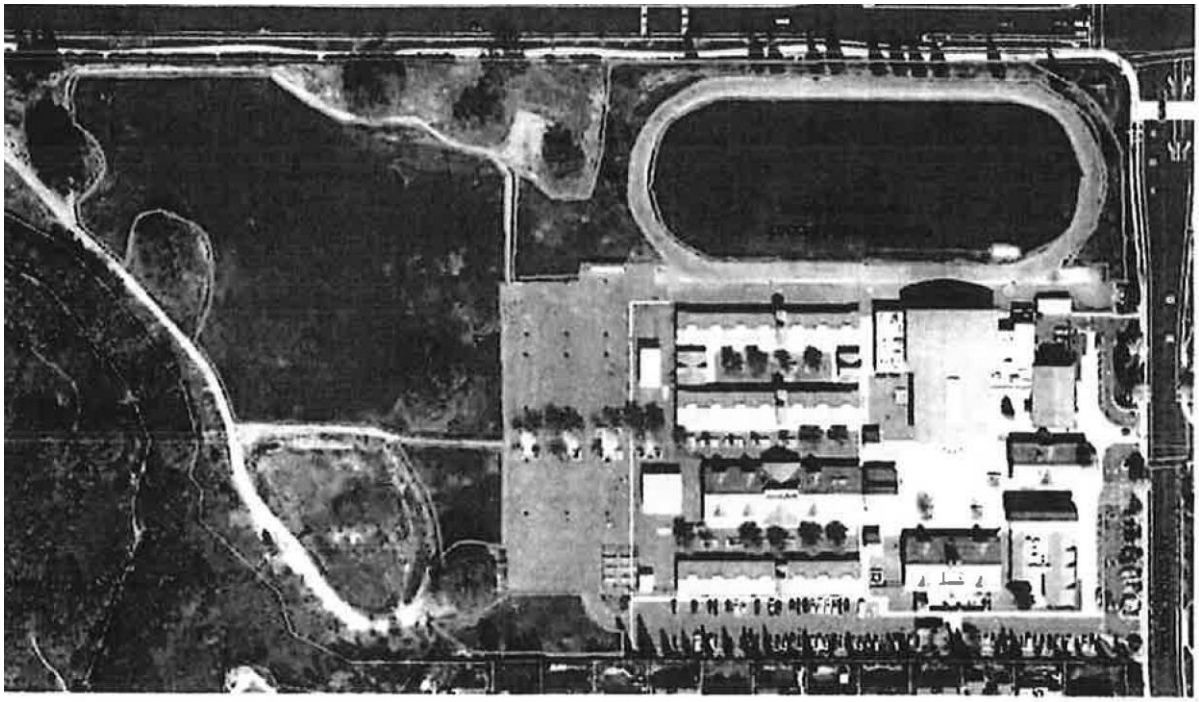
Landscaped Area: Zone 2	School Name: Diamond Creek Elementary			
Site General Location: 3151 Hopscotch Way				
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)	Annual Cost
~~**Area maintained by**• 08555-5100~~	~~**Maintenance Standard:** EXHIBIT G~~			
Total amount:			1.0	$5,258 *(2022 costs)*



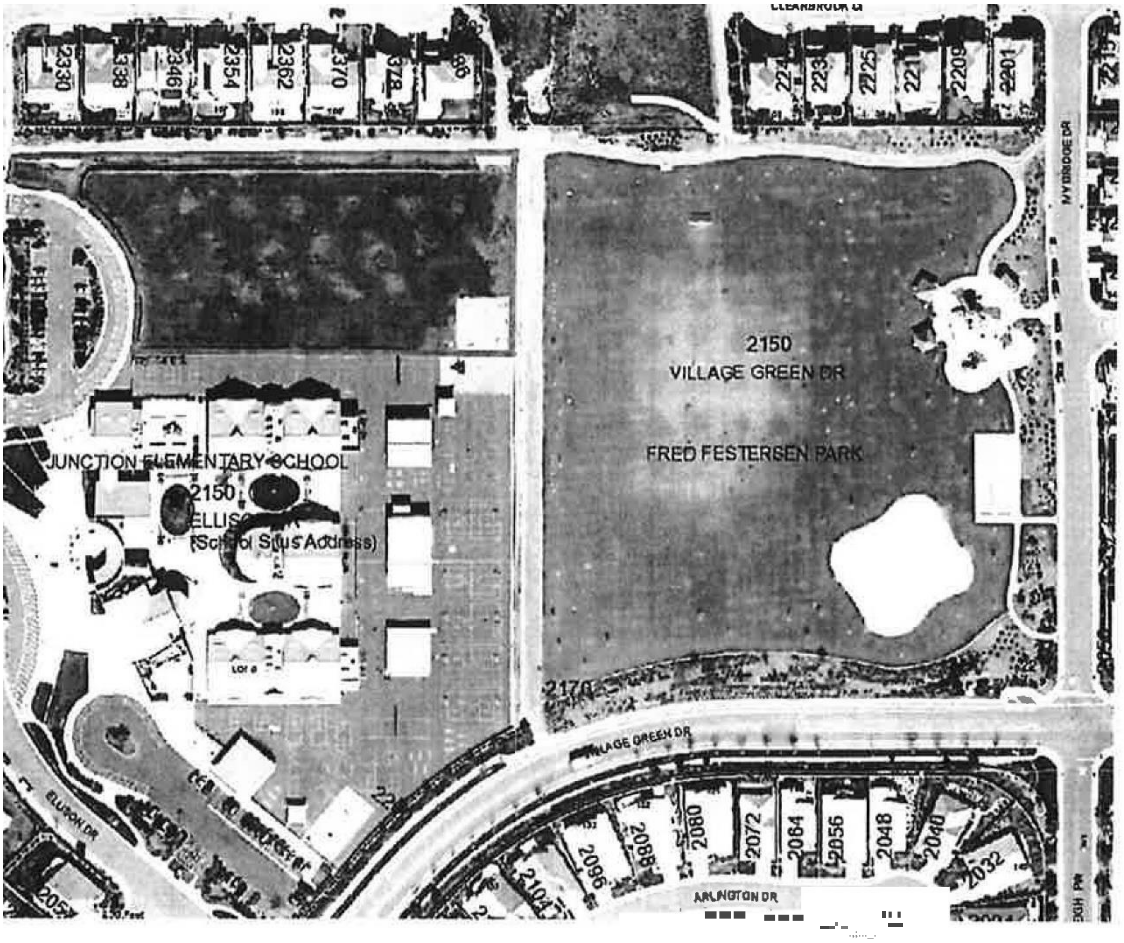
Landscaped Area: Zone 2	School Name: Woodbridge Elementary			
Site General Location: 515 Niles Street				
Description:	Approx. Acres	Approx. Ground Cover (SQ ft)	Approx. Turf (Acres)	Annual Cost
~~**Area maintained by** • 08555-5100~~	~~**Maintenance Standard:** EXHIBIT G~~			
Total amount:			1.2	$5,958 *(2022 costs)*



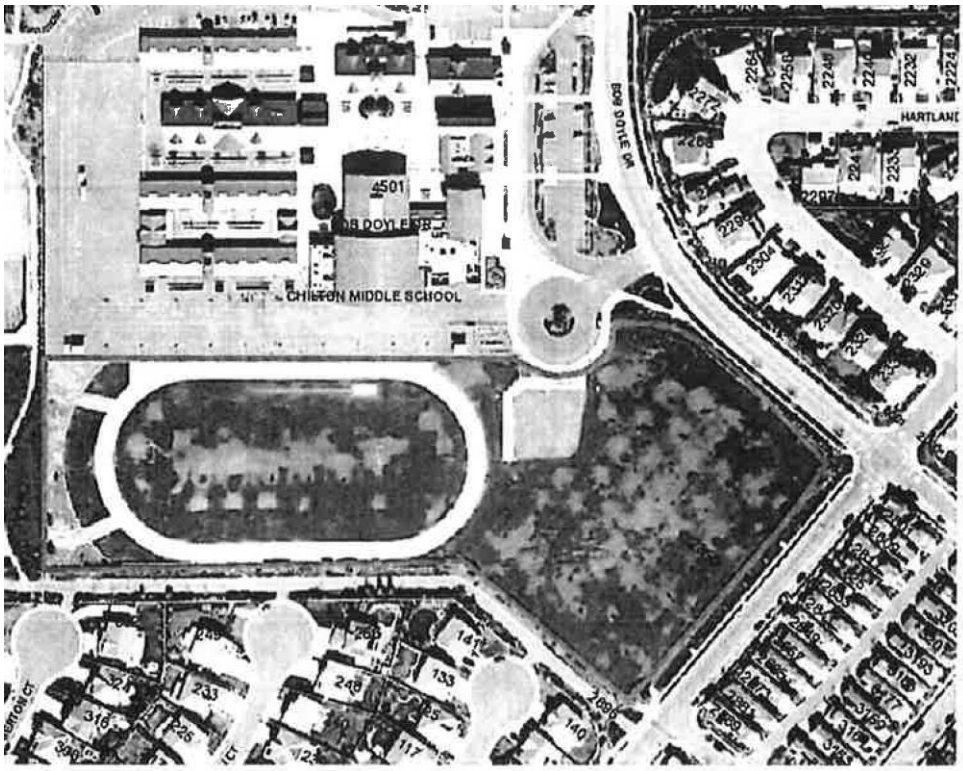
Landscaped Area: Zone 2	School Name: Cooley Middle School			
Site General Location: 9300 Prairie Woods Way				
Description:	Approx. Acres	Approx. Ground Cover (SQ ft)	Approx . Turf (Acres)	Annual Cost
~~**Area maintained by**• 08555-5100~~	~~**Maintenance Standard:** EXHIBIT G~~			
Total amount:			7.56	$15,226 *(2022 costs)*



Landscaped Area: Zone 3	School Name: Junction Elementary			
Site General Location: 2150 Ellison Drive				
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)	Annual Cost
~~**Area maintained by**~~ ~~08555 5100~~	~~**Maintenance Standard:** EXHIBIT G~~			
Total amount:			1.6	$7,542 *(2022 costs)*



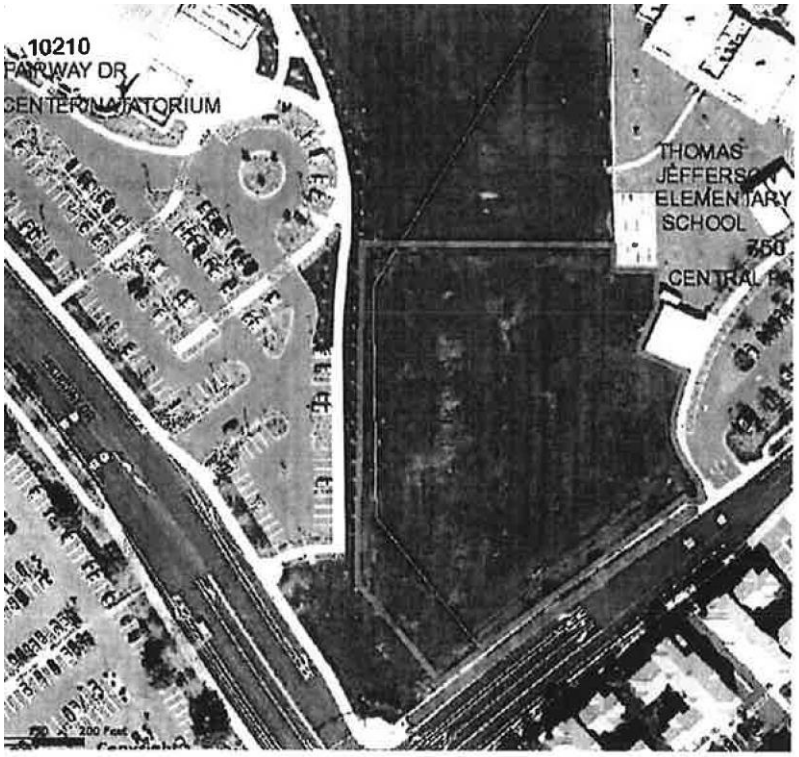
Landscaped Area: Zone 3	School Name: Chilton Middle School			
Site General Location:				
Description:	Approx. Acres	Approx. Ground Cover (SQ ft)	Approx. Turf (Acres)	Annual Cost
~~**Area maintained by**• 08555-5100~~	~~**Maintenance Standard:** EXHIBITG~~			
Total amount:			7.4	$14,346 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Cirby Elementary				
Site General Location: 814 Darling Way					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf Sq Ft		Annual Cost
~~**Area maintained by•** 08555 5100~~	~~**Maintenance Standard:** EXHIBITC~~				
Total amount:			39,183		$5,560 *(2022 costs)*



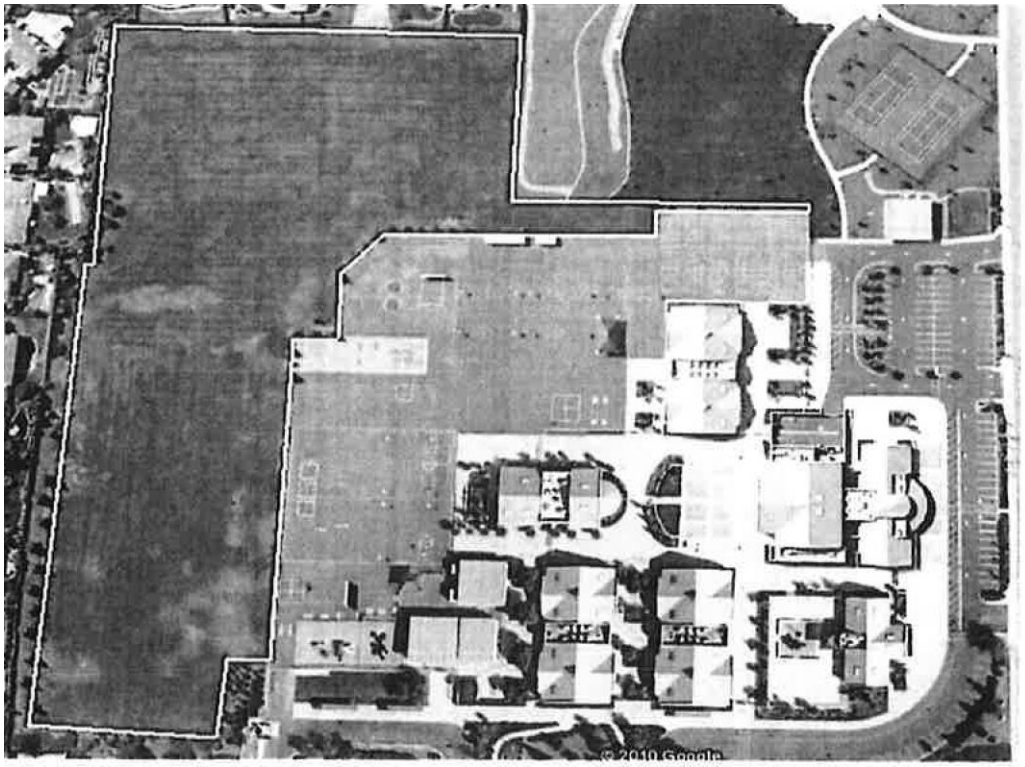
Landscaped Area: Zone 1	School Name: Thomas Jefferson Elementary				
Site General Location: 750 Central Park Drive					
Description:	Approx. Acres	Approx. Ground Cover (SQ ft)	Approx. Turf (Acres)		Annual Cost
~~**Area maintained by:** 08555-5100~~	~~**Maintenance Standard:** EXHIBIT G~~				
Total amount:			2.0		$7,047 *(2022 costs)*



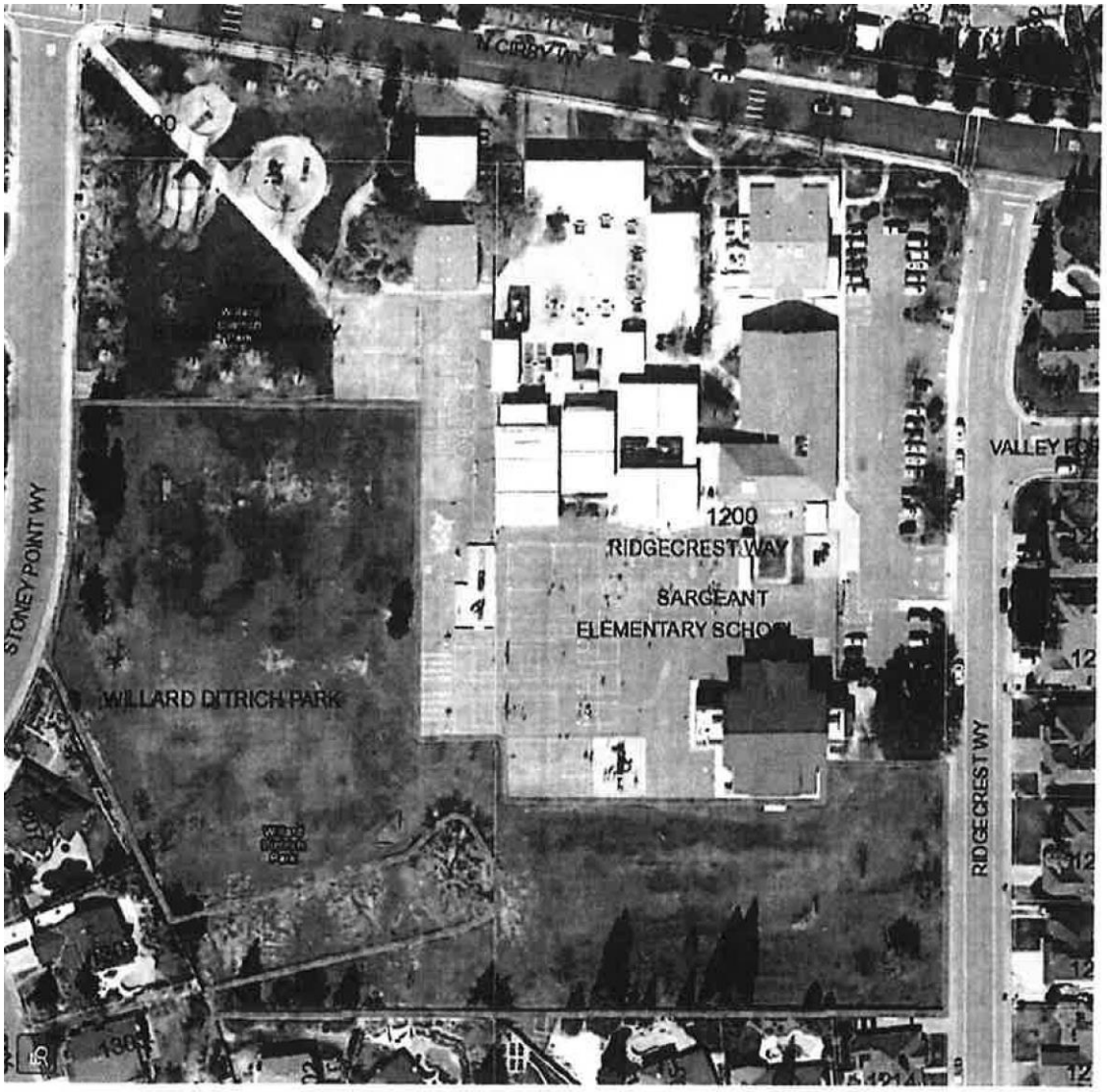
Landscaped Area: Zone 1	School Name: Spanger Elementary				
Site General Location: 699 Shasta Street					
Description:	Approx. Acres	Approx. Ground Cover (SQ ft)	Approx. Turf (Acres)		Annual Cost
~~**Area maintained by**• 08555-5100~~	~~**Maintenance Standard:** EXHIBIT G~~				
Total amount:			3.0		$10,290 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Stoneridge Elementary				
Site General Location: 2501 Alexandria Drive					
Description:	Approx. Acres	Approx . Ground Cover (SQ ft)	Approx. Turf (Acres)		Annual Cost
~~**Area maintained by** • 08555-5100~~	~~**Maintenance Standard:** EXHIBIT G~~				
Total amount:			5.0		$9,425 *(2022 costs)*



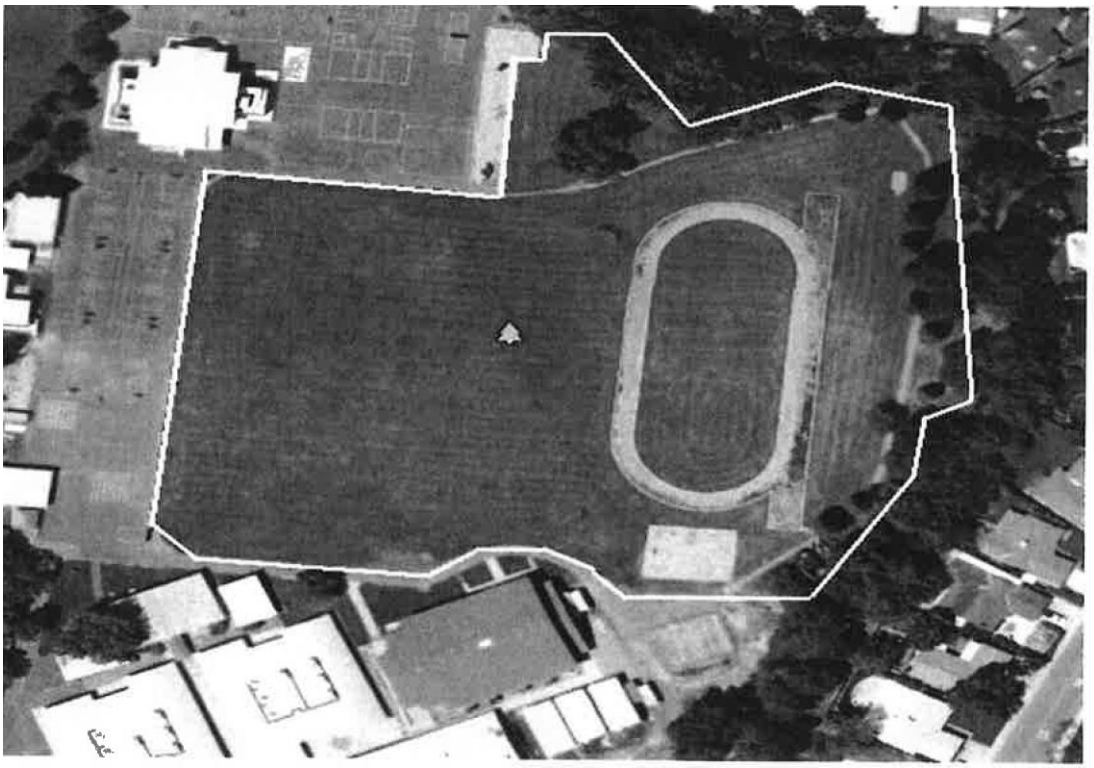
Landscaped Area: Zone 1	School Name: Sargeant Elementary				
Site General Location: 1200 Ridgecrest Way					
Description:	Approx. Acres	Approx . Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
~~**Area maintained by•** 08555-5100~~	~~**Maintenance Standard:** EXHIBIT G~~				
Total amount:			3.35		$8,841 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Buljan Middle School				
Site General Location: 100 Hallissy Drive					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
~~**Area maintained by • 08555-5100**~~	~~**Maintenance Standard:** EXHIBIT G~~				
Total amount:			4.1		$11,761 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Eich Intermediate School				
Site General Location: 711 Oakridge Drive					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
~~**Area maintained by**• 08555-5100~~	~~**Maintenance Standard:** EXHIBIT G~~				
Total amount:			3.0		$9,560 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Kaseberg Elementary School				
Site General Location: 1040 Main Street					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			2.6		$7,047 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Orchard Ranch Elementary School				
Site General Location: 4375 Brookstone Drive					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			.67		$4,767 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Riego Creek Elementary School				
Site General Location: 3255 Pruett Drive					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			1.78		$7,789 *(2022 costs)*



Landscaped Area: Zone 1	School Name: Vencil Brown Elementary School				
Site General Location: 250 Trestle Road					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			.01		



Landscaped Area: Zone 1	School Name: Crestmont Elementary School				
Site General Location: 1501 Sheridan Ave.					
Description:	Approx. Acres	Approx. Ground Cover (sq ft)	Approx. Turf (Acres)		Annual Cost
Total amount:			1.01		$5,258 *(2022 costs)*



RESOLUTION NO. 17-392

APPROVING A MASTER AGREEMENT FOR JOINT USE OF SCHOOL/PARK SITES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Master Agreement for Joint Use of School/Park Sites, by and between the City of Roseville and the Roseville City School District, 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 6:tb_ day of Sept ember , 20.11by the following vote on roll call:

AYES COUNCILMEMBERS: Gore, Alvord, Herman, Allard, Rohan

NOES COUNCILMEMBERS: None

ABSENT COUNCIL1\1EMBERS: None

MAYOR

ATTEST:

City Clerk

COUNCIL COMMUNICATION

CC #: 2199
File #: 0215-07 & 0709-03 & 0110

Title:	2700 N. Hayden Parkway, Fiddyment Ranch F-8A Apartments - Fee Deferral
Contact:	Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving a fee deferral for the 2700 N. Hayden Parkway, Fiddyment Ranch F-8A Apartments Project consisting of a 330 affordable residential unit apartment complex in an amount not to exceed $4,889,723.52, plus interest, until final of building permit/building occupancy.

BACKGROUND

The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development. The Fiddyment F-8A Apartment Complex is requesting a fee deferral of certain City-controlled development impact fees. The fee deferral requires City Council approval and that development impact fees are paid prior to the issuance of a Certificate of Occupancy/Building Permit Final, as applicable to each permit.

The Economic Development Department received a request from Maracor Development on June 6, 2022 requesting approval of a fee deferral for the Fiddyment Ranch F-8A Apartment Complex, see Attachment 1 for address details of Maracor Development. The Fiddyment Ranch F-8A Apartment Complex ("Complex") is located within the West Roseville Specific Plan area and is located at 2700 N. Hayden Parkway. The Complex proposes construction of 330 residential units within 11 buildings, a club house, pool, site parking and play areas, see attached plans. All units within the complex will be provided as affordable units.

A fee estimate has been prepared for the Complex based on the fees for Fiscal Year (FY) 2022-23. The City fee types and amounts eligible for deferral are identified below:

City Deferred Fees	Model A (5 Buildings)	Model B (6 Buildings)	Clubhouse
Fire Service Construction Fee	$12,105.75	$13,455.18	$3,354.00
Public Facilities Fee	$78,150.00	$78,150.00	
Downtown Benefit Fee	$150,000.00	$150,000.00	
Blue Oaks Blvd. Off-Site Road Fee	$13,719.30	$13,719.30	
Westpark Drive Off-Site Road Fee	$4,148.70	$4,148.70	
Air Quality Program Fee	$7,817.40	$7,817.40	
Community/Public Benefit Fee	$25,350.00	$25,350.00	
General Fund Contribution	$21,000.00	$21,000.00	
Traffic Signal Coordination Fee	$1,860.00	$1,860.00	
Transit Shuttle Service Fee	$1,684.97	$1,684.97	

Transit Shuttle Service Fee	$1,054.67	$1,054.67	
Traffic Mitigation Fee	$115,532.04	$115,532.04	
Electric Backbone Fee	$11,138.40	$11,138.40	$10,700.78
Subtotal of Fees per Building	$442,506.56	$443,855.99	$14,054.78
Subtotal x # buildings	$2,212,532.80	$2,663,135.94	$14,054.78
		Total Fee Deferral	**$4,889,723.52**

The total amount of deferrable fees could change if building permits are pulled after FY2022-23, however the list of deferrable fees would not change following Council action on this item.

According to the Roseville Municipal Code (RMC) all non-residential fee deferrals greater than $100,000 dollars are required to be approved by the City Council. The typical construction and inspection timeframe for apartment complexes is 12-24 months. In an effort to cover lost interest resulting from the City fee deferral there is a pooled interest charge of 1.25% that will be paid upon issuance of a Certificate of Occupancy or Building Permit final. The RMC additionally identifies an administrative processing fee of $831 to be charged per building permit to cover staff's time of processing requests. This report constitutes the written report required by Government Code Section 53083.

FISCAL IMPACT

The requested deferral itself will not result in a loss of impact fees nor earned interest income. The development impact fees are required to be paid prior to issuance of building permit final or occupancy. To ensure that the City will not have loss of interest income, the Roseville Municipal Code requires an interest rate be charged on monies deferred. Specifically, the City's Finance Department identified that the City's ten-year average pooled interest rate is approximately 1.25%. Therefore, an interest rate of 1.25% will be charged on the monies deferred to cover the City's cost of the loss of interest income on the fee deferral amounts. Additionally, the Roseville Municipal Code identifies an administrative processing fee of $831 to be charged to each building permit(s).

The City's fee deferral program is an important economic development tool that facilitates new development that may not otherwise be financially feasible without this program. As a result, this program has the potential to increase impact fees and investment that directly increase property values that may not otherwise occur if this program was not available. Construction of this housing development will create approximately 65-150 temporary construction jobs and approximately 4-10 permanent full and/or part time jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15061(c)(3) and §15378. This fee deferral meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

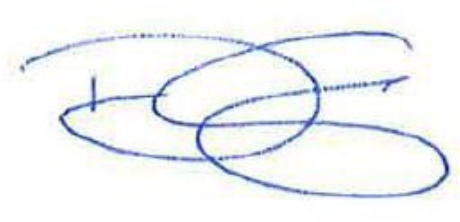
Goal C. Maintain a safe and healthy community – Addressing homelessness is a Council goal. The Fiddyment Ranch F-8A complex is being proposed as a 100% affordable rental project and will provide 330 rental units. The developer will be providing deeper income targeting and will offer 33 units for extremely low (30% AMI), 66 units for very low (50% AMI), and 227 for low-income (60-80% AMI) households. Additionally, this project will help the City meet its required Regional Housing Needs

households. Additionally, this project will help the City meet its required Regional Housing Needs Allocation (RHNA) for affordable units.

Respectfully Submitted,

Gina McColl, Economic Development Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-266

Fiddyment F-8A Plans

Fee Deferral Application

RESOLUTION NO. 22-266

APPROVING FEE DEFERRALS FOR THE
2700 N. HAYDEN PARKWAY, FIDDYMENT RANCH F-8A APARTMENTS PROJECT

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development department received a request from Maracor Development, requesting a fee deferral of certain City controlled impact fees; and

WHEREAS, the fee deferral requires City Council approval and that the deferred fees be paid for or bonded for prior to the issuance of a building permit occupancy/final permit; and

WHEREAS, staff recommends City Council approve the City fee deferral to building permit/occupancy final in the amount of $4,889,723.52 for the 2700 N. Hayden Parkway, Fiddyment Ranch F-8A Apartments Project; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City fee deferral to building permit/occupancy final in the amount of $4,889,723.52 for the 2700 N. Hayden Parkway, Fiddyment Ranch F-8A Apartments Project is hereby approved.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

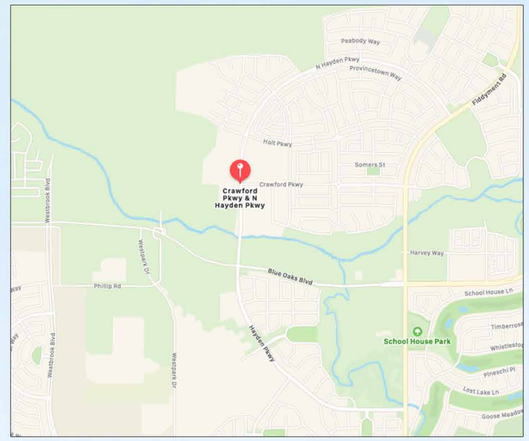
_____
City Clerk

F-8A HDR

ROSEVILLE, CA

JULY 30, 2021



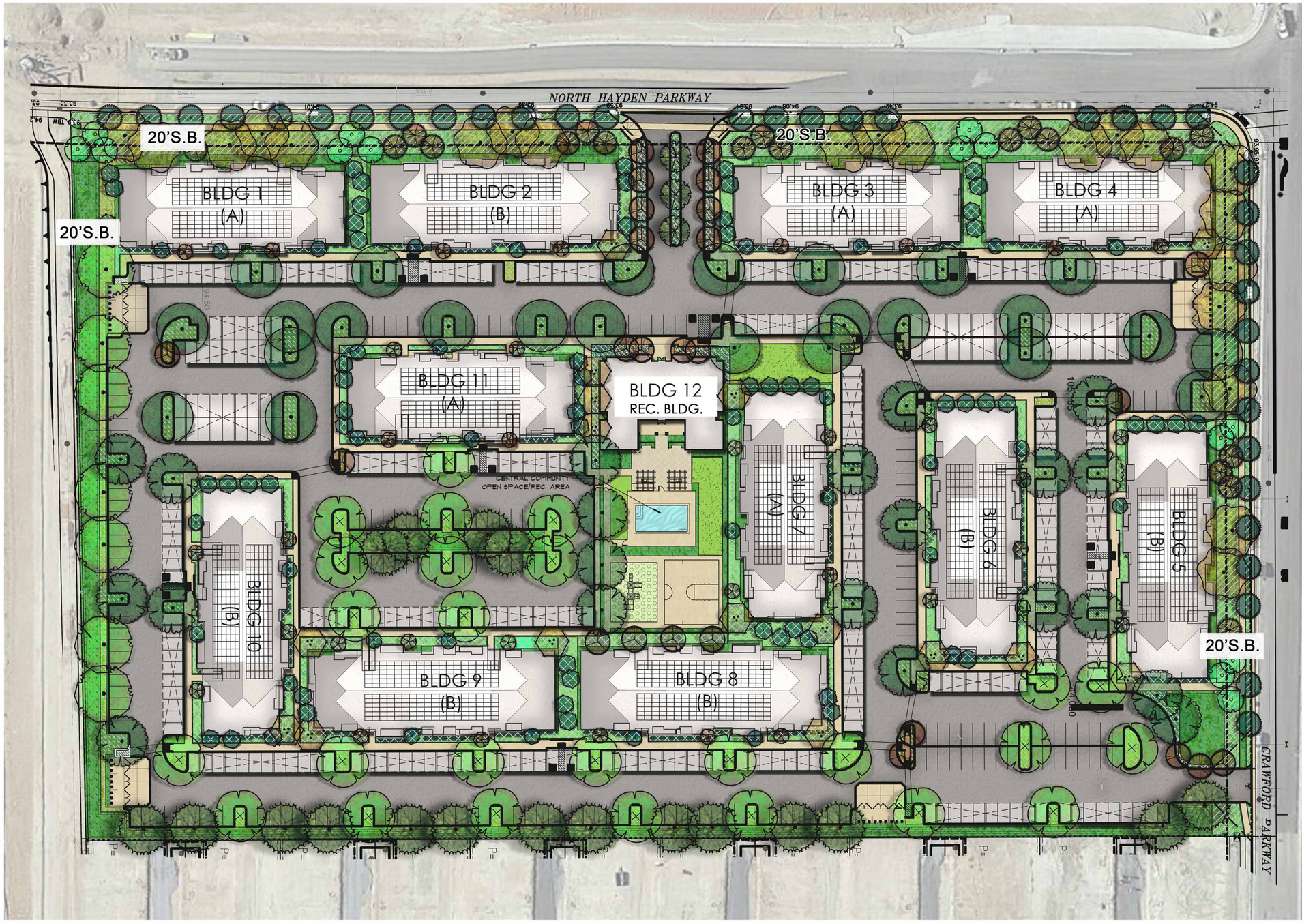


VICINITY MAP N.T.S.

SHEET INDEX

ARCHITECTURE	
COVER SHEET	TS
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UNIT 2 FLOOR PLAN	A2
UNIT 3 FLOOR PLAN	A3
BUILDING A -30 UNIT BUILDING	A4
BUILDING B -30 UNIT BUILDING	A5
CONCEPTUAL BUILDING 'A' ELEVATIONS	A6
CONCEPTUAL BUILDING 'B' ELEVATIONS	A7
BUILDING A ROOF PLAN & SECTION	A8
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ZONING: HDR

3 LEVEL BUILDINGS (SLAB ON GRADE WITH REMOTE PARKING)
330 UNITS
11.9 ACRES
27.73 DU/AC
282,012 SF TOTAL NRSF
854 SF AVERAGE NRSF
6,000 SF LEASING/CLUB/FITNESS

UNIT MIX	TOTAL
UNIT 1 - 1 BEDROOM / 1BATH / 626 SF	162 UNITS
UNIT 2 - 2 BEDROOM / 2 BATH / 950 SF	84 UNITS
UNIT 3 - 3 BEDROOM / 2 BATH / 1,200 SF	84 UNITS
TOTAL	**330 UNITS**

PARKING

REQUIRED PARKING
1 BEDROOM UNITS = 1.5 X 162 UNITS = 243 SPACES
2+ BEDROOM UNITS = 2 X 168 UNITS = 336 SPACES
GUEST PARKING = .1 X 330 UNITS = 33 SPACES
TOTAL REQUIRED = 612 SPACES

PROVIDED PARKING
563 PARKING SPACES
14 MOTORCYCLE SPACES
577 TOTAL PROVIDED SPACES (INCLUDING 330 COVERED SPACES)

PRIVATE OPEN SPACE PROVIDED
PORCHES & DECKS = 33,000 SF = 100 SF/UNIT

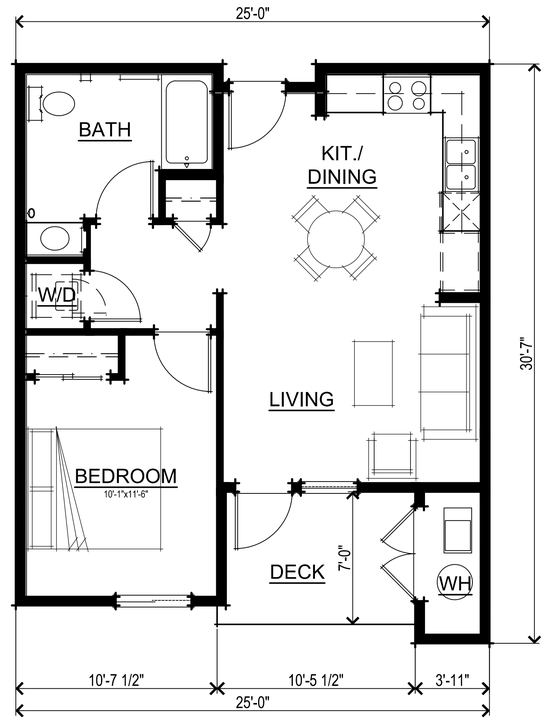
COMMON OPEN SPACE PROVIDED = 84,930 SF
(TOTAL PLANTING AREA)

BUILDING HEIGHT: 40' MAX

346.012 F-8A HDR
Roseville, CA
July 30, 2021

SITE PLAN
A0

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FLOOR PLAN - UNIT 1

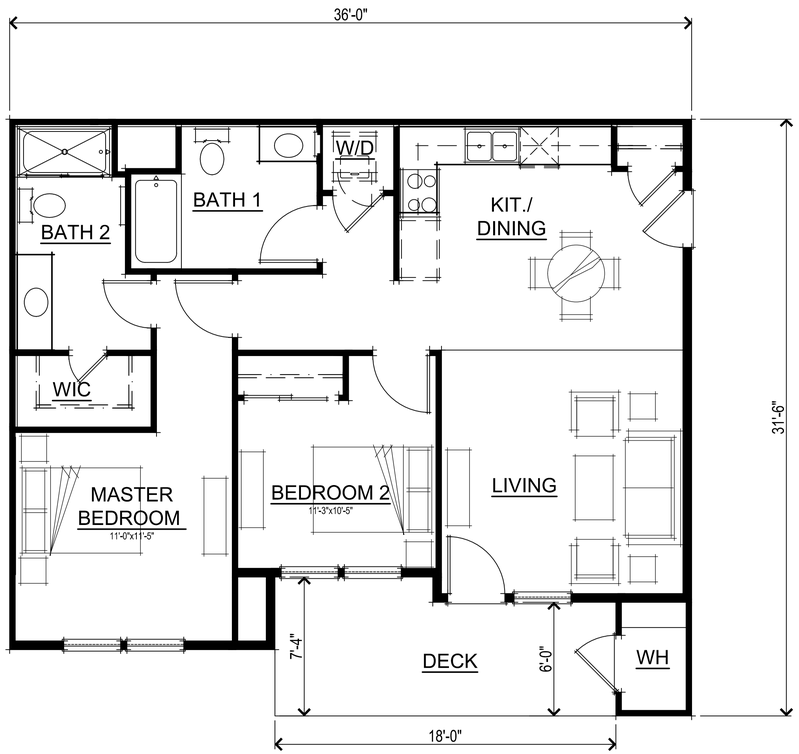
UNIT 1 SQUARE FOOTAGE	
UNIT 1	626 SQ. FT.

0 1' 2' 3' 4' 8'

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Roseville, CA
July 30, 2021

UNIT 1 FLOOR PLAN
A1

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FLOOR PLAN - UNIT 2

UNIT 2 SQUARE FOOTAGE	
UNIT 2	950 SQ. FT.

0 1' 2' 3' 4' 8'

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UNIT 2 FLOOR PLAN
A2

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FLOOR PLAN - UNIT 3

UNIT 3 SQUARE FOOTAGE	
UNIT 3	1200 SQ. FT.

0 1' 2' 3' 4' 8'

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UNIT 3 FLOOR PLAN
A3

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BUILDING A (30 UNIT BLDG) - TYPICAL FLOOR PLAN

0 2' 4' 6' 8' 16'

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BUILDING A -30 UNIT BUILDING
A4

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BUILDING B (30 UNIT BLDG) - TYPICAL FLOOR PLAN

0 2' 4' 6' 8' 16'

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July 30, 2021

BUILDING B -30 UNIT BUILDING
A5

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LEFT ELEVATION

UNIT 3
1,200 SF

UNIT 3
1,200 SF



RIGHT ELEVATION

UNIT 2
950 SF

UNIT 2
950 SF



FRONT ELEVATION
REAR ELEVATION SIMILAR

UNIT 3
1,200 SF

UNIT 1
626 SF

UNIT 1
626 SF

UNIT 1
6526 SF

UNIT 2
950 SF

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July 30, 2021

CONCEPTUAL BUILDING 'A' ELEVATIONS
A6

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LEFT ELEVATION

UNIT 3
1,200 SF

UNIT 3
1,200 SF



RIGHT ELEVATION

UNIT 2
950 SF

UNIT 2
950 SF



FRONT ELEVATION
REAR ELEVATION SIMILAR

UNIT 3
1,200 SF

UNIT 1
626 SF

UNIT 1
626 SF

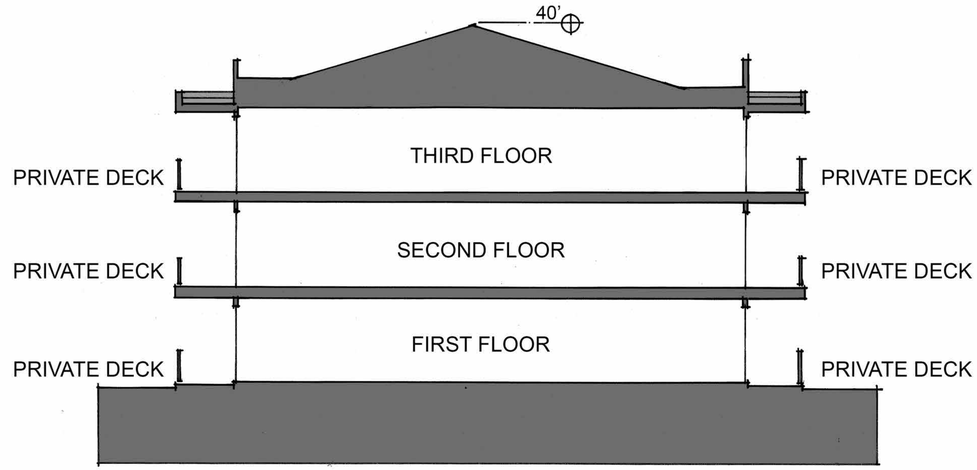
UNIT 2
950 SF

UNIT 2
950 SF

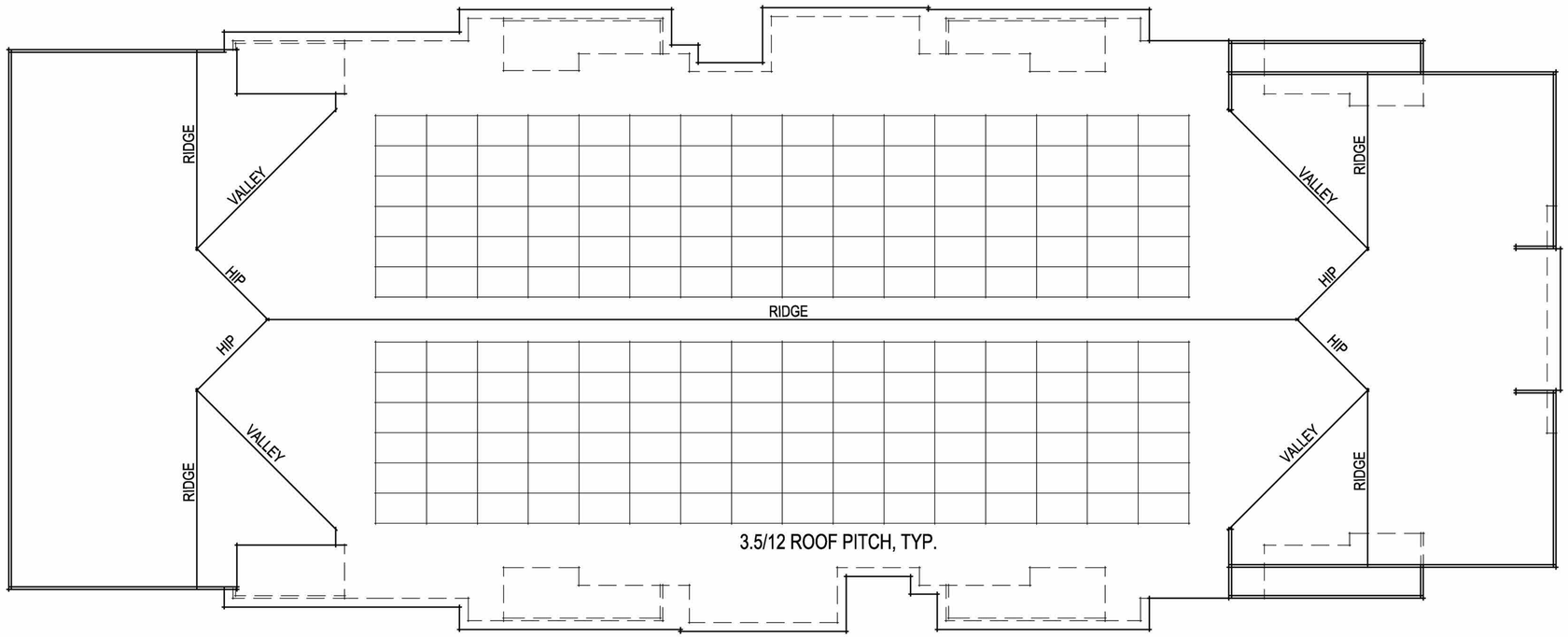
346.012 F-8A HDR
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July 30, 2021

CONCEPTUAL BUILDING 'B' ELEVATIONS
A7

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TYPICAL SECTION



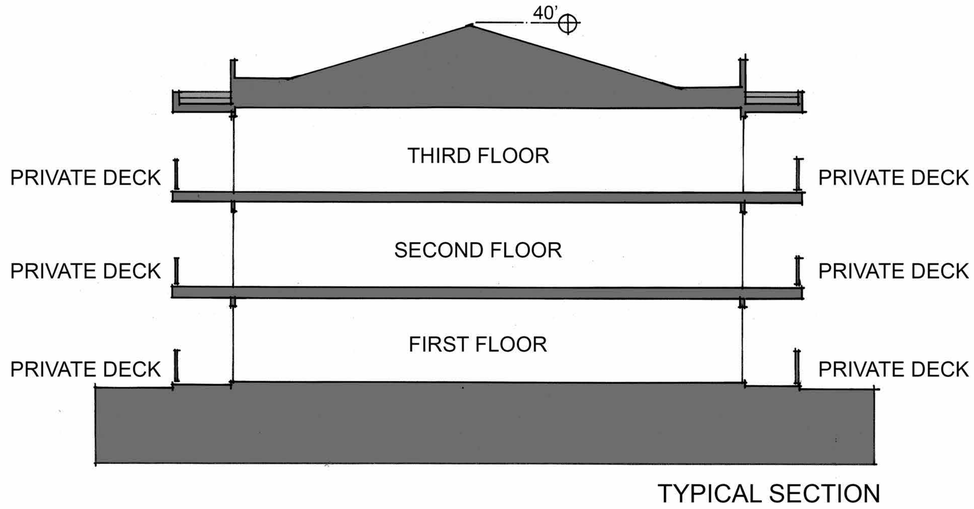
ROOF PLAN

0 2' 4' 6' 8' 16'

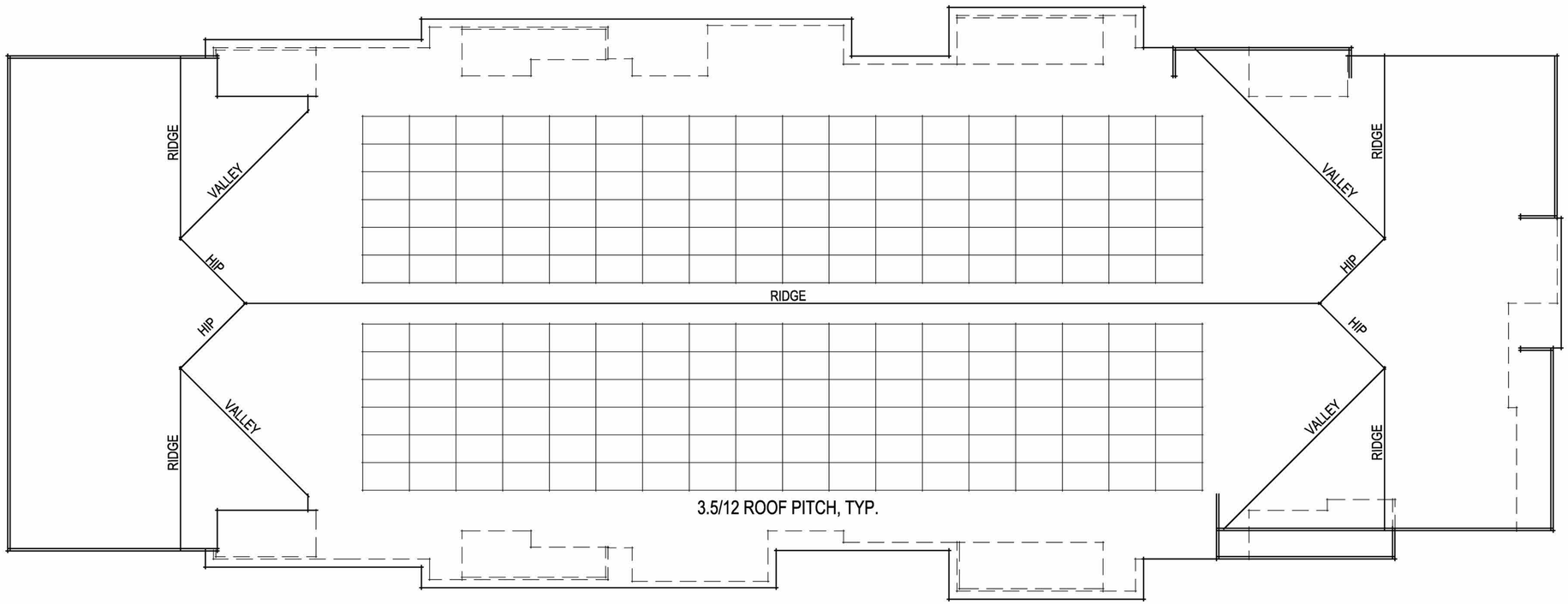
346.012 F-8A HDR
Roseville, CA
July 30, 2021

BUILDING A ROOF PLAN & SECTION
A8

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TYPICAL SECTION



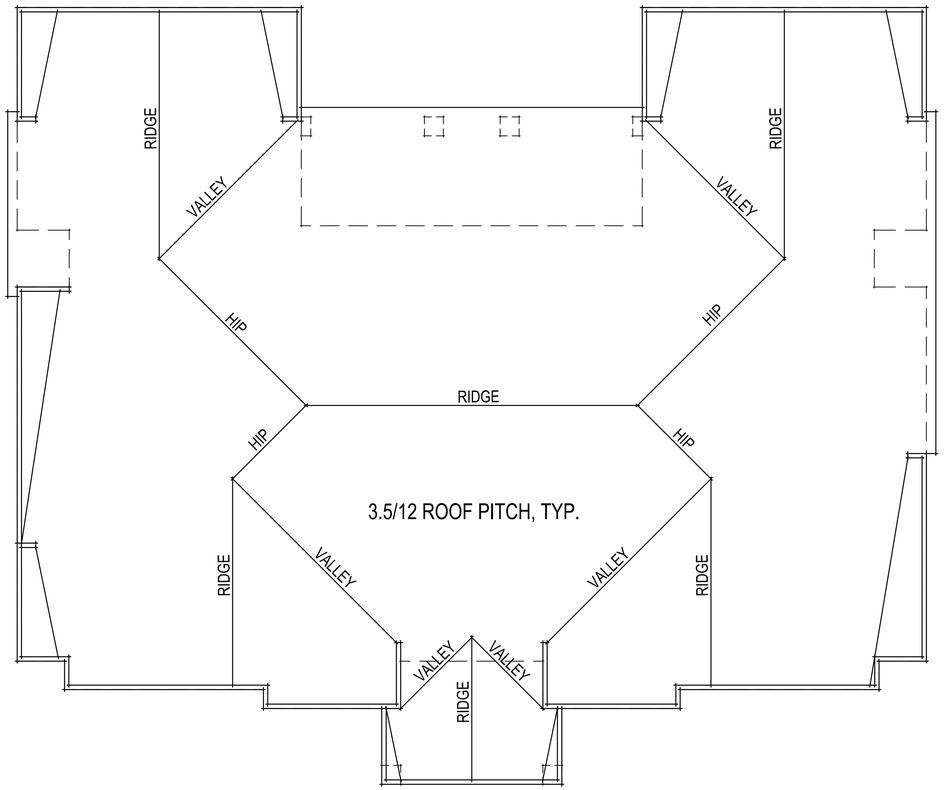
ROOF PLAN

0 2' 4' 6' 8' 16'

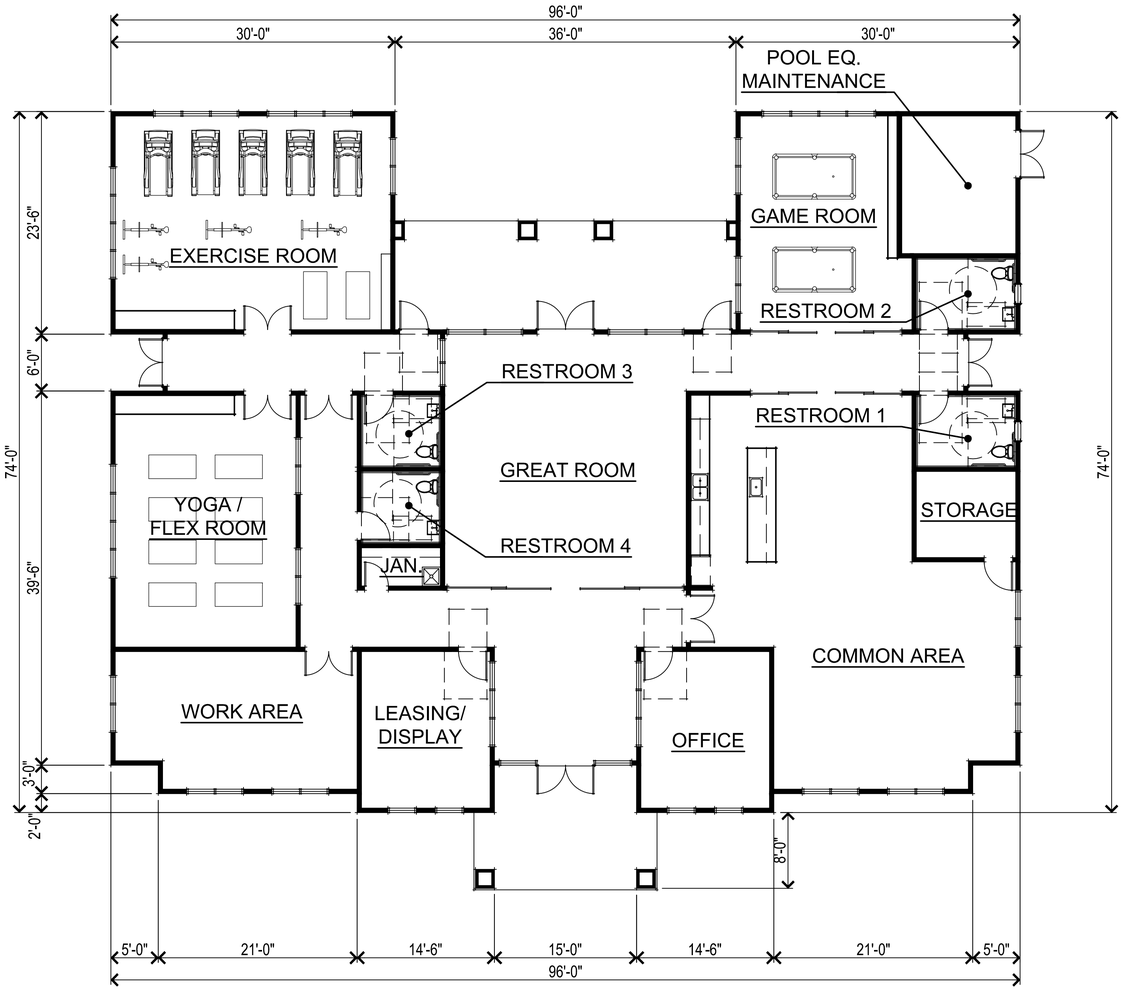
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BUILDING B ROOF PLAN & SECTION
A9

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ROOF PLAN



FLOOR PLAN

CLUBHOUSE BUILDING SQUARE FOOTAGE	
FIRST FLOOR	6000 SQ. FT.

0 2' 4' 6' 8' 16'

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CLUBHOUSE PLANS
A10

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RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION

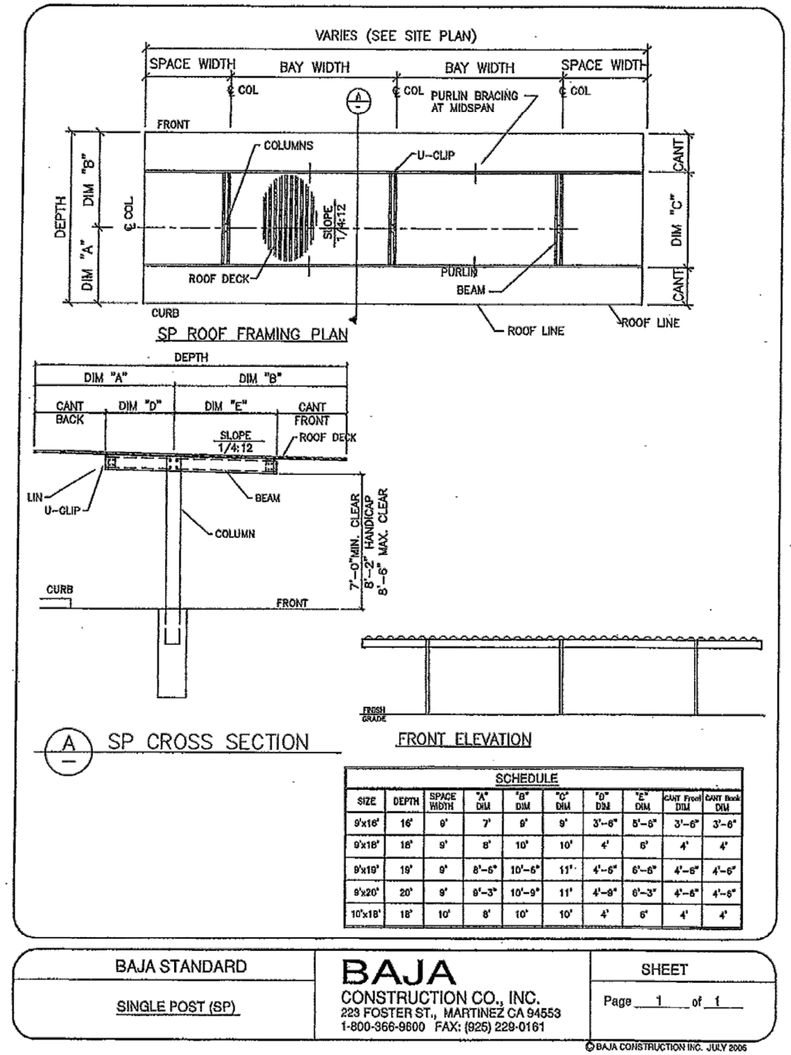
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July 30, 2021

CONCEPTUAL CLUBHOUSE ELEVATIONS
A11

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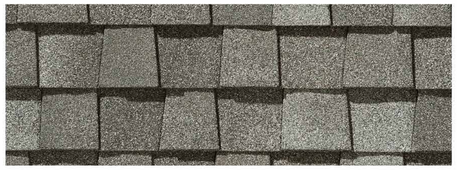


CARPORT EXAMPLE PHOTO



CARPORT TYPICAL DETAIL

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CertainTeed Roofing
Landmark PRO Cobblestone Gray

Exterior Plaster 1
SW 7004 Snowround

Exterior Plaster 2
SW 7016 Mindful Gray

Exterior Plaster 3
SW 2803 Rookwood TerraCotta

Parapet Roof Forms
SW 7020 Black Fox

Wood Railing
Metal Canopy & Accents
SW 7019 Gauntlet Gray

Note: *All colors and textures are representative samples only, pending verification of actual material suppliers and manufacturers for this particular project.*

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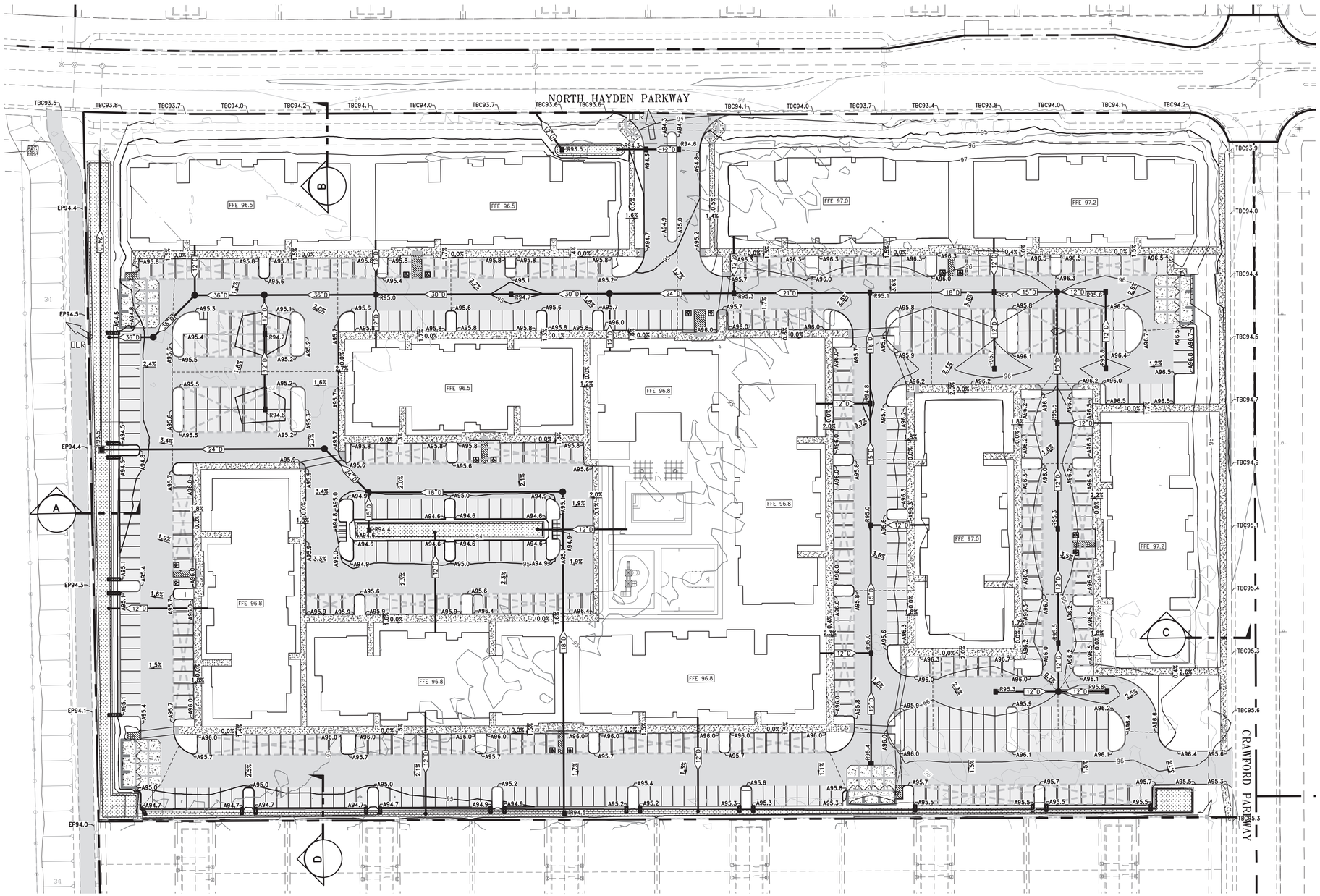
PRELIMINARY GRADING PLAN

F-8A HDR

SEC OF NORTH HAYDEN PARKWAY AND CRAWFORD PARKWAY

ROSEVILLE, CALIFORNIA

AUGUST, 2021



LEGEND

- ASPHALT CONCRETE – LIGHT DUTY
- ASPHALT CONCRETE – MEDIUM DUTY
- CONCRETE – PEDESTRIAN AREAS
- CONCRETE – VEHICULAR AREAS
- BIORETENTION BASIN
- CARPORT AREA

NOTES

1. TC IS 6" ABOVE ASPHALT UNLESS OTHERWISE NOTED.
2. ACCESSIBLE PATH OF TRAVEL SHALL BE 2% MAXIMUM CROSS SLOPE AND 5% MAXIMUM LONGITUDINAL SLOPE.
3. SEE SHEET C1.1 FOR TYPICAL SECTIONS.
4. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
5. THIS EXHIBIT IS FOR PRELIMINARY PLAN PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO DEVELOPMENT DURING THE IMPROVEMENT PLAN PHASE.
6. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND WILL BE FURTHER VALIDATED AS THE DESIGN PROGRESSES TO IMPROVEMENT PLAN PHASE.
7. SPOT ELEVATIONS ARE PAVEMENT GRADE, UNLESS NOTED OTHERWISE (A=ASPHALT; R=RIM; FL=FLOWLINE; EP=EXISTING EDGE OF PAVEMENT)
8. THE PROPOSED GRADING DESIGN, UTILITY LAYOUT AND SIZES SHOWN ARE CONCEPTUAL AND SUBJECT TO MODIFICATION AS DESIGN PROGRESSES TO IMPROVEMENT PLAN PHASE.
9. ACCESSIBLE PARKING STALLS AND LOADING AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION.
10. ADDITIONAL INTERIOR AND PROPERTY LINE RETAINING WALLS MAY BE REQUIRED AND WILL BE DETERMINED DURING IMPROVEMENT PLAN PHASE.
11. CURB CUT FLOW-THRU'S SHALL BE PROVIDED ADJACENT TO BIORETENTION BASINS TO ALLOW STORM RUNOFF TO ENTER FACILITY.
12. SEE SHEET C1.1 FOR EARTHWORK VOLUMES AND STRUCTURAL SECTIONS.

40' 20' 0 40'

SCALE: 1" = 40'

C1

WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

231 Vernon Street
Roseville, CA 95678

Tel 916.341.7760
Fax 916.341.7767

J:\1000-s\1027-Fiddyment Ranch\Phase3\F-8A_HDR\Civil\Exhibits\Land Use Entitlement\Exh_Grading Plan-F8A.dwg 8/2/2021 10:23 AM Jason Reed

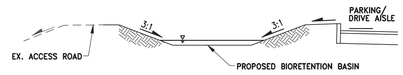
GRADING DETAILS

F-8A HDR

SEC OF NORTH HAYDEN PARKWAY AND CRAWFORD PARKWAY

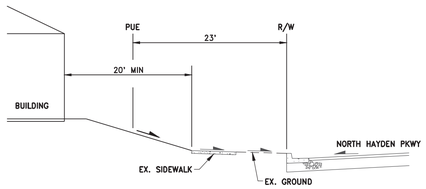
ROSEVILLE, CALIFORNIA

AUGUST, 2021



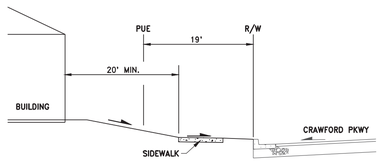
SECTION A

N.T.S.



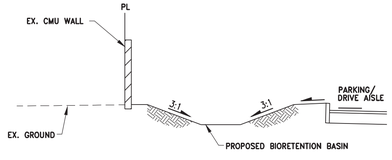
SECTION B

N.T.S.



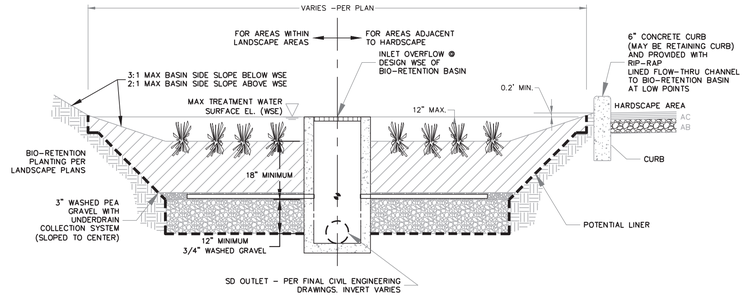
SECTION C

N.T.S.



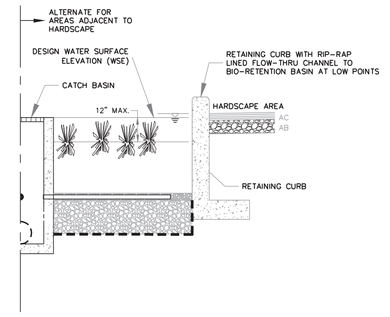
SECTION D

N.T.S.



BIORETENTION BASIN SECTION DETAIL

NOT TO SCALE



ALTERNATE BIORETENTION BASIN DETAIL AT PARKING

NOT TO SCALE

EARTHWORK

RAW EARTHWORK (BEFORE STRUCTURAL SECTIONS):

CUT (15% SHRINK): 925 CY
FILL (0% ADJUSTMENT): 20,850 CY
GROSS CUT OR FILL: 19,925 CY FILL

STRUCTURAL SECTIONS:

PARKING DRIVE AISLES: 107,775 SF @ 12" THICK: 3,990 CY
PARKING STALLS: 84,500 SF @ 10" THICK: 2,610 CY
SIDEWALK: 31,860 SF @ 8" THICK: 790 CY
CONCRETE DRIVE: 4,625 SF @ 14" THICK: 200 CY
BIO RETENTION BASINS: 14,765 SF @ 2.5' THICK: 1,365 CY
BUILDING SLAB AND FOUNDATIONS: 129,636 SF @ 1' THICK (ASSUMED): 4,800 CY
POOL: 800 SF @ 5.5' DEPTH (1' STRUCTURAL; 4' WATER; 0.5' FREEBOARD): 165 CY
LANDSCAPE MULCH AND TOPSOIL: 135,000 SF @ 0.5' THICK: 2,500 CY
BUILDING MISC. SPOILS: 250 CY @ 13 BUILDINGS: 3,250 CY
TOTAL STRUCTURAL SECTIONS: 19,670 CY CUT

NET EARTHWORK: BALANCE

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 Vernon Street
Roseville, CA 95678
Tel 916.341.7760
Fax 916.341.7767

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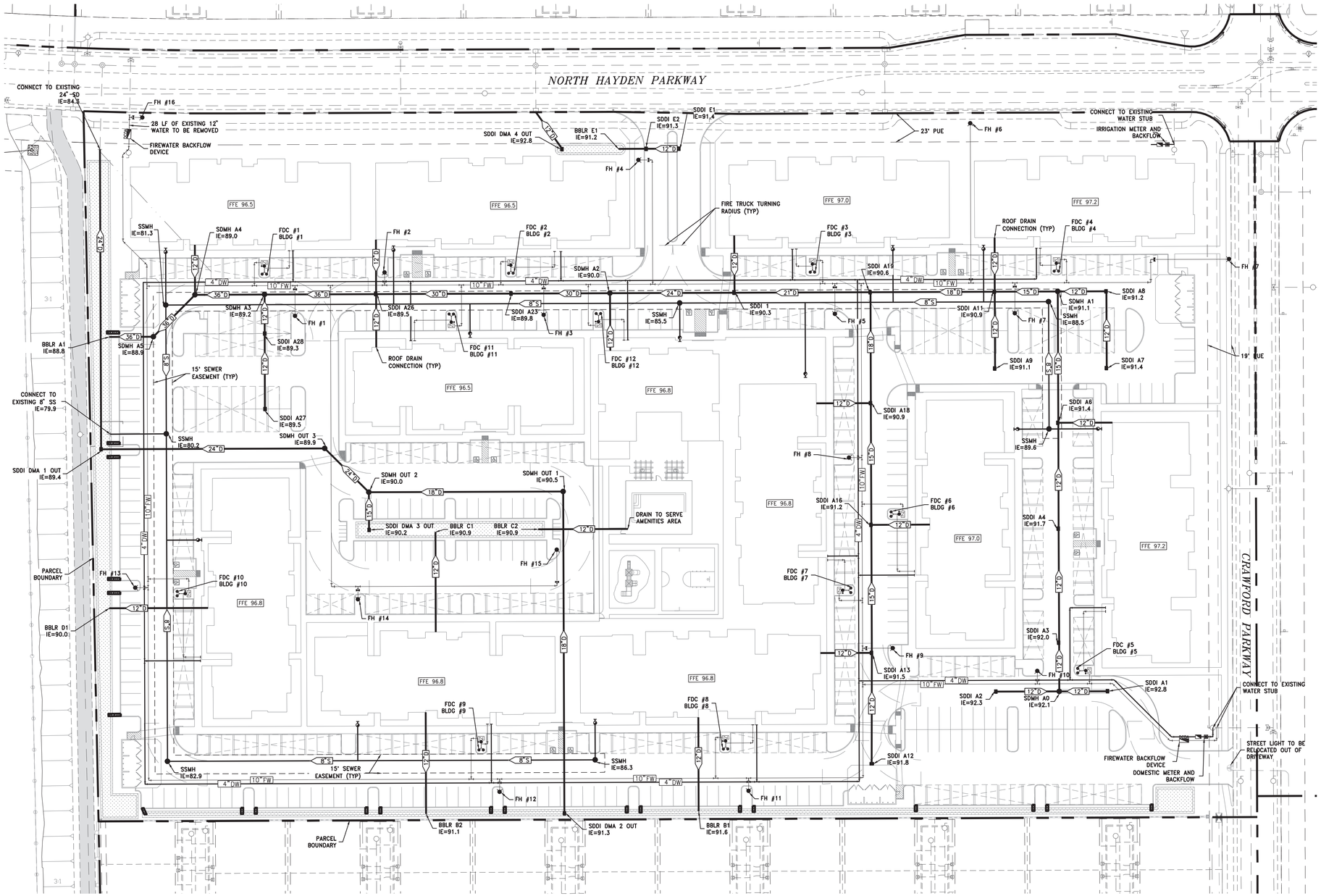
PRELIMINARY UTILITY PLAN

F-8A HDR

SEC OF NORTH HAYDEN PARKWAY AND CRAWFORD PARKWAY

ROSEVILLE, CALIFORNIA

AUGUST, 2021



LEGEND

- 12"D — STORM DRAIN LINE & SIZE
- DROP INLET
- 6"S — SANITARY SEWER GRAVITY LINE & SIZE
- 4"DW — DOMESTIC WATER LINE
- 10"FW — FIRE WATER LINE
- FIRE HYDRANT, BURY, AND GATE VALVE
- FIRE DEPARTMENT CONNECTION – COMPLETE WITH CHECK VALVE, CAPS, SIGN.
- PIV ASSEMBLY

NOTES

1. FINAL LAYOUT AND SIZE OF ONSITE UTILITIES WILL BE DETERMINED DURING IMPROVEMENT PLAN DESIGN PHASE.
2. ONSITE WATER MAINS ARE PRIVATE FACILITIES.
3. ONSITE STORM DRAINS ARE PRIVATE FACILITIES.
4. ONSITE SANITARY SEWER SYSTEM ARE PUBLIC FACILITIES.
5. THIS EXHIBIT IS FOR PRELIMINARY PLAN PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO DEVELOPMENT DURING THE IMPROVEMENT PLAN PHASE.
6. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND WILL BE FURTHER VALIDATED AS THE DESIGN PROGRESSES TO IMPROVEMENT PLAN PHASE.
7. THE PROPOSED UTILITY LAYOUT AND SIZES SHOWN ARE CONCEPTUAL AND SUBJECT TO MODIFICATION AS DESIGN PROGRESSES TO IMPROVEMENT PLAN PHASE.

40' 20' 0 40'

SCALE: 1" = 40'

C3

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 Vernon Street
Roseville, CA 95678
Tel 916.341.7760
Fax 916.341.7767

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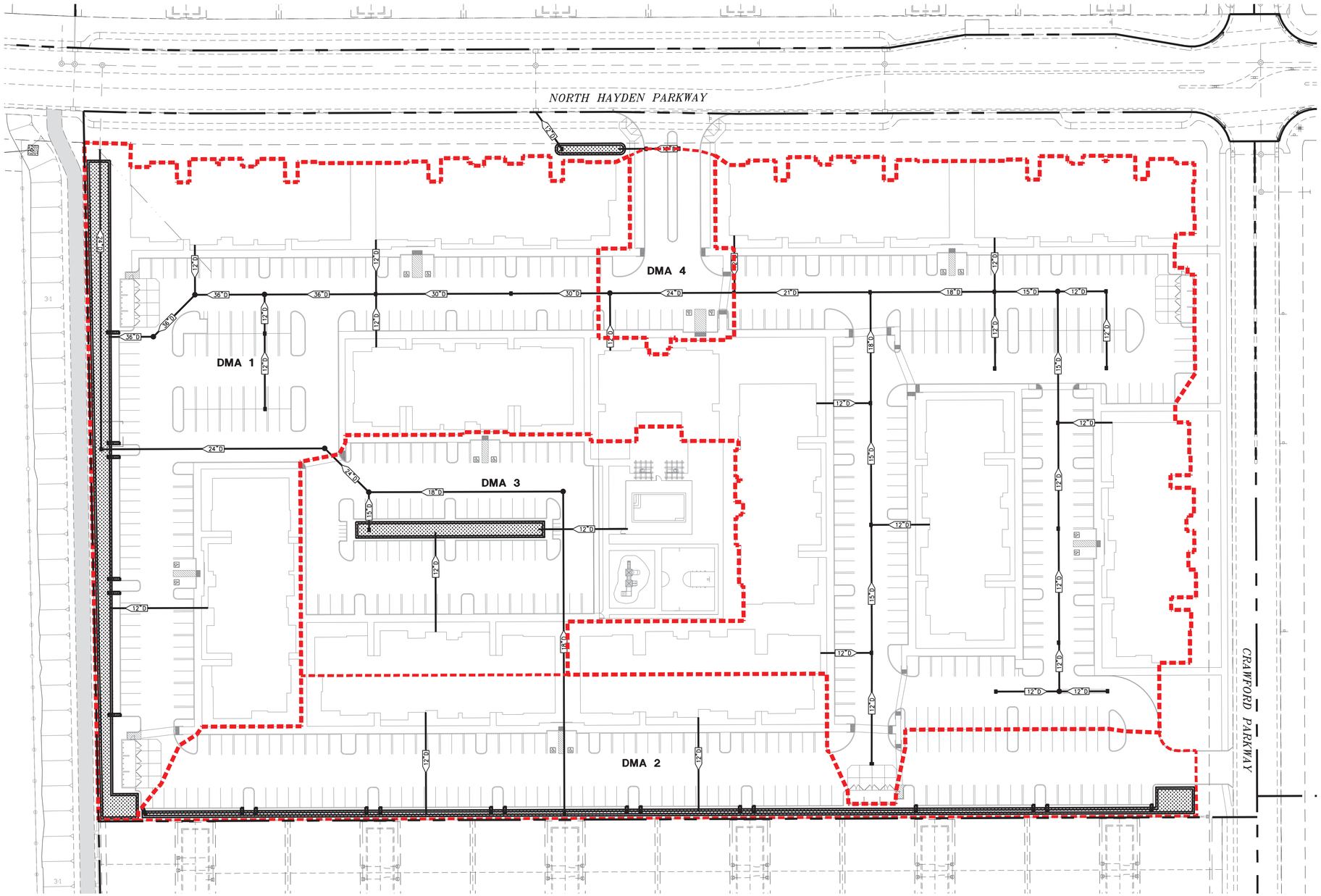
PRELIMINARY STORMWATER MANAGEMENT PLAN

F-8A HDR

SEC OF NORTH HAYDEN PARKWAY AND CRAWFORD PARKWAY

ROSEVILLE, CALIFORNIA

AUGUST, 2021



LEGEND

BIORETENTION BASIN

NOTES

1. STORMWATER QUALITY TREATMENT IS TO BE PROVIDED BY BIORETENTION BASINS.
2. ROOF DRAINS ARE ANTICIPATED TO BE HARD-PIPED AND BUBBLER STRUCTURES TO BASIN WITHIN ASSOCIATED DMA.
3. CURB CUTS WILL BE PROVIDED TO CONVEY WATER FROM ASPHALT TO BIORETENTION BASINS AT APPROPRIATE LOW POINTS. RIP-RAP WILL BE PROVIDED FOR ENERGY DISSIPATION.
4. THIS EXHIBIT IS FOR PRELIMINARY PLAN PURPOSES ONLY. ALL DRAINAGE SYSTEM CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO DEVELOPMENT.
5. THE PROPOSED GRADING DESIGN, TREATMENT LOCATION, UTILITY LAYOUT AND SIZES SHOWN ARE CONCEPTUAL AND SUBJECT TO MODIFICATION AS DESIGN PROGRESSES TO IMPROVEMENT PLAN PHASE.

DMA #	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	TREATMENT REQUIRED (SF)	TREATMENT PROVIDED (SF)
1	254833	54382	7565	7683
2	57874	14742	2455	4671
3	53225	6801	1545	1927
4	11030	2228	460	485

NOTE: BIORETENTION BASINS ARE LARGER THAN REQUIRED TO PROVIDE FLEXIBILITY DURING DESIGN. SIZING WILL BE REFINED AT THE IMPROVEMENT PLAN STAGE

40' 20' 0 40'

SCALE: 1" = 40'

C4

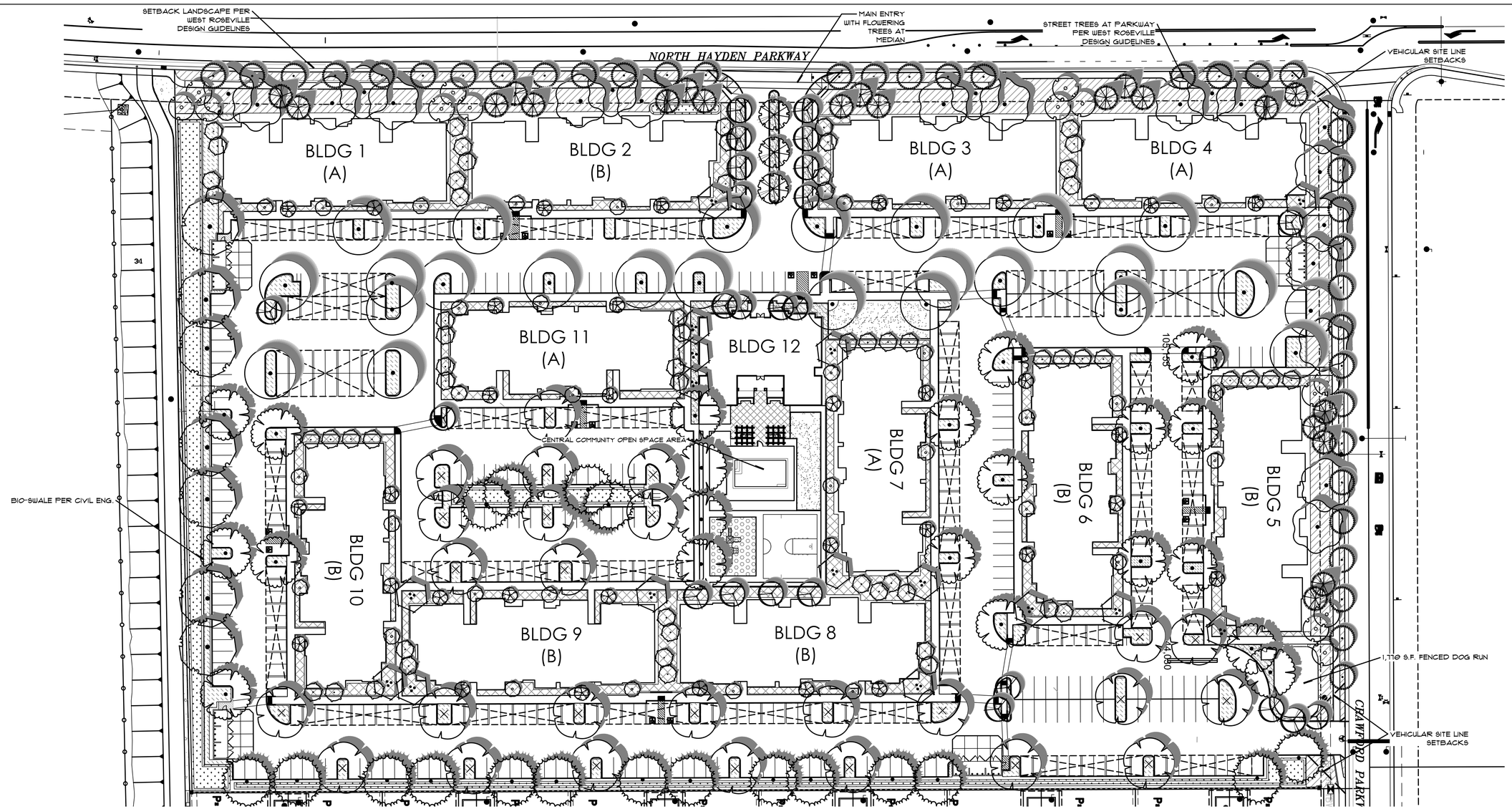
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PROPOSED TREE SPECIES

TREES	BOTANICAL / COMMON NAME	QTY	REMARKS
	ACER JAPONICUM BLOODGOOD / BLOODGOOD MAPLE	34	
	ACER RUBRUM 'AUTUMN RED' / AUTUMN RED MAPLE	18	
	ARBUTUS X 'MARINA' / MARINA STRAWBERRY TREE STANDARD	25	
	ELAEOCARPUS DECIPIENS / JAPANESE BLUEBERRY TREE	16	
	GINKGO BILOBA 'PRINCETON SENTRY' / PRINCETON SENTRY MAIDENHAIR TREE	61	
	LAGERSTROEMIA X 'CHEYENNE' / CHEYENNE CRAPE MYRTLE	14	
	LIRIODENDRON TULIPIFERA 'FASTIGIATA' / COLUMNAR TULIP POPLAR	21	
	MAGNOLIA GRANDIFLORA 'MAJESTIC BEAUTY' TM / MAJESTIC BEAUTY SOUTHERN MAGNOLIA	3	
	PINUS ELDARICA / AFGHAN PINE	21	
	PISTACHIA KEITH DAVEY / PISTACHE K.D.	26	
	PLATANUS X ACERIFOLIA 'COLUMBIA' / COLUMBIA LONDON PLANE TREE	25	
	PODOCARPUS HENKELII / LONG-LEAFED YELLOW WOOD	32	
	QUERCUS LOBATA / VALLEY OAK	7	
	TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN	37	
	ZELKOVA SERRATA 'VILLAGE GREEN' / VILLAGE GREEN SAWLEAF ZELKOVA	21	

PLANT SCHEDULE

GROUND COVERS	BOTANICAL / COMMON NAME	QTY	REMARKS
	BUILDING LANDSCAPE / LOW/MEDIUM WATER, ADJUST FOR SUN/SHADE	29,571 SF	
	ENTRY LANDSCAPE / MEDIUM WATER USE, ENHANCED / FLOWERING	3,335 SF	
	PERIMETER / PARKING LANDSCAPE / LOW WATER USE GRASSES AND GROUNDCOVERS	14,321 SF	
	SETBACK LANDSCAPE / PER WEST ROSEVILLE D.G.	31,275 SF	
	TRAILSIDE LANDSCAPE / SLOPE COVER, HYDROSEED	2,646 SF	
	TURF / SOD	3,166 SF	

SHADE CALCULATIONS

Shade Calculations for Village F-8A., Roseville, CA

Botanical Name	Quantity	Shade allowed	at 25%	at 50%	at 100%	Total
40' SHADE CANOPY	74	1256	8	25	41	69,708.00
30' SHADE CANOPY	18	706	0	18	0	6,354.00
20' SHADE CANOPY	17	314	0	15	2	2,983.00
Total Shade Allowed	**109**		**8**	**58**	**43**	**79,045.00**
UNCOVERED parking lot area						**149,185.00**
50% shade required @ 15 yrs						**74,592.50**
% Shade Provided						**53%**

FIDDYMENT RANCH APTS. PRELIMINARY SITE PLAN

JULY 22, 2021

NORTH

0 40 80 120 FEET

SCALE:1" = 40'

THOMAS H. PHELPS
LANDSCAPE ARCHITECTURE
IDLA, INC.
California Landscape Architect #4122
ID #LA-16771 * HI #LA-16112

P.O.BOX 170129
Boise, Idaho 83717
thp@idlainc.net
(208) 906-1300

VILLAGE F-8A
2700 N. HAYDEN PKWY.
ROSEVILLE, CALIFORNIA

These drawings are instruments of service and are the property of Thomas H. Phelps Landscape Architecture. All designs and other information on the drawings are for the use on the specified project and shall not be used otherwise without the express written permission of Thomas H. Phelps Landscape Architecture.

Sheet Title
LANDSCAPE MASTER PLAN

Seal
LICENSED LANDSCAPE ARCHITECT
THOMAS H. PHELPS 4122
Expiration 08/31/22
National Date
State
STATE OF CALIFORNIA

No.	Date	Revision
△		
△		
△		
△		
△		

Project Mgr.: THP
Drawn By: SRV
Scale: 1"=40'-0"
Date: 7/22/21
File Name:
Sheet No.: L
of _____ sheets

Development Services Department
Building Inspection Division
311 Vernon Street
Roseville, California 95678-2649

Non-Residential Development
Impact Fee Deferral Application

Impact Fee Deferral Program

The Impact Fee Deferral Program allows applicants to defer the payment of City controlled impact fees for new non-residential development and building expansions.

Please contact the Building Division at 916-774-5332 prior to submitting this deferral application to obtain a fee estimate and verify the program requirements related to your project. Where deferred fees are estimated to be $99,999 or less, the Development Services Department may approve the deferral administratively. Where deferred fees are estimated to be $100,000 or more, please contact the Economic Development Department at 916-774-5362 as City Council approval will be required. At time of submittal, please provide a copy of your fee estimate and, if applicable, a copy of the Resolution approved by Council with this completed application.

Payment of all deferred fees will be required prior to final inspection or issuance of a Certificate of Occupancy. To utilize the program, a processing charge of $831 will be collected at the time of permit issuance. In addition, a supplemental fee totaling the City's pooled interest rate ten year average will be collected prior to final inspection to cover the financing costs of monies deferred.

By completing and signing this form you hereby agree to the program requirements, processing charge and supplemental fee, as outlined above and in Roseville Municipal Code Section 4.04.

Project Information

Address: _____

Specific Plan Area: _____ Lot # and APN: _____

Property Owner/Builder Information

Builder: _____

Mailing Address: _____

Contact Person: _____ Phone Number: _____

Owner Signature: _____ Email: _____

COUNCIL COMMUNICATION

CC #: 2200
File #: 0110

Title:	Greater Sacramento Economic Council - Economic Development Agreement and Expenditure of Membership Funds for FY2022-23
Contact:	Melissa Anguiano 916-774-5284 mvanguiano@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution to approve an Economic Development Agreement between the Greater Sacramento Economic Council and the City of Roseville and authorize the City Manager to execute it on behalf of the City.
2. Authorize the expenditure of membership funds for:
    - Greater Sacramento Economic Council in the amount of $58,750, and
    - Roseville Area Chamber of Commerce in the amount of $40,000.

BACKGROUND

The City of Roseville allocated financial support, in the form of memberships, to the Greater Sacramento Economic Council and the Roseville Area Chamber of Commerce within the Economic Development Department FY2022-23 budget. The purpose of the memberships with each organization is to attract, grow, support, and expand industry, businesses, and jobs, assist small businesses and entrepreneurs and promote the City as a place to do business. Below is a description of the benefits and goals for each member organization.

Greater Sacramento Economic Council

The Greater Sacramento Economic Council (GSEC) is a public-private partnership; the majority of funding comes from the private sector with a collaboration between local and state governments, market leaders, influencers, and stakeholders, with the sole mission of driving economic growth. GSEC's goal is to implement a new approach to economic development with multi-year financial commitments that allows for more time and resources to be dedicated to business recruitment and retention, rather than ongoing fundraising. Specifically, the membership focuses on the retention, attraction, growth and scale of new businesses, developing advanced industries and creating jobs and investment throughout a six-county region. Along with the City's support and participation in GSEC's efforts, the City has single voting representation, by the City's Mayor or designee, on the Greater Sacramento Board of Directors.

The proposed 2022-23 Economic Development Agreement with the GSEC is the City's eighth annual agreement for participation. The City's membership dues are based on our population in 2021 at a $0.40 per capita rate applied to the population as reported by the Department of Finance.

Roseville Area Chamber of Commerce

The Roseville Area Chamber of Commerce membership focuses on business support, retention, expansion and tourism. The City's membership benefits include participation in Chamber events to strengthen our partnership efforts and to elevate the awareness of this partnership. The City's financial support is identified as a "Signature" level member in the President's Circle. As a Signature level member the City receives:

- Installation Dinner Sponsor Table = 1 table of 10 persons
- Roseville 2022/23 Sponsor & Tickets = 2 tables of 8 persons plus 1 vendor booth
- Splash Sponsor & Tickets = 24 tickets
- Ignite Power Lunch Sponsor = 2 tickets
- Ignite Winter Bash Sponsor & Tickets = 10 tickets
- Chamber Breakfast & Lunch for the year = 2 tickets to each
- Business Showcase & Mixer = Exhibit space 1 vendor booth for each event
- Online Marketing Package including 5-star Lobby Advertising
- Insight Newsletter Advertising

The Roseville Area Chamber has identified the total value for the City's "Signature" level membership at $40,000.

The City's continued investment in memberships with key organizations such as the Greater Sacramento Economic Council and the Roseville Area Chamber of Commerce is key to our successful partnership and efforts relating to business recruitment, retention, expansion, support of small businesses and entrepreneurs, and tourism.

FISCAL IMPACT

The total dollar value of this request is $98,750 and is funded by the General Fund. These funds are included in the FY2022-23 Economic Development Department budget. Therefore, no additional General Fund resources are requested.

ENVIRONMENTAL REVIEW

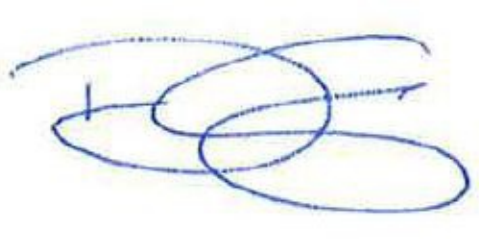
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15061(b)(3)) and §15378. Approval of the FY2022-23 Economic Development Agreement and Expenditure of Membership Funds for GSEC and the Roseville Area Chamber of Commerce meet the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance Economic Vitality

Respectfully Submitted,

Melissa Anguiano, Economic Development Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-267

Fiscal Year 2022-23 GSEC Economic Development Agreement

RESOLUTION NO. 22-267

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GREATER SACRAMENTO ECONOMIC COUNCIL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Economic Development Agreement between the Greater Sacramento 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.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE GREATER SACRAMENTO 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.

WHEREAS, the Parties acknowledge and agree that any previous contract relating to the subject matter herein is terminated and replaced with this Agreement.

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; and 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 Public Jurisdiction. 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 Public Jurisdiction to serve as an alternate to the Director, provided, however, that in the case that the Public Jurisdiction is a county, the highest-ranking elected official designated by the highest-ranking non-elected official may be any one of the county supervisors and need not be the chair of the county supervisors. Any such Director (the representative or his or her alternate) 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 $58,750 for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2023, 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 the 2021 population estimates from the California Department of Finance Demographic Research Unit, which listed the Public Jurisdiction as having a population of 146,875. 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, 2023.

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 2022/2023 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 2022/2023 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 arising out of a third party action, suit, proceeding, claim or demand caused by the negligent performance of Greater Sacramento's obligations under this Agreement.

Any party entitled to indemnity shall promptly notify Greater Sacramento's President & CEO in writing of the existence of any claim, demand, or other matter to which Greater Sacramento's indemnification obligations would apply, shall investigate and mitigate the harm, and shall cooperate with and give to Greater Sacramento a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party. To the extent that notice is not timely provided to Greater Sacramento and Greater Sacramento is prejudiced thereby, Greater Sacramento's indemnification obligations shall be reduced accordingly.

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, wrongful acts or willful misconduct of such indemnified party (including its officials, officers, employees and agents).

Greater Sacramento's aggregate liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall be subject to the other terms of this Agreement and shall in no event exceed the amounts paid by the Public Jurisdiction to Greater Sacramento for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2023, as set forth in this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, to the full extent permitted by applicable law, Greater Sacramento shall not, under any circumstances, be

liable for any claim for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, or for any damages resulting from, arising out of, or in connection with any delays, loss of data, lost revenues, lost profits, interference, interruption of service, or loss of business or anticipatory profits, regardless of the form of action, whether in contract, tort, strict liability or otherwise.

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, creed, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation and identity, national origin, ancestry, age, genetic information, citizenship, medical condition or illness, AIDS/HIV, ethnic background, physically or mentally disabled, retaliation, criminal record, military or veteran status, marital status, or political activities or affiliations, status as a victim of domestic violence, sexual harassment, assault, or stalking. Greater Sacramento also makes reasonable accommodations for handicapped and disabled employees. Finally, Greater Sacramento prohibits the harassment of any individual on any basis listed above, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and will not be tolerated.

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 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.

<u>If to Greater Sacramento:</u>
Greater Sacramento 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, except (i) as may be legally required to respond to a request pursuant to the California Public Records Act (provided, however, the Parties acknowledge and agree that Greater Sacramento is not subject to the California Public Records Act), or (ii) in accordance with a judicial or governmental order, provided, however, that, to the extent reasonably possible, Public Jurisdiction shall give Greater Sacramento reasonable notice prior to making any such disclosure under (i) or (ii) above so Greater Sacramento may contest or seek a protective order (including, without limitation, a temporary restraining order) to prevent such disclosure if it so chooses, and provided further that Public Jurisdiction shall disclose only that portion of the Confidential Information that it is legally required to disclose. "Confidential Information" means any of Greater Sacramento/the Public Jurisdiction's proprietary and/or confidential 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, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. 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; provided, however, that such authorized use does not create any license to use or disclose such Confidential Information except as explicitly granted by either Party. The Parties acknowledge that they are neither responsible nor liable for any business decisions made by the other Party in reliance upon any Confidential Information. The Parties make no representations or warranties, express or implied, with respect to the accuracy or completeness of the Confidential Information. The Parties agree 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. **OWNERSHIP OF WORK PRODUCT:** Public Jurisdiction acknowledges and agrees that all work product or deliverables prepared for, arising from, related to, or incorporated in the services to be provided by Greater Sacramento including, without limitation, all

ideas, concepts, inventions, expressions, information, material, works of authorship, plans, programs, programming code, systems, work notes, drafts, specifications, design documents, flow charts, software programs, analyses, data, surveys, print copy, artwork, plates, photo negatives and positives, boards, preliminary outlines, sketches, letters, invoices, proposals, databases, and reports (collectively, "Work Product") shall be owned solely and exclusively by Greater Sacramento, including without limitation, all corrections, modifications, and derivative works to such Work Product. The Work Product shall be considered Greater Sacramento's Confidential Information.

H. 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 or any law applicable to a Party.

I. RELATIONSHIP OF THE PARTIES; BENEFICIARIES: Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary or joint venture between the Parties. No Party (nor any agent or employee of that Party) shall make any representations or warranties or incur any liability on behalf of the other Party. There are no third-party beneficiaries of this Agreement.

J. MODIFICATIONS: No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

K. 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.

L. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California.

M. 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.

N. **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.

O. **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.

[SIGNATURES ON FOLLOWING PAGE]

The Agreement is executed as follows:

I, Dominick Casey, acknowledge that I am the City Manager of the City of Roseville, California, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

By: _____ Date: _____
Dominick Casey, City Manager

Attest:

_____
Carmen Avalos, City Clerk

Approved as to Form:

_____
Michelle Sheidenberger, City Attorney

I, Barry Broome, acknowledge that I am the President & CEO of the Greater Sacramento 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 ECONOMIC COUNCIL,
A California nonprofit corporation

By: _____ Date: April 1, 2022
Barry Broome, President & Chief Executive Officer

COUNCIL COMMUNICATION

CC #: 2211
File #: 0800-02

Title:	Water, Wastewater, and Waste Services Rate Study - Professional Services Agreement
Contact:	Janet Vargas 916-774-5557 jvargas@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve a professional services agreement with IB Consulting, LLC (IB Consulting) for a rate study for the water, wastewater, and waste services utilities and authorize the City Manager to execute it.

BACKGROUND

The Environmental Utilities Department (EU) is coordinating the development of a water, wastewater, and waste services utility rate study for fiscal years (FY) 2023-24 and 2024-25. The scope of the cost-of-service rate study includes a 10-year financial forecast, comprehensive financial planning and rate models, review and potential update of existing EU fiscal policies, and documentation of the analyses.

EU's existing water and wastewater rate models and waste services financial plan were created by IB Consulting for FY2021-22 and FY2022-23. Continuing with IB Consulting will ensure consistency in methodology as well as minimize the cost and staff hours required for this effort.

FISCAL IMPACT

This professional services agreement has a not-to-exceed amount of $107,520. Funding is included in the FY2022-23 budget in the Water, Wastewater, and Waste Services Operations Funds.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the

activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

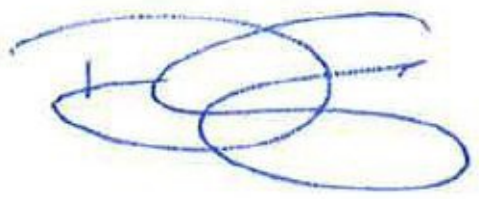
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Janet Vargas, Environmental Utilities Business Administrator

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-274

PSA - IB Consulting - EU Rate Study

RESOLUTION NO. 22-274

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND IB CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for a Water, Wastewater, and Waste Services Rate Study, by and between the City of Roseville and IB Consulting, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Water, Wastewater, and Waste Services Rate Study

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and IB Consulting, LLC, a California limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of a water, wastewater, and waste services rate study; and

WHEREAS, CONSULTANT has prepared a proposal dated June 20, 2022, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional services related to environmental utility rate studies.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred seven thousand, five hundred twenty dollars ($107,520).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

12. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent

contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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, Suite 200 Roseville, CA 95747	Habib Isaac Principal/ Managing Partner 31938 Temecula Parkway, Suite A #350 Temecula, CA 92592

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

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

IB CONSULTING, LLC, a California limited liability company

BY: Habib Isaac
its: Managing Partner

and

BY: _____
its: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO SUBSTANCE:

BY: 

RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

Scope of Work

As part of our scope of services, each task provides details regarding meetings and deliverables. Through our frequent collaboration, City staff will be completely familiar with the models and their functionality. The detailed scope below describes each task and sets forth how we envision working through this engagement.

Task 1: Data Collection and Kick-off Meeting

As part of project initiation, we will meet with City staff to discuss the overall approach to the project, an initial timeline for completion, and to identify key milestones. To ensure a productive kick-off meeting, we will first provide a data request of the items required for developing the financial plans, cost-of-service analyses, and corresponding rates. Ideally, the kick-off meeting will be scheduled two to three weeks after providing the data request to allow ample time to compile and review the data. During our meeting, we will discuss the following items:



1. Questions we have regarding the data received
2. Overview of each utility's current financial position
3. Capital needs with funding options
4. Reserves
5. Policy considerations, state mandates, and any regulatory requirements to address
6. Any new strategic objectives to achieve through rates
7. Rate alternatives to evaluate while complying with Proposition 218 and Proposition 26

The kick-off meeting will conclude with an initial framework of the study, clear lines of communication between us and City staff, and specific dates for scheduled meetings.

Meetings: One kick-off webinar with City staff.

Deliverable: Data request and agenda for the kick-off meeting.

Task 2: Financial Plan Development



Financial planning incorporates numerous considerations besides projecting operating expenses. Utilities need to account for changes in water demand driven by variations in usage and changes to flows for wastewater, and activity frequency with waste services. In addition, system reinvestment, reserves, and debt compliance also influence revenue needs in future years. Therefore, a comprehensive financial plan reviews various aspects of a utility.

We will review the City's revenue requirements to capture all costs, including debt coverage and reserve funding. We will include historical financials and projected revenue requirements, including the City's long-term Capital Improvement Plan (CIP).

CAPITAL PLANNING

Developing a funding approach to the City's CIP is critical to any rate study to ensure rates generate adequate revenue for maintaining and reinvesting in the utility systems. With the array of capital spending needs, identifying the timing of projects and funding sources can generate various scenarios to consider as part of prioritizing short-term needs and long-term planning. Our model will incorporate the ability to select from different capital plan scenarios and toggle between each scenario to instantly review how the capital spending plan folds into the City's total revenue requirements and the level of rate increases. Our modeling will include:

1. Projections of each utility's revenue needs for the next 20 years to capture any significant capital costs on the horizon.
2. Each utility system's annual replacement costs by using current assets/depreciation.
3. CIP funding sources, including reserves, capacity fees, grants, and debt financing.

A sound capital facility funding plan is one of the primary ways to minimize rate spikes by slowly building up reserves for future capital needs and utilizing debt instruments to amortize major capital projects over the useful life of the improvements. Our capital planning assessment will provide a means to determine impacts on customers and show how certain scenarios can smooth out rates by adjusting the capital schedules.

REVENUE REQUIREMENTS

For each enterprise, we will develop a multi-year cash flow pro forma to determine revenue adjustments for the planning period. Expenses will be projected and will incorporate separate inflationary categories including, but not limited to, salaries, benefits, PERS/OPEB, utilities, indirect, capital, and purchased water. Historical financial data will provide a reference for expense trends and new line items added over the years. The financial plan models will also connect to the City's labor forecast by position for applicable years.

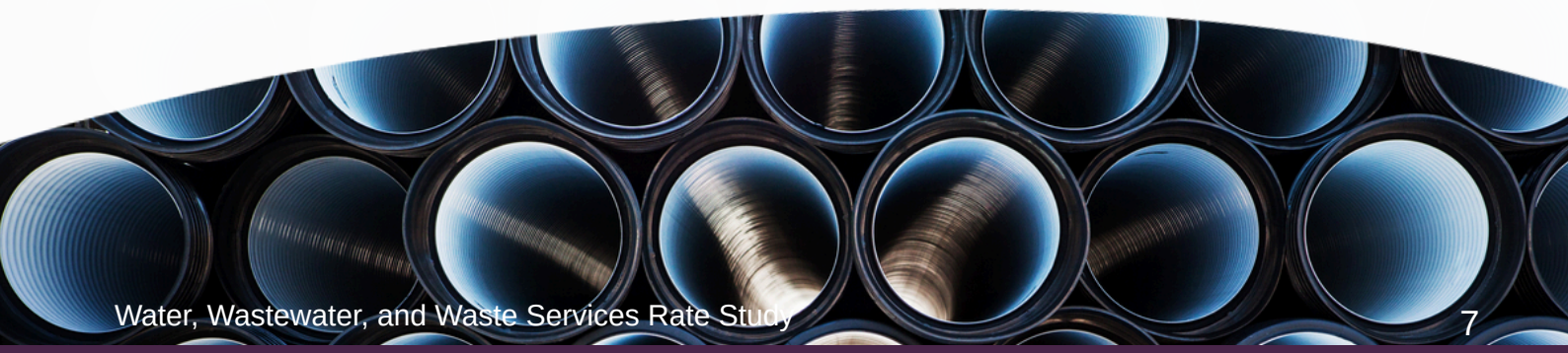
Our financial plans will also include a comprehensive consumption analysis for each utility. We will calculate rate revenue using the raw billing data and compare it to actual revenues within the latest audited financials. Doing so will provide an initial quality assurance check that the raw billing data and units of service driving the updated model are fundamentally sound for forecasting future revenue needs. For waste services, MSW will obtain and finalize the units-of-service for each existing rate and calculate rate revenues by service line (Residential Trash, Green Waste, Organic Waste, Commercial Trash, Commercial Cardboard / Recycling, and Roll-Off). IB Consulting will incorporate the rate revenues by service line into the waste services financial plan.

Recalculating rate revenue for each utility will also allow us to model "what-if" scenarios with changes to growth, water demand, wastewater flows, and waste services pick-up frequencies. We will also model existing reserve policies and identify any recommended adjustments to reserves based on our direct experience and industry best management practices for utilities.

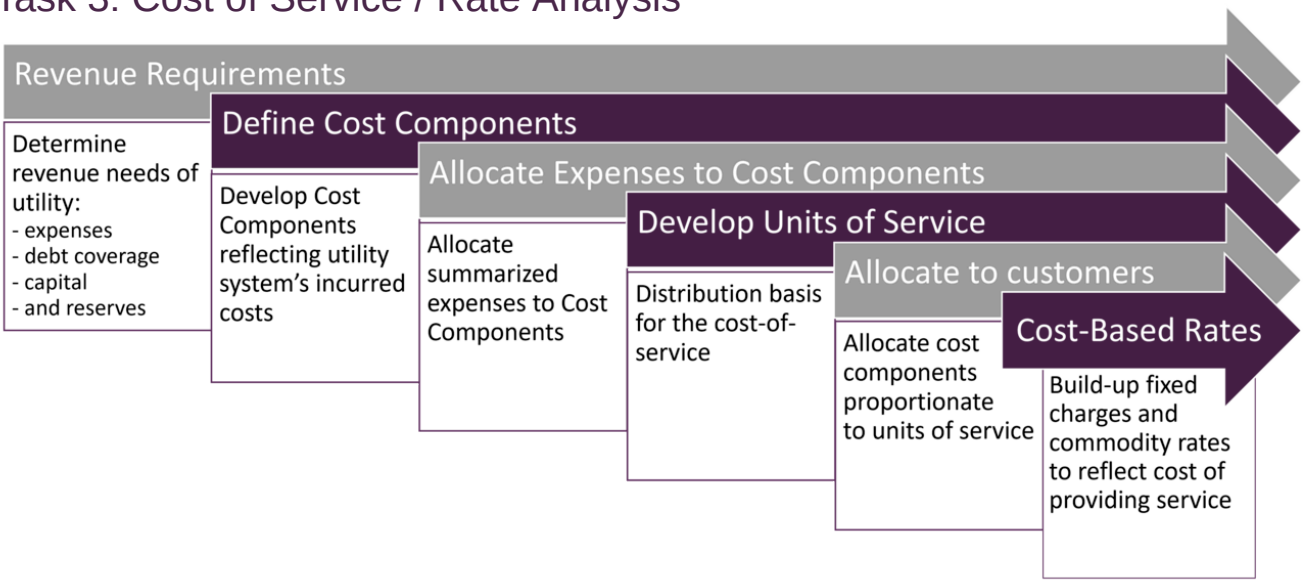
The financial plan models will include an infographic interface (Financial Dashboard) created with the end-user in mind. The Financial Dashboard will include, but will not be limited to, the current financial operating position and projected annual net income, required capital needs with funding sources, the current makeup of reserves, ending reserve balances, and toggles to dynamically change assumptions and compare scenarios. Our Financial Dashboards are a key element to our models and assist with communicating the financial health of the utilities.

Meetings: Webinars as needed to review financial plans.

Deliverable: Financial plan models including total accounts by customer classes, consumption analysis by class, flows by wastewater customer class, and current fixed/variable revenue profile.



Task 3: Cost of Service / Rate Analysis



The cost-of-service analysis is a critical component of any rate study and directly ties to how rates will adjust, which ultimately impacts customer bills and provides a sound nexus between costs incurred and proposed rates. Through our discussions with City staff at the kick-off meeting and our collaboration in updating the financial plans, the initial cost-of-service analysis will reflect feedback received from City staff. We will walk City staff through the cost-of-service, identify recommended adjustments based on best management practices, and ensure compliance with Proposition 218. Discussion points will include:

1. Comparison of revenue recovered from fixed charges versus how much is recovered from variable rates and percent change from the current rate recovery. Adjustments between the fixed/variable split will be driven by identifying how cost recovery has shifted.
2. Comprehensive consumption analysis for each utility to capture new usage trends and provide insight into the amount of revenue recovered between customer classes.
3. Cost components to show how updated rates were derived.
4. Sensitivity analysis with any changes to the rate structures.
5. Customer impacts for each utility.

Each financial plan scenario and rate alternative will include impacts on customer bills for each utility. Doing so will provide insight to the City in selecting the most appropriate rate alternative for their customers.

Meetings: Webinars with City staff to review cost-of-service analysis and corresponding rate alternatives.

Deliverable: Rate models for each utility.

Task 4: Rate Study Report

Once the analysis is completed and rates finalized, we will draft two separate reports. One report will focus on water and wastewater rates, drafted by IB Consulting, and the second report will focus on waste services, drafted by MSW. Both reports will serve as part of the City's administrative record on utility rates. The reports will document assumptions, describe the methodology, and walk the reader through the underlying calculations that derive the updated utility rates. Each report will include an Executive Summary highlighting the primary drivers of any necessary revenue adjustments, financial plan review, and corresponding rates.

The final report will include all of the technical analysis as a backup to the proposed rates; however, we also focus on the readability of our reports to make sure it's easily digestible to the layperson. This is achieved by incorporating infographics that complement the narrative discussions within the report, and we limit the amount of technical jargon that may only be understood by industry professionals. With this in mind, our reports are straightforward and easy to read.

> We recognize that the Final Reports serves two distinct purposes:
> 1) Backup to our technical analysis.
> 2) A clear and concise story of the City's revenue needs.

Meetings: Conference calls as needed to finalize reports.

Deliverable: Draft reports and final reports.

Task 5: Noticing and Public Hearing

We will assist the City with drafting the Proposition 218 Notice. The notice will tie directly to our analysis and Report with visuals to convey proposed rates in an easily digestible manner. We will provide any required tables and incorporate graphics showing customer impacts.

We will be in attendance at the Public Hearing to answer any technical questions and will provide a brief presentation, if desired, summarizing the report, our findings, and proposed rates.

Meetings: One meeting to attend Public Hearing.

Deliverable: Proposition 218 Notice and presentation, if requested.

EXHIBIT “B”

Cost Estimate

Below is our not-to-exceed cost estimate for the scope of services outlined herein. We will bill monthly based on our hourly rates of $210/hour plus travel expenses. Travel expenses are in addition to this cost estimate and will reflect the actual cost incurred. In addition, the cost for printing and mailing the Proposition 218 Notices are not included as part of the cost estimate provided below. We will work with staff to adjust the fee schedule if any changes to the detailed scope or number of meetings are requested.

Tasks	Description	H. Isaac Principal *$210*	A. Boehling Principal *$210*	David Davis MSW - President *$210*	Estimated Hours	Total Cost
1	**Data Collection and Kick-Off Meeting**	**8**	**8**	**8**	**24**	**$5,040**
2	**Financial Plan Development**	**84**	**104**	**8**	**196**	**$41,160**
2.1	Water Consumption and Flow Analysis	12	32	-		
2.2	Water Financial Plan	24	24	-		
2.3	Wastewater Financial Plan	24	24	-		
2.4	Waste Services Financial Plan	24	24	8		
3	**Cost-of-Service / Rate Design Analysis**	**50**	**54**	**100**	**204**	**$42,840**
3.1	Water Rate Model	16	32	-		
3.2	Wastewater Rate Model	32	16	-		
3.3	Waste Services Rate Model	-	-	96		
3.4	Customer Impacts	2	6	4		
4	**Rate Study Report**	**32**	**8**	**24**	**64**	**$13,440**
5	**Noticing and Public Hearing**	**12**	**8**	**4**	**24**	**$5,040**
	Total	**186**	**182**	**144**	**512**	**$107,520**



COUNCIL COMMUNICATION

CC #: 2208
File #: 0400-04-12-1 & 0400-07

Title:	Solaire Phase 6 Village 5 - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends 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 the public easements offered thereon, and accept, subject to improvement, Lots A, B, C, D, E, F, G, H and I and the rights of way offered thereon, and approve the abandonment of the easements listed thereon; and
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 found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance, and all conditions of the tentative map have been met. This map will create 67 residential lots, 2 public landscape lots and 7 open space lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Solaire Phase 6 - Village 5 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Solaire Phase 6 - Village 5 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Solaire Phase 6 - Village 5 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur, and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be

implemented. As such, no additional CEQA action is required at this time.

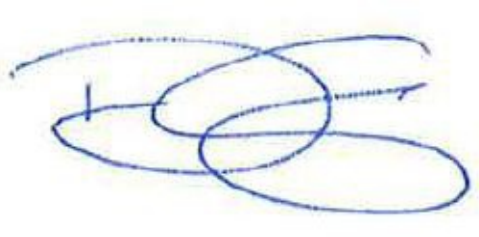
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Final Map

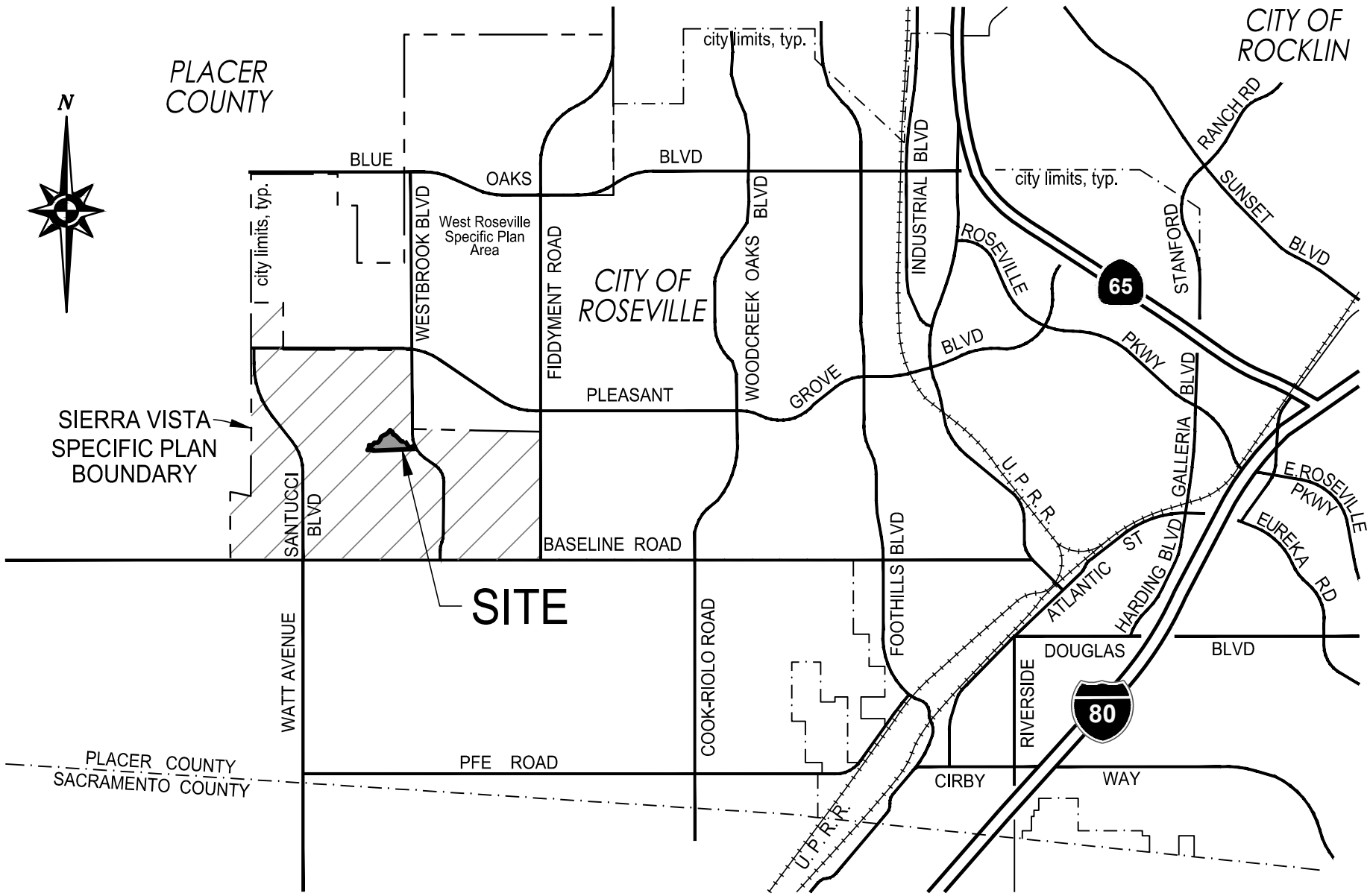
Resolution 22-271

Subdivision Agreement

SOLAIRE PHASE 6 - VILLAGE 5

VICINITY MAP

NOT TO SCALE



BOOK_____ OF MAPS, PAGE_____

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 "SOLAIRE PHASE 6 - VILLAGE 5" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

(A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE PUBLIC STREETS SHOWN HEREON AS SHADOWGATE DRIVE, SHADOWGATE COURT, MOONBROOK CIRCLE, STAR DREAM COURT AND SUN DREAM COURT, LOTS A, B, C, D, E, F, G, H AND I, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SHADOWGATE DRIVE, SHADOWGATE COURT, MOONBROOK CIRCLE, STAR DREAM COURT AND SUN DREAM COURT.

(B) LOTS A AND B AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHT-OF-WAY.

(C) LOTS C, D, E, F, G, H AND I AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

PLUTE HOME COMPANY, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

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 _____

ON_____ BEFORE ME,_____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

SURVEYOR'S STATEMENT

THIS MAP OF "SOLAIRE PHASE 6 - VILLAGE 5" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WESTPARK SIERRA VISTA, LLC, IN NOVEMBER, 2017, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY:_____
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE:_____

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR.
No. 9265
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SOLAIRE PHASE 6 - VILLAGE 5" 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, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "SOLAIRE PHASE 6 - VILLAGE 5" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-23
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SOLAIRE PHASE 6 - VILLAGE 5", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, THE PUBLIC RIGHTS-OF-WAY AND LOTS LOTS A, B, C, D, E, F, G, H AND I OFFERED HEREON FOR DEDICATION AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE EASEMENTS LISTED HEREON WITHIN NOTE 6 ON SHEET 2.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, 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.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY:_____ FEE: $ _____
DEPUTY

FINAL MAP OF
SOLAIRE PHASE 6 - VILLAGE 5
SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2022

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

18254

BOOK_____OF MAPS, PAGE_____

LEGEND

◆	FOUND SECTION CORNER AS NOTED
⊗	FOUND 2" BRASS DISC IN MONUMENT WELL TO BE SET PER (1)
⊙	3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944" TO BE SET PER (1)
⊠	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265" PER CITY OF ROSEVILLE STANDARDS
○	DIMENSION POINT
CB	CHORD BEARING
CD	CHORD DISTANCE
DN	DOCUMENT NUMBER
E.E.	ELECTRICAL EASEMENT
L.E.	LANDSCAPE EASEMENT
M.P.E.	MULTI-PURPOSE EASEMENT
(OA)	OVERALL
O.R.	OFFICIAL RECORDS
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R/W	RIGHT-OF-WAY
S.M.U.D.	SACRAMENTO MUNICIPAL UTILITY DISTRICT
SF	SQUARE FEET
(X)	SHEET NUMBER

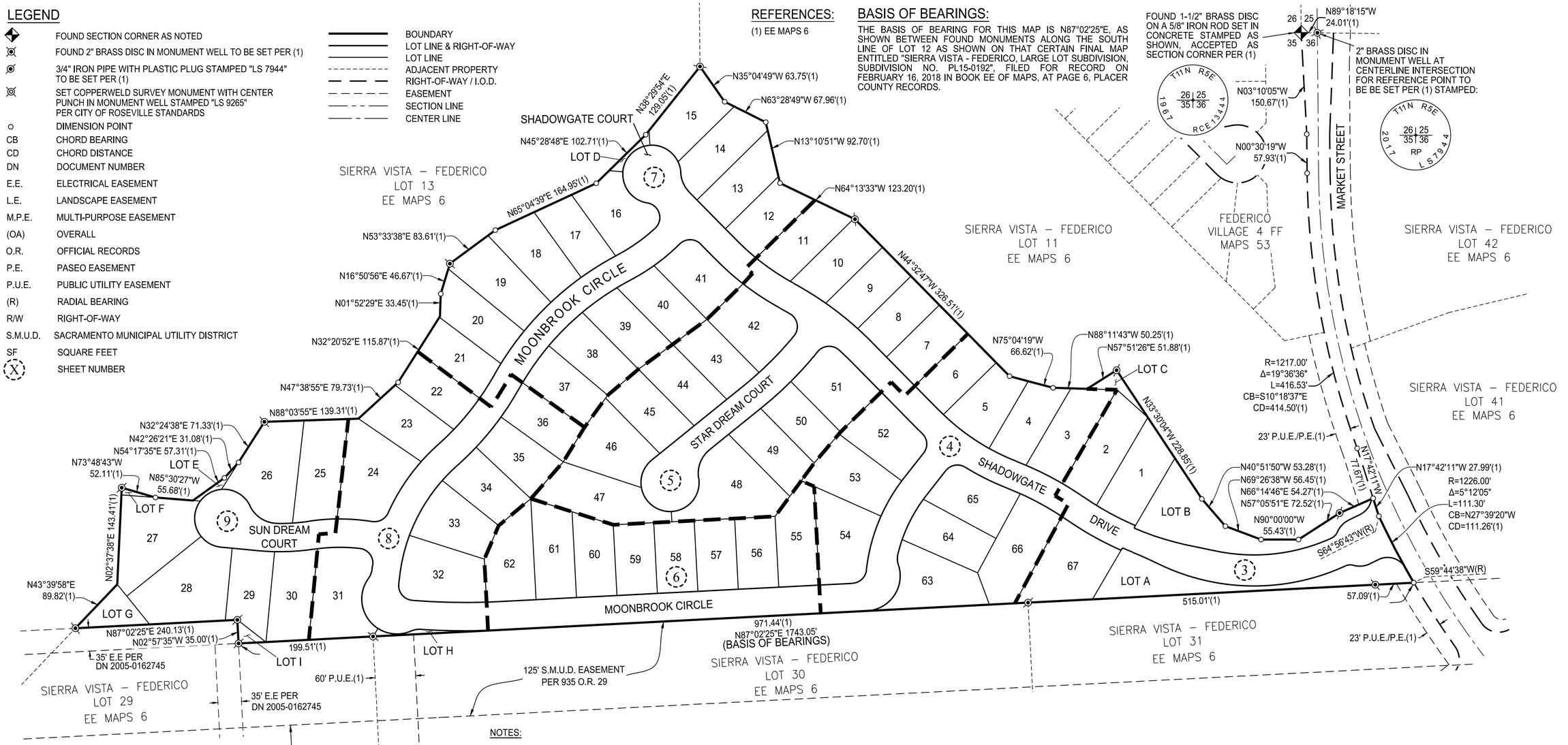
- BOUNDARY
- LOT LINE & RIGHT-OF-WAY
- LOT LINE
- ADJACENT PROPERTY
- RIGHT-OF-WAY / I.O.D.
- EASEMENT
- SECTION LINE
- CENTER LINE

REFERENCES:

(1) EE MAPS 6

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS N87°02'25"E, AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO, LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS.



NOTES:

1. TOTAL AREA OF THIS SUBDIVISION IS 17.514± ACRES, GROSS, CONSISTING OF 67 RESIDENTIAL LOTS, 2 LANDSCAPE LOTS AND 7 OPEN SPACE LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
3. ALL FRONT LOT CORNERS ARE MARKED BY A 1" BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK OR CONCRETE GUTTER ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY CORNER.
4. ALL REAR CORNERS AND ANGLE POINTS, UNLESS SHOWN OTHERWISE, ARE MARKED BY A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265". WHERE REAR CORNERS FALL IN A MASONRY WALL OR FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE WITH A 4.00' OFFSET TO THE REAR CORNER OR, WHERE AN OFFSET MONUMENT CANNOT BE SET, A 3/4" BRASS TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FEET ABOVE GROUND OR ON TOP OF THE WALL.
5. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. DATED FEBRUARY, 2017; PROJECT NUMBER E 16372.00 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-870.
6. PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   A. THOSE PORTIONS OF THE PUBLIC UTILITY EASEMENT (P.U.E.) LYING WITHIN LOT 12 AS SHOWN IN THAT CERTAIN MAP ENTITLED " FINAL MAP OF SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS.
   B. THOSE PORTIONS OF THE PASEO EASEMENT (P.E.) LYING WITHIN LOT 12 AS SHOWN IN THAT CERTAIN MAP ENTITLED " FINAL MAP OF SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS.
7. THIS PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND COVENANTS OF A RECIPROCAL EASEMENT AGREEMENT FOR TEMPORARY ACCESS AND TEMPORARY CONSTRUCTION PURPOSES RECORDED ON JUNE 6, 2017 AS DOC. NO. 2017-0041424. SAID EASEMENT, NOT SHOWN HEREON, LIES ENTIRELY WITHIN LOTS A AND B.

FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 5

SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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JUNE 2022

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BOOK_____OF MAPS, PAGE_____

FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 5

SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

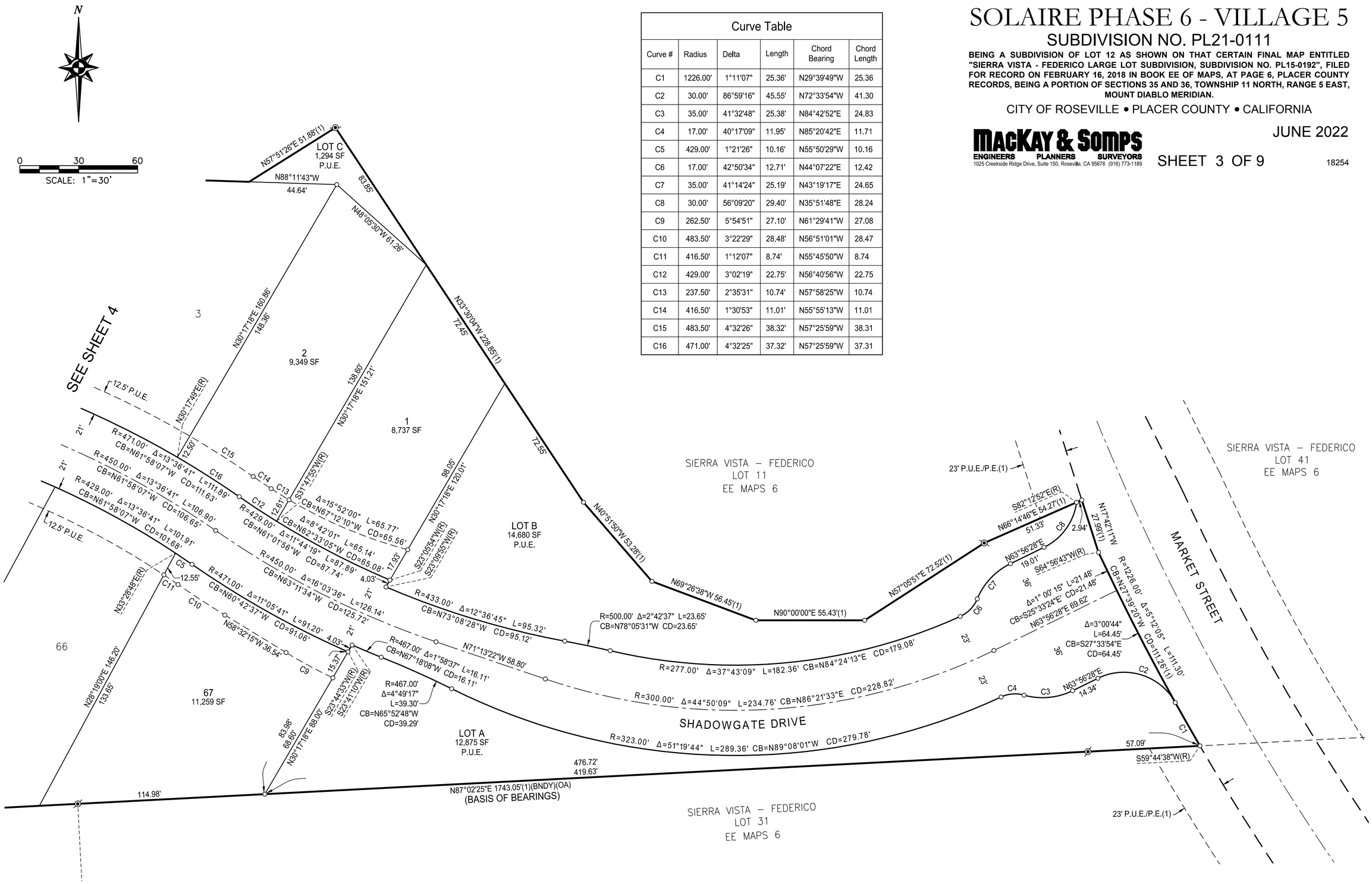
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

JUNE 2022

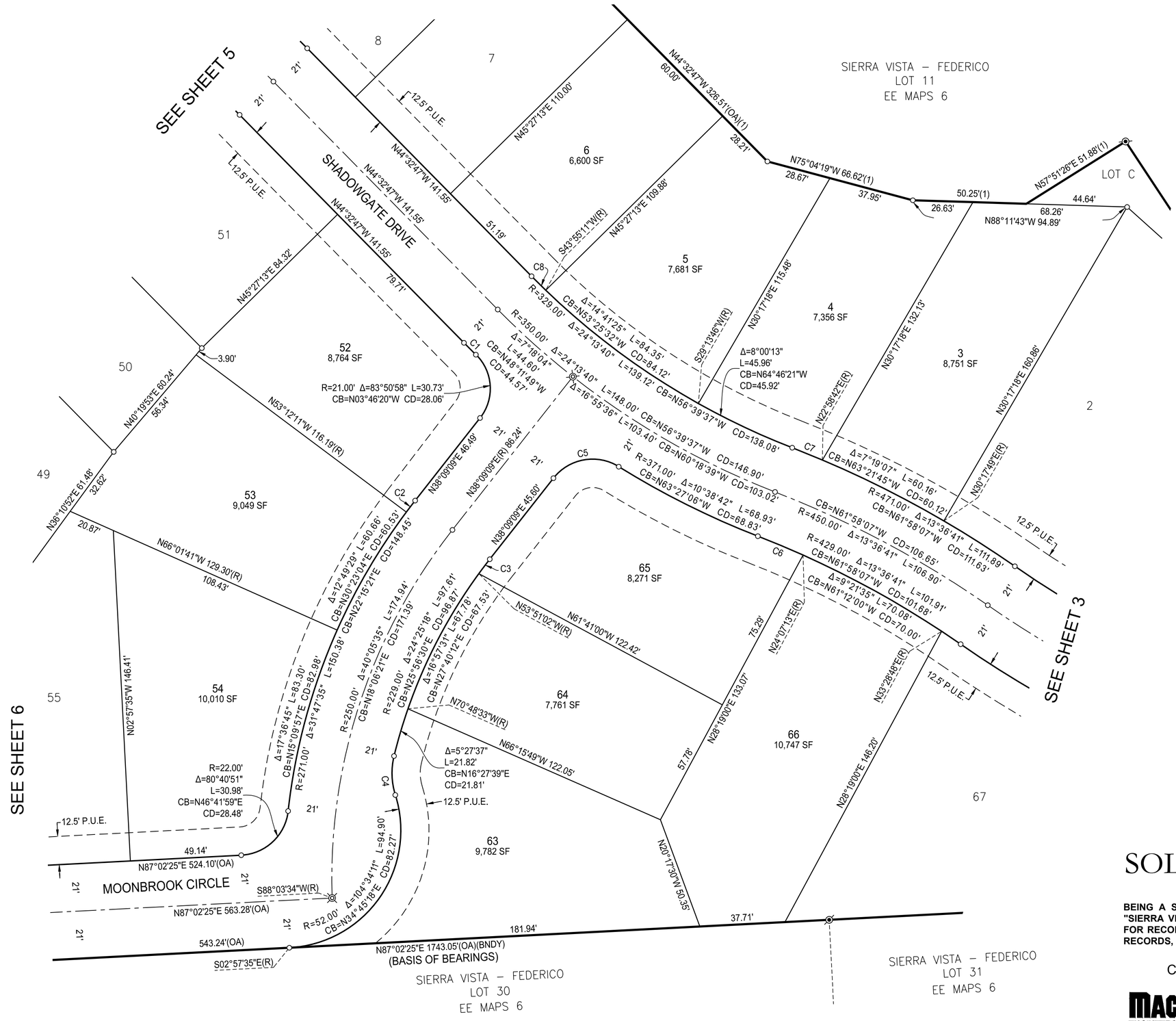
SHEET 3 OF 9

18254

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1226.00'	1°11'07"	25.36'	N29°39'49"W	25.36
C2	30.00'	86°59'16"	45.55'	N72°33'54"W	41.30
C3	35.00'	41°32'48"	25.38'	N84°42'52"E	24.83
C4	17.00'	40°17'09"	11.95'	N85°20'42"E	11.71
C5	429.00'	1°21'26"	10.16'	N55°50'29"W	10.16
C6	17.00'	42°50'34"	12.71'	N44°07'22"E	12.42
C7	35.00'	41°14'24"	25.19'	N43°19'17"E	24.65
C8	30.00'	56°09'20"	29.40'	N35°51'48"E	28.24
C9	262.50'	5°54'51"	27.10'	N61°29'41"W	27.08
C10	483.50'	3°22'29"	28.48'	N56°51'01"W	28.47
C11	416.50'	1°12'07"	8.74'	N55°45'50"W	8.74
C12	429.00'	3°02'19"	22.75'	N56°40'56"W	22.75
C13	237.50'	2°35'31"	10.74'	N57°58'25"W	10.74
C14	416.50'	1°30'53"	11.01'	N55°55'13"W	11.01
C15	483.50'	4°32'26"	38.32'	N57°25'59"W	38.31
C16	471.00'	4°32'25"	37.32'	N57°25'59"W	37.31



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	371.00'	1°09'02"	7.45'	N45°07'18"W	7.45
C2	271.00'	1°21'20"	6.41'	N37°28'29"E	6.41
C3	229.00'	2°00'11"	8.01'	N37°09'03"E	8.01
C4	32.00'	31°15'39"	17.46'	N01°53'59"W	17.24
C5	22.00'	83°43'06"	32.15'	N80°00'42"E	29.36
C6	429.00'	2°53'40"	21.67'	N67°19'37"W	21.67
C7	471.00'	1°45'09"	14.41'	N67°53'53"W	14.41
C8	329.00'	1°32'02"	8.81'	N45°18'48"W	8.81

N

0 30 60

SCALE: 1"=30'

FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 5

SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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JUNE 2022

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BOOK_____OF MAPS, PAGE_____

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	22.00'	93°17'36"	35.82'	N85°29'59"E	31.99
C2	454.00'	2°09'46"	17.14'	N60°22'19"W	17.14

N

0 30 60

SCALE: 1"=30'

SEE SHEET 7

SEE SHEET 8

SEE SHEET 6

SEE SHEET 4

SHADOWGATE DRIVE

STAR DREAM COURT

SIERRA VISTA – FEDERICO
LOT 11
EE MAPS 6

FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 5

SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

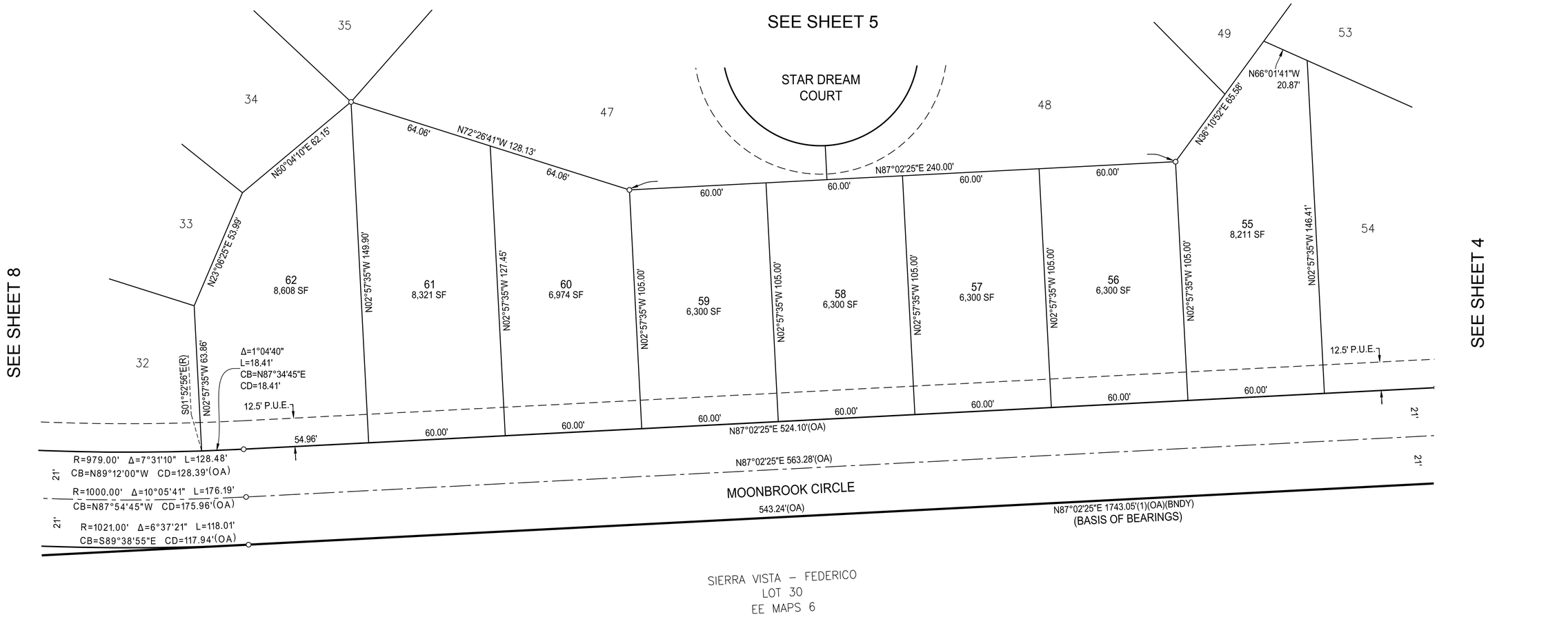
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BOOK_____OF MAPS, PAGE_____



SIERRA VISTA – FEDERICO
LOT 30
EE MAPS 6

N

0 30 60
SCALE: 1"=30'

FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 5

SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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JUNE 2022

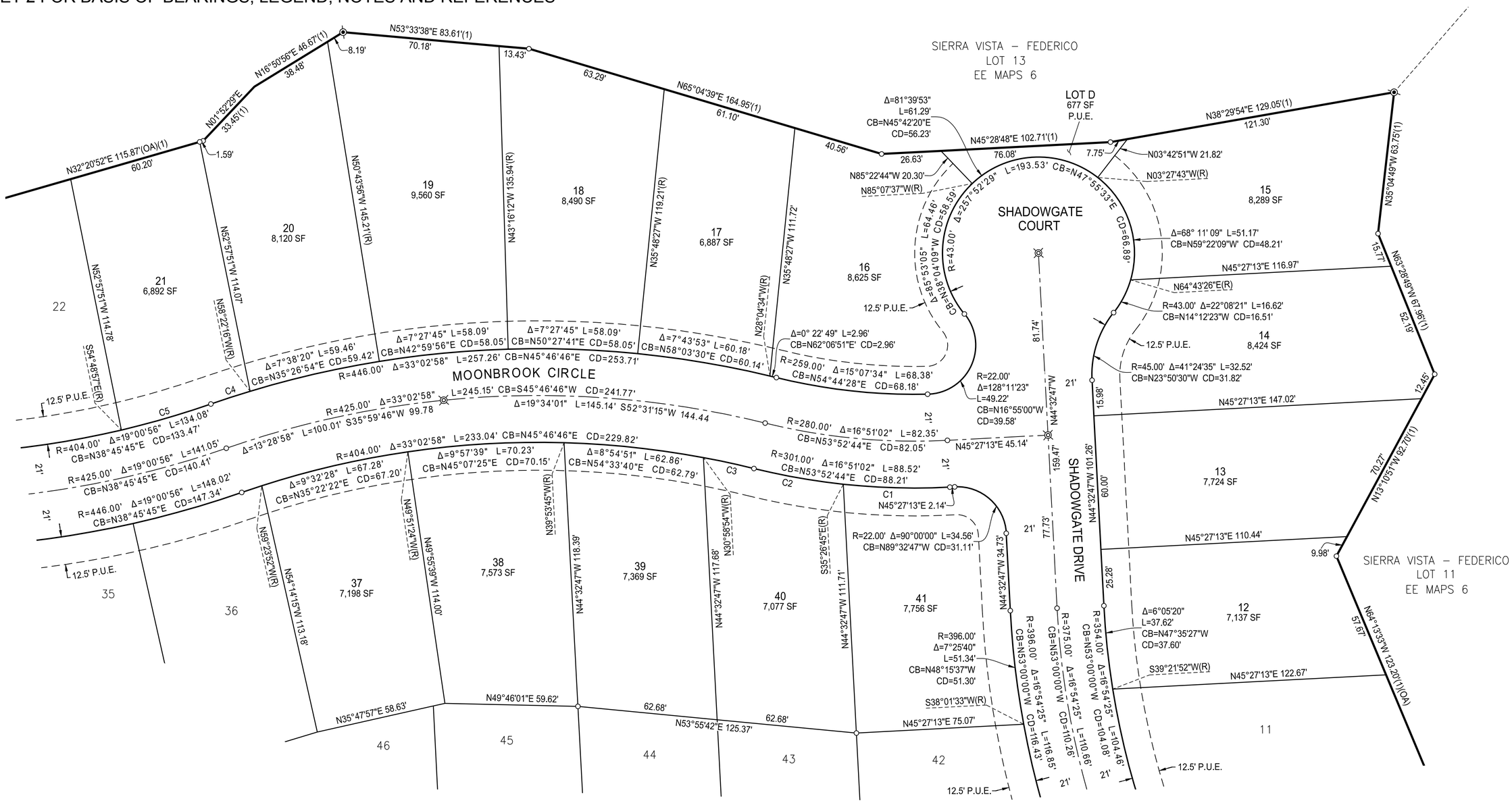
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

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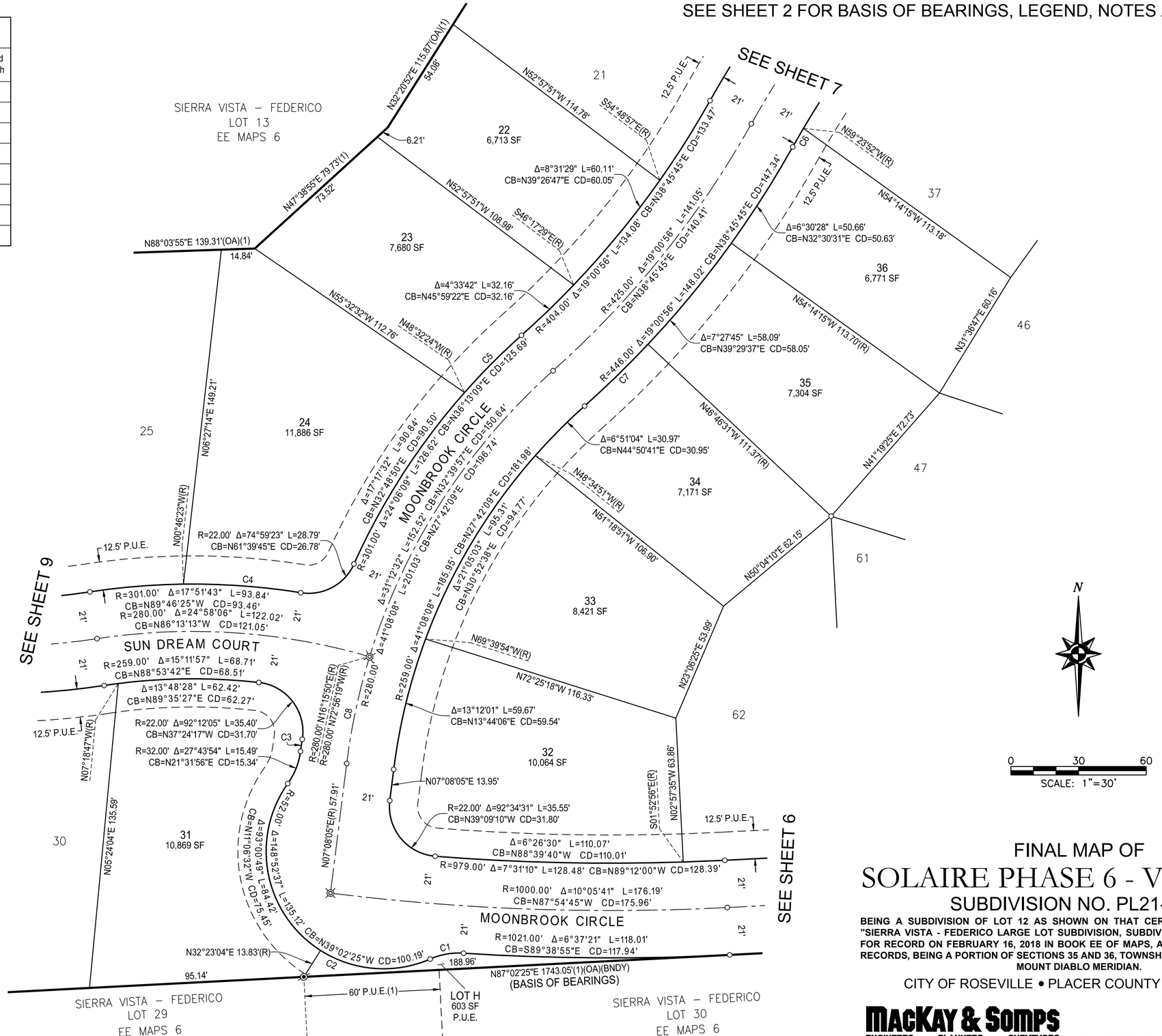
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

SEE SHEET 8


SIERRA VISTA – FEDERICO
LOT 13
EE MAPS 6
LOT D
677 SF
P.U.E.
SHADOWGATE COURT
SHADOWGATE DRIVE
MOONBROOK CIRCLE
SIERRA VISTA – FEDERICO
LOT 11
EE MAPS 6
N32°20'52"E 115.87'(OA)(1)
60.20'
N01°52'29"E
33.45'(1)
N16°50'56"E 46.67'(1)
38.48'
1.59'
8.19'
N53°33'38"E 83.61'(1)
70.18'
13.43'
63.29'
N65°04'39"E 164.95'(1)
61.10'
40.56'
N45°28'48"E 102.71'(1)
26.63'
76.08'
7.75'
N38°29'54"E 129.05'(1)
121.30'
N03°42'51"W 21.82'
N03°27'43"W(R)
N85°22'44"W 20.30'
N85°07'37"W(R)
Δ=81°39'53"
L=61.29'
CB=N45°42'20"E
CD=56.23'
L=193.53' CB=N47°55'33"E CD=69.89'
Δ=25°52'29"
R=43.00'
Δ=38°04'09"W CD=58.59'
L=64.46'
Δ=59°53'05"
CB=N38°04'09"W CD=61.58'
Δ=68° 11' 09" L=51.17'
CB=N59°22'09"W CD=48.21'
N45°27'13"E 116.97'
N64°43'26"E(R)
R=43.00' Δ=22°08'21" L=16.62'
CB=N14°12'23"W CD=16.51'
R=45.00' Δ=41°24'35" L=32.52'
CB=N23°50'30"W CD=31.82'
N45°27'13"E 147.02'
N35°04'49"W 63.75'(1)
15.77'
N63°28'49"W 67.96'(1)
52.19'
12.45'
70.27'
N13°10'51"W 92.70'(1)
N45°27'13"E 110.44'
9.98'
N64°13'33"W 123.20'(1)(OA)
51.67'
12.5' P.U.E.
Δ=0° 22' 49" L=2.96'
CB=N62°06'51"E CD=2.96'
R=259.00' Δ=15°07'34" L=68.38'
CB=N54°44'28"E CD=68.18'
R=22.00'
Δ=128°11'23"
L=49.22'
CB=N16°55'00"W
CD=39.58'
81.74'
N44°32'47"W
21'
15.98'
159.47'
60.00'
N44°32'47"W 101.26'
77.73'
N44°32'47"W 34.73'
25.28'
N28°04'34"W(R)
N35°48'27"W 111.72'
N43°16'12"W 135.94'(R)
N35°48'27"W 119.21'(R)
N50°43'56"W 145.21'(R)
N52°57'51"W 114.07'
N52°57'51"W 114.78'
N58°22'16"W(R)
S54°48'57"E(R)
Δ=7°38'20" L=59.46'
CB=N35°26'54"E CD=59.42'
Δ=7°27'45" L=58.09'
CB=N42°59'56"E CD=58.05'
Δ=7°27'45" L=58.09'
CB=N50°27'41"E CD=58.05'
Δ=7°43'53" L=60.18'
CB=N58°03'30"E CD=60.14'
R=446.00' Δ=33°02'58" L=257.26' CB=N45°46'46"E CD=253.71'
R=425.00' Δ=33°02'58" L=245.15' CB=S45°46'46"W CD=241.77'
Δ=19°34'01" L=145.14' S52°31'15"W 144.44
R=280.00' Δ=16°51'02" L=82.35'
CB=N53°52'44"E CD=82.05'
N45°27'13"E 45.14'
R=404.00' Δ=19°00'56" L=134.08'
CB=N38°45'45"E CD=133.47'
R=425.00' Δ=19°00'56" L=141.05'
CB=N38°45'45"E CD=140.41'
R=446.00' Δ=19°00'56" L=148.02'
CB=N38°45'45"E CD=147.34'
Δ=13°28'58" L=100.01' S35°59'46"W 99.78
R=404.00' Δ=33°02'58" L=233.04' CB=N45°46'46"E CD=229.82'
Δ=9°32'28" L=67.28'
CB=N35°22'22"E CD=67.20'
Δ=9°57'39" L=70.23'
CB=N45°07'25"E CD=70.15'
Δ=8°54'51" L=62.86'
CB=N54°33'40"E CD=62.79'
R=301.00' Δ=16°51'02" L=88.52'
CB=N53°52'44"E CD=88.21'
C1
N45°27'13"E 2.14'
R=22.00' Δ=90°00'00" L=34.56'
CB=N89°32'47"W CD=31.11'
N59°23'52"W(R)
N54°14'15"W 113.18'
N49°15'24"W(R)
N49°55'39"W 114.00'
N39°53'45"W(R)
N44°32'47"W 118.39'
N30°58'54"W(R)
N44°32'47"W 117.68'
S35°26'45"E(R)
N44°32'47"W 111.71'
R=396.00'
Δ=7°25'40"
L=51.34'
CB=N48°15'37"W
CD=51.30'
S38°01'33"W(R)
N45°27'13"E 75.07'
R=396.00' Δ=16°54'25" L=116.85'
CB=N53°00'00"W CD=116.43'
R=375.00' Δ=16°54'25" L=110.66'
CB=N53°00'00"W CD=110.26'
R=354.00' Δ=16°54'25" L=104.46'
CB=N53°00'00"W CD=104.08'
Δ=6°05'20"
L=37.62'
CB=N47°35'27"W
CD=37.60'
S39°21'52"W(R)
N45°27'13"E 122.67'
12.5' P.U.E.
21'
N54°48'57"E(R)
12.5' P.U.E.
N59°23'52"W(R)
N54°14'15"W 113.18'
N49°15'24"W(R)
N49°55'39"W 114.00'
N39°53'45"W(R)
N44°32'47"W 118.39'
N30°58'54"W(R)
N44°32'47"W 117.68'
S35°26'45"E(R)
N44°32'47"W 111.71'
N35°47'57"E 58.63'
N49°46'01"E 59.62'
62.68'
N53°55'42"E 125.37'
62.68'
N45°27'13"E 75.07'
N44°32'47"W 34.73'
12.5' P.U.E.
12.5' P.U.E.
21'
21'
21'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	32.00'	27°08'29"	15.16'	N80°05'31"E	15.02
C2	52.00'	55°51'48"	50.70'	N85°32'50"W	48.72
C3	301.00'	1°01'47"	5.41'	N08°10'52"E	5.41
C4	301.00'	9°55'50"	52.17'	N85°48'28"W	52.10
C5	301.00'	6°48'38"	35.78'	N44°51'55"E	35.76
C6	404.00'	1°20'51"	9.50'	N29°55'42"E	9.50
C7	446.00'	5°02'44"	39.28'	N45°44'51"E	39.26
C8	280.00'	9°55'36"	48.51'	N12°05'53"E	48.45



FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 5

SUBDIVISION NO. PL21-0111

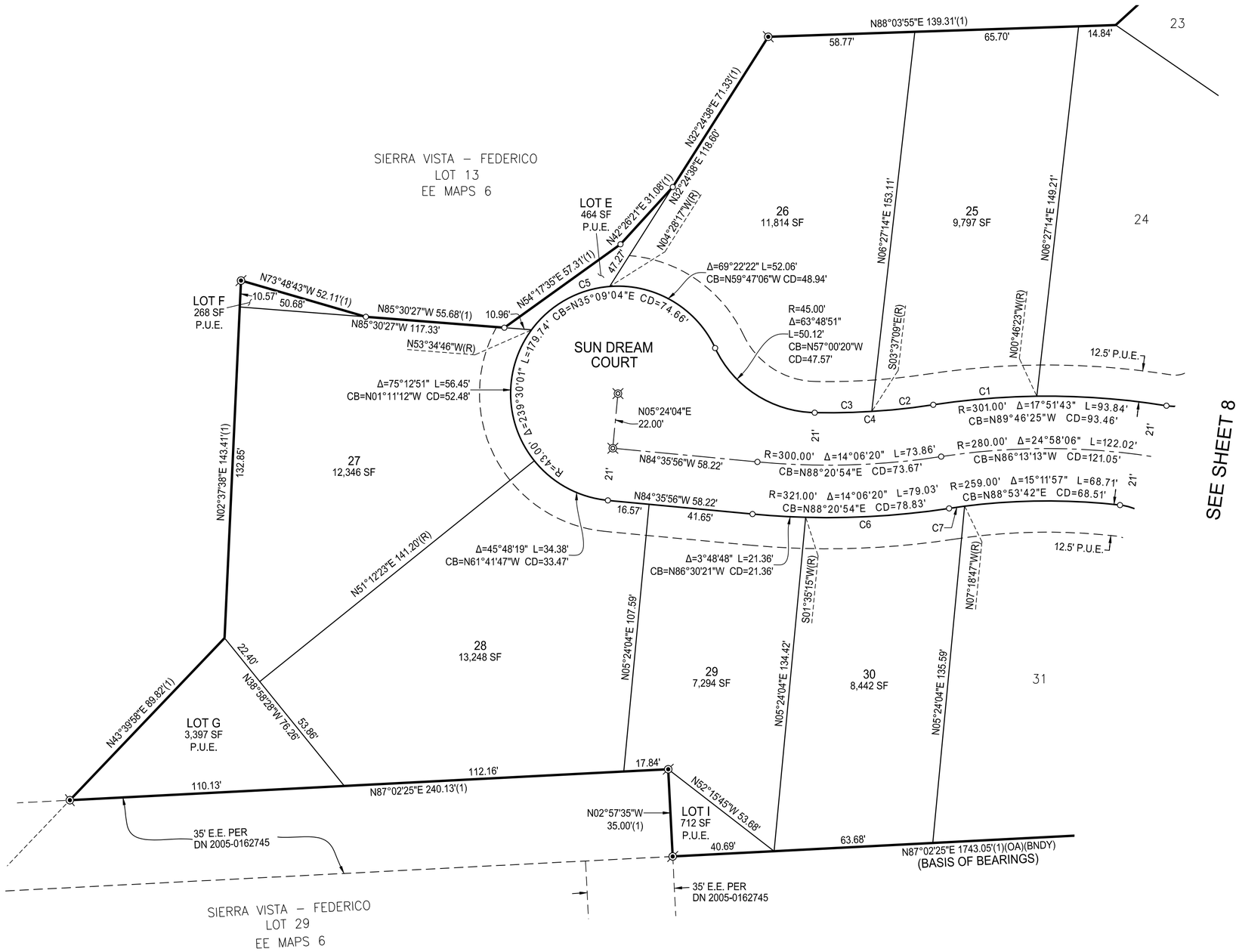
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JUNE 2022

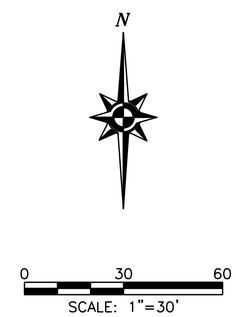
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SEE SHEET 8

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	301.00'	7°55'53"	41.67'	N85°15'40"E	41.63
C2	279.00'	5°05'08"	24.76'	N83°50'18"E	24.76
C3	279.00'	4°42'23"	22.92'	N88°44'03"E	22.91
C4	279.00'	9°47'31"	47.68'	N86°11'29"E	47.62
C5	43.00'	49°06'29"	36.86'	N60°58'28"E	35.74
C6	321.00'	10°17'32"	57.66'	N86°26'30"E	57.58
C7	259.00'	1°23'29"	6.29'	N81°59'28"E	6.29



FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 5

SUBDIVISION NO. PL21-0111

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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

RESOLUTION NO. 22-271

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Pulte Home Company, LLC, for the Solaire Phase 6 – Village 5 Subdivision, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Solaire Phase 6-Village 5 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and Pulte Home Company, LLC, a Michigan limited liability company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Solaire Phase 6 - Village 5 Subdivision" (Subdivision no. PL21-0111; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 26th day of August, 2020, 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 & Somps Civil Engineers, dated February 2022 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, 2023, 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 $ $2,231,492. 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 worked 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

Jon F. Cakus, Director of Land Development
Pulte Home Company, LLC
4511 Willow Road, Suite 8
Pleasanton CA 94588

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:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

PULTE HOME COMPANY, LLC,
a Michigan Limited Liability Company

BY:_____
Print name: JON F. CAKUS
Title: Director of Land Development

and

BY:_____
Print name:_____
Title:_____

(NOTARIZATION REQUIRED)

[L:\agreement\form agreements\subdivision agmt.docx; 2/14/2022]

APPROVED AS TO FORM:

BY:_____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

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 Alameda)

On May 23, 2022, before me, Terri Lynn Lane Llorente, notary public,
(insert name and title of the officer)

personally appeared Jon F Cakus,
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)**

TERRI LYNN LANE LLORENTE
Comm. #2345374-Mfr. #NNA1
Notary Public
CALIFORNIA
Alameda County
My Comm. Exp. Feb 5, 2025

COUNCIL COMMUNICATION

CC #: 2209
File #: 0400-04-12-1 & 0400-07

Title:	Solaire Phase 6 Village 9 - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends 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 the public easements offered thereon, and accept, subject to improvement, Lots A, B, and C and the rights of way offered thereon, and approve the abandonment of the easements 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 found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance, and all conditions of the tentative map have been met. This map will create 107 residential lots and 3 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Solaire Phase 6 - Village 9 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Solaire Phase 6 - Village 9 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Solaire Phase 6 - Village 9 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur, and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be

implemented. As such, no additional CEQA action is required at this time.

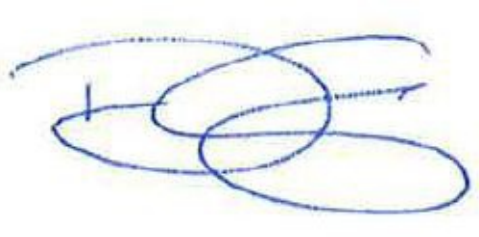
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Final Map

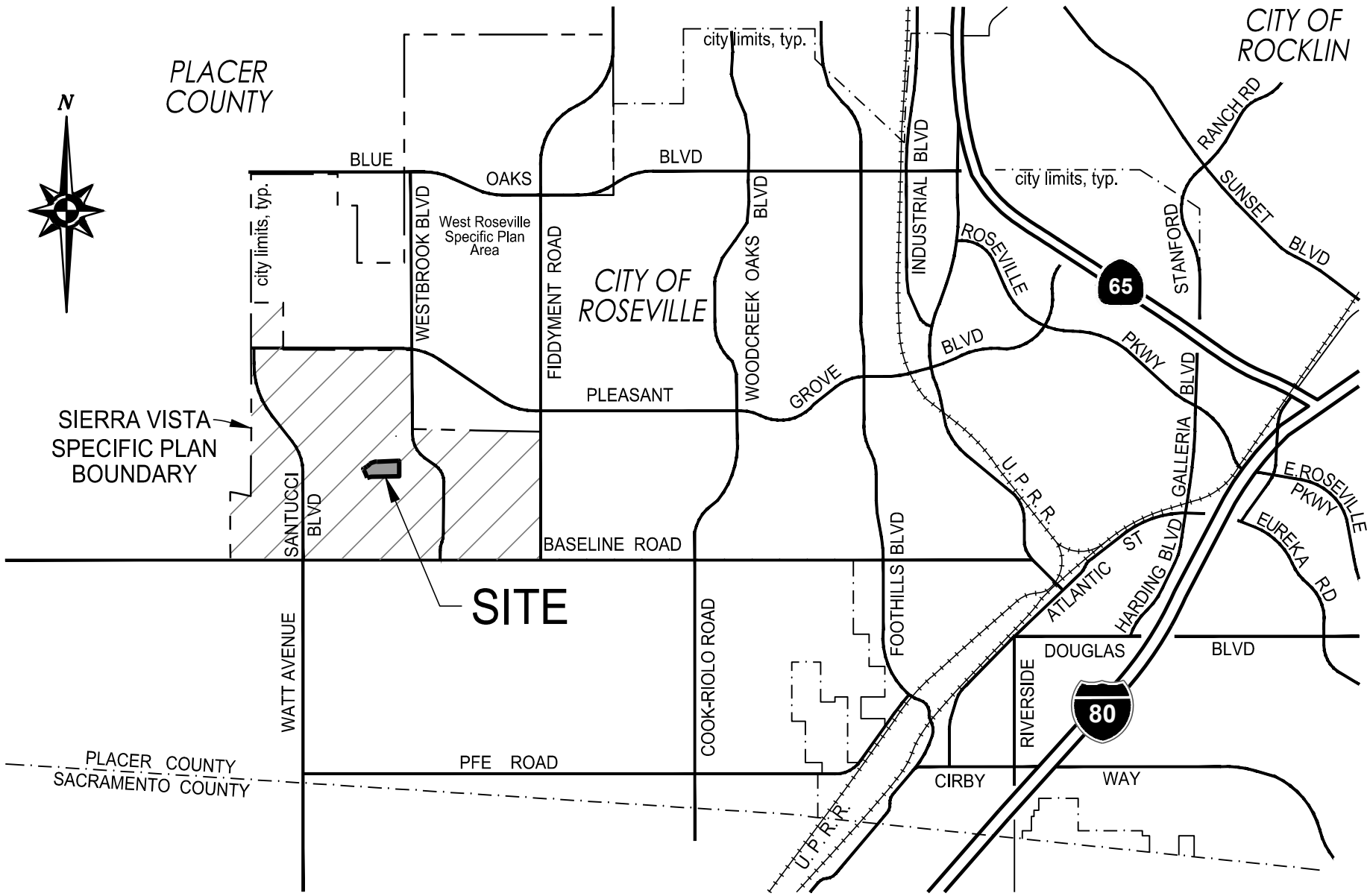
Resolution 22-272

Subdivision Agreement

SOLAIRE PHASE 6 - VILLAGE 9

VICINITY MAP

NOT TO SCALE



BOOK_____ OF MAPS, PAGE_____

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 "SOLAIRE PHASE 6 - VILLAGE 9" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

(A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE PUBLIC STREETS SHOWN HEREON AS NICOLE GEE DRIVE, MOON RIVER WAY, ASTEROID WAY, STAR MIST WAY, VISTA PARK DRIVE AND SUN PILLAR COURT, LOTS A, B, AND C AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS LOTS A, B, AND C AS SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS NICOLE GEE DRIVE, MOON RIVER WAY, ASTEROID WAY, STAR MIST WAY, VISTA PARK DRIVE AND SUN PILLAR COURT.

(B) LOTS A, B, AND C AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHT-OF-WAY.

PLUTE HOME COMPANY, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

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 _____

ON_____ BEFORE ME,_____ , A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

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 _____

ON_____ BEFORE ME,_____ , A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SOLAIRE PHASE 6 - VILLAGE 9" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WESTPARK SIERRA VISTA, LLC, IN NOVEMBER, 2017, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY:_____
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE:_____

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR.
No. 9265
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SOLAIRE PHASE 6 - VILLAGE 9" 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, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "SOLAIRE PHASE 6 - VILLAGE 9" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-23
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SOLAIRE PHASE 6 - VILLAGE 9", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, THE PUBLIC RIGHTS-OF-WAY AND LOTS A, B, AND C OFFERED HEREON FOR DEDICATION AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE EASEMENTS LISTED HEREON WITHIN NOTE 6 ON SHEET 2.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, 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.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY:_____ FEE: $ _____
DEPUTY

FINAL MAP OF
SOLAIRE PHASE 6 - VILLAGE 9
SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 27 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35 , TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2022

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

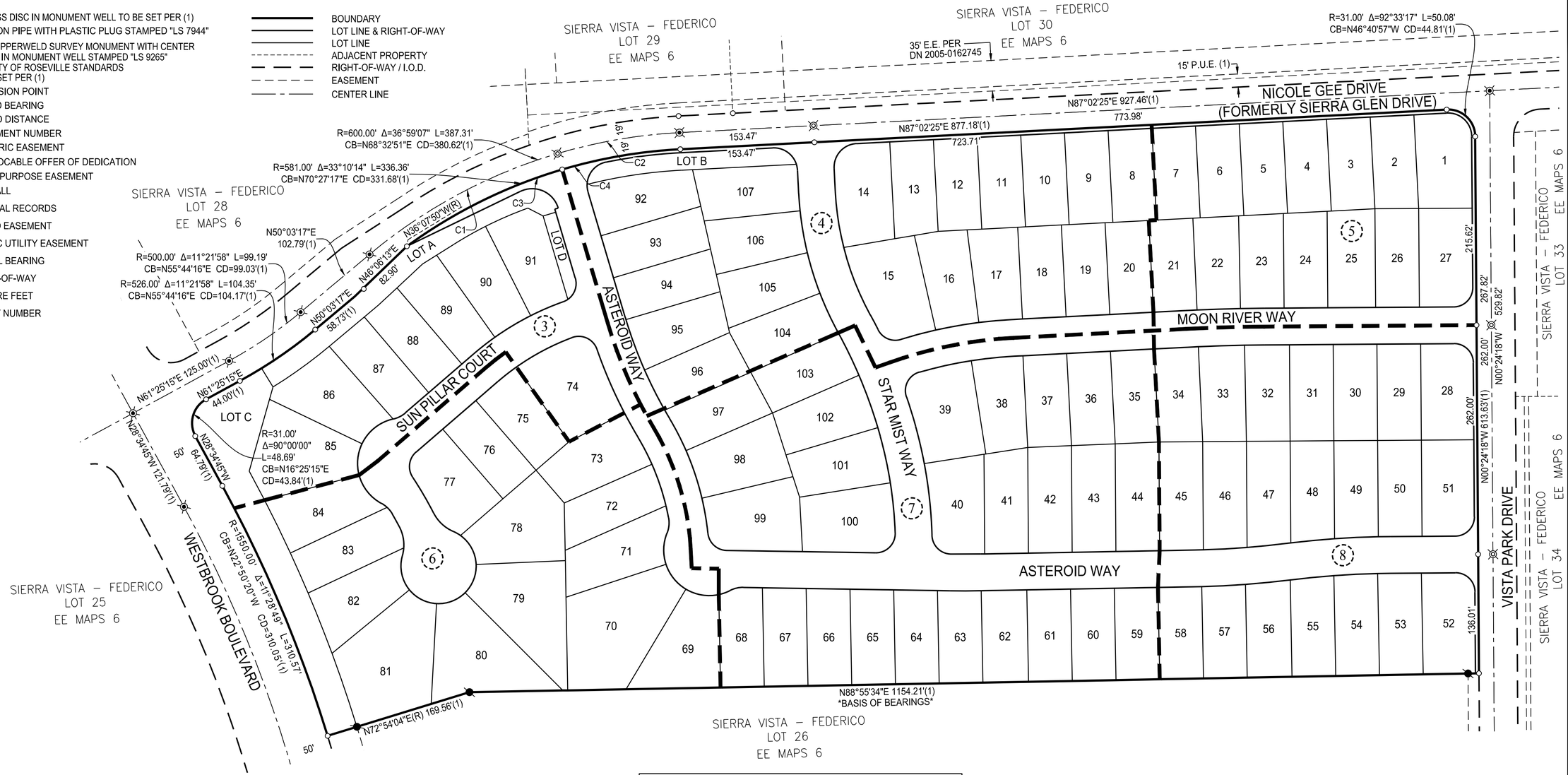
18254

BOOK_____ OF MAPS, PAGE_____

LEGEND

⊗	2" BRASS DISC IN MONUMENT WELL TO BE SET PER (1)
●	3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"
⊗	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265" PER CITY OF ROSEVILLE STANDARDS TO BE SET PER (1)
○	DIMENSION POINT
CB	CHORD BEARING
CD	CHORD DISTANCE
D.N.	DOCUMENT NUMBER
E.E.	ELECTRIC EASEMENT
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
M.P.E.	MULTI-PURPOSE EASEMENT
(OA)	OVERALL
O.R.	OFFICIAL RECORDS
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
(X)	SHEET NUMBER

———	BOUNDARY
———	LOT LINE & RIGHT-OF-WAY
———	LOT LINE
·····	ADJACENT PROPERTY
— — —	RIGHT-OF-WAY / I.O.D.
— — —	EASEMENT
—·—	CENTER LINE



NOTES:

1. TOTAL AREA OF THIS SUBDIVISION IS 19.234± ACRES, GROSS, CONSISTING OF 107 RESIDENTIAL LOTS AND 3 LANDSCAPE LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
3. ALL FRONT LOT CORNERS ARE MARKED BY A 1" BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK OR CONCRETE GUTTER ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY CORNER (R/W).
4. ALL REAR CORNERS AND ANGLE POINTS, UNLESS SHOWN OTHERWISE, ARE MARKED BY A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265". WHERE REAR CORNERS FALL IN A MASONRY WALL OR FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE WITH A 4.00' OFFSET TO THE REAR CORNER OR, WHERE AN OFFSET MONUMENT CANNOT BE SET, A 3/4" BRASS TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FEET ABOVE GROUND OR ON TOP OF THE WALL.
5. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. DATED FEBRUARY, 2017; PROJECT NUMBER E 16372.00 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-870.
6. PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS NOT SHOWN HEREON THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   A. THOSE PORTIONS OF THE PUBLIC UTILITY EASEMENT (P.U.E.) LYING WITHIN LOT 27 AS SHOWN IN THAT CERTAIN MAP ENTITLED " FINAL MAP OF SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS.
   B. THOSE PORTIONS OF THE PASEO EASEMENT (P.E.) LYING WITHIN LOT 27 AS SHOWN IN THAT CERTAIN MAP ENTITLED " FINAL MAP OF SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS.
7. THIS PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND COVENANTS OF A RECIPROCAL EASEMENT AGREEMENT FOR TEMPORARY ACCESS AND TEMPORARY CONSTRUCTION PURPOSES RECORDED ON JUNE 6, 2017 AS DOC. NO. 2017-0041424. SAID EASEMENT, NOT SHOWN HEREON, LIES ENTIRELY WITHIN LOT C.

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	600.00'	23°26'51"	245.54'	S61°46'43"W	243.83'
C2	600.00'	13°32'16"	141.77'	S80°16'16"W	141.44'
C3	581.00'	19°37'58"	199.08'	S63°41'09"W	198.11'
C4	581.00'	13°32'16"	137.28'	S80°16'16"W	136.96'

REFERENCES:

(1) EE MAPS 6

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS N88°55'34"E, AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LOT 27 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO, LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS.

N

0 40 80 160

SCALE: 1"=80'

FINAL MAP OF
SOLAIRE PHASE 6 - VILLAGE 9
SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 27 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35 , TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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JUNE 2022

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BOOK_____ OF MAPS, PAGE_____

N

0 30 60
SCALE: 1"=30'

SIERRA VISTA – FEDERICO
LOT 28
EE MAPS 6

NICOLE GEE DRIVE
(FORMERLY SIERRA GLEN DRIVE)

WESTBROOK BOULEVARD

SUN PILLAR COURT

ASTEROID WAY

LOT A
9,391 SF
P.U.E./P.E.

LOT C
18,330 SF
P.U.E./P.E.

LOT D
1,407 SF
P.U.E./P.E.

74 8,425 SF
75 8,425 SF
76 8,425 SF
77 8,425 SF
84
85 9,147 SF
86 7,565 SF
87 5,834 SF
88 5,683 SF
89 6,204 SF
90 6,446 SF
91 6,378 SF
92
93
94
95
96
73

SEE SHEET 4

SEE SHEET 6

SIERRA VISTA – FEDERICO
LOT 25
EE MAPS 6

Line Table		
Line #	Bearing	Length
L1	N73°30'08"E	15.00'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	31.00'	99°18'47"	53.73'	N66°09'15"W	47.25'
C2	22.00'	86°55'48"	33.38'	N26°58'03"E	30.27'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 9

SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 27 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35 , TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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18254

BOOK_____OF MAPS, PAGE_____

SIERRA VISTA – FEDERICO
LOT 29
EE MAPS 6

SIERRA VISTA – FEDERICO
LOT 30
EE MAPS 6

35' E.E. PER DN 2005-0162745

60' M.P.E. & P.U.E. (1)

15' P.U.E. (1)

NICOLE GEE DRIVE
(FORMERLY SIERRA GLEN DRIVE)

R=600.00' Δ=36°59'07" L=387.31'
CB=N68°32'51"E CD=380.62'(1)(OA)
Δ=13°32'16" L=141.77' CB=N80°16'16"E CD=141.44'
N16°29'52"W(R) 19.00'
R=581.00' Δ=33°10'14" L=336.36' CB=N70°27'17"E CD=331.68'(1)(OA)

R=27.00' Δ=90°00'00" L=42.41'
CB=N47°57'35"W CD=38.18'
N87°02'25"E 927.46'(1)(OA)
153.47' 773.98'
N02°57'35"W 19.00'
N87°02'25"E 877.18'(1)(OA)
153.47' 723.71'
N87°02'25"E 675.71'(OA)

R=577.00' Δ=8°31'52" L=85.91'
CB=N82°46'29"E CD=85.83'
R=557.00' Δ=11°13'51" L=109.18'
CB=N81°25'29"E CD=109.01'
N87°02'25"E 105.47'
N87°02'25"E 131.55'
118.85'
12.69'

LOT B
4,575 SF
P.U.E./P.E.

Δ=74°58'26" L=35.33'
CB=N55°28'22"W CD=32.86'
N72°00'51"E(R)
Δ=15°01'34" L=7.08'
CB=N10°28'22"W CD=7.06'

R=27' : N87°49'08"W(R)
R=557': N14°11'26"W(R)
Δ=18°40'43" L=8.80'
CB=N07°09'30"W CD=8.76'

Δ=3°03'36"
L=19.81'
CB=N04°29'23"W
CD=19.81'

N02°57'35"W 57.62'
N02°57'35"W 26.62'
12.5' P.U.E.

R=27.00'
Δ=90°00'00"
L=42.41'
CB=N42°02'25"E
CD=38.18'

N02°57'35"W 110.86'
N02°57'35"W 105.00'
N02°57'35"W 105.00'
N02°57'35"W 105.00'
N02°57'35"W 105.00'
N02°57'35"W 105.00'
N02°57'35"W 105.00'

12.5' P.U.E.

107
6,480 SF

14
7,161 SF

13
5,397 SF

12
5,250 SF

11
5,250 SF

10
5,250 SF

9
5,250 SF

8
5,250 SF

7

SEE SHEET 5

92
6,520 SF

N73°30'08"E 118.96'
N83°58'49"E(R) 110.18'

R=371.00' Δ=25°46'10" L=166.86' CB=N15°50'40"W CD=165.46'
R=350.00' Δ=25°46'10" L=157.42' CB=N15°50'40"W CD=156.09'

STAR MIST WAY

R=329.00' Δ=25°46'10" L=147.97' CB=N15°50'40"W CD=146.73'

Δ=11°14'20" L=64.54'
CB=N08°34'45"W CD=64.43'

N80°21'11"E 109.44'
50.34'
27.50'
33.19'
57.88'
59.09'
81.93'
S75°48'05"W(R)

N87°02'25"E 500.00'(OA)

93
5,867 SF

106
5,998 SF

Δ=7°30'05"
L=48.57'
CB=N09°46'13"W
CD=48.54'

15
8,312 SF

R=596.00'
Δ=1°48'25"
L=18.80'
CB=N27°49'33"W
CD=18.80'
R=22.00'
Δ=80°18'57"
L=30.84'
CB=N67°04'48"W
CD=28.38'
Δ=4°31'59"
L=41.22'
CB=N75°01'43"E
CD=41.21'

N12°42'18"W(R) 110.92'

16
6,035 SF

N07°12'15"W(R) 106.72'

17
5,687 SF

18
5,250 SF

19
5,250 SF

20
5,250 SF

21

Δ=5°30'03"
L=50.02'
CB=N80°02'44"E
CD=50.00'

Δ=4°14'40"
L=38.59'
CB=N84°55'05"E
CD=38.59'

11.42'
12.5' P.U.E.
N87°02'25"E 198.14'(OA)

R=521.00' Δ=14°16'42" L=129.83'
CB=N79°54'04"E CD=129.50'

R=575.00' Δ=5°30'54" L=55.35'
CB=N25°58'19"W CD=55.32'

N87°02'25"E 198.14'(OA)

MOON RIVER WAY

R=500.00' Δ=16°33'39" L=144.52' CB=N78°45'35"E CD=144.02'

N70°28'46"E 17.42'
N66°47'08"E(R)

SEE SHEET 7

SEE SHEET 3

LOT A

91

ASTEROID WAY

165.81'
N16°29'52"W 182.74'
N16°29'52"W 149.64'
50.00'
12.5' P.U.E.
52.18'
42.92'
60.19'
50.10'
47.46'
63.03'
47.94'
191.06'
62.82'

N73°30'08"E 115.73'
N76°28'44"E(R) 106.85'
N73°30'08"E 112.49'
S73°12'50"W(R)

94
5,706 SF

95
5,984 SF

105
6,048 SF

Δ=7°30'05"
L=48.57'
CB=N17°16'18"W
CD=48.54'

Δ=0°17'18" L=2.54'
CB=N16°38'31"W CD=2.54'

Δ=7°42'25" L=49.90'
CB=N24°52'33"W CD=49.87'

5.02'

N68°58'40"E(R) 111.78'

N66°13'38"E(R) 106.20'

Δ=6°59'12" L=61.46'
CB=N20°16'46"W CD=61.42'
R=504.00' Δ=14°23'38" L=126.61'
CB=N23°41'40"W CD=126.28'

N28°11'02"W 104.13'(OA)
51.39'

104
5,918 SF

Δ=0°05'53" L=0.95'
CB=N28°40'49"W CD=0.95'

R=554.00' Δ=13°12'20" L=127.69'
CB=N22°07'35"W CD=127.40'(OA)

N66°13'38"E 109.69'
N61°22'08"E(R)

103

96
5,498 SF

Δ=5°50'06"
L=51.33'
CB=N26°41'25"W
CD=51.31'

S60°23'32"W(R)
N66°13'38"E 107.54'

97

74

73

SEE SHEET 7

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	581.00'	13°32'16"	137.28'	N80°16'16"E	136.96'
C2	27.00'	95°00'24"	44.77'	N31°00'20"E	39.82'
C3	27.00'	76°19'41"	35.97'	N40°20'42"E	33.37'

N

0 30 60
SCALE: 1"=30'

FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 9

SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 27 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35 , TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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JUNE 2022

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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

18254

BOOK_____OF MAPS, PAGE_____

N

0 30 60

SCALE: 1"=30'

SIERRA VISTA – FEDERICO
LOT 30
EE MAPS 6

NICOLE GEE DRIVE
(FORMERLY SIERRA GLEN DRIVE)

N87°02'25"E 927.46'(1)(OA)
773.98'
N87°02'25"E 675.71'(OA)
N87°02'25"E 877.18'(1)(OA)
723.71'
19'
23'
37.71'
R=31.00'
Δ=92°33'17"
L=50.08'
CB=N46°40'57"W
CD=44.81'
R=27.00'
Δ=92°33'17"
L=43.62'
CB=N46°40'57"W
CD=39.03'
12.5' P.U.E.
21'
27'
50.00'
50.00'
50.00'
50.00'
50.00'
50.00'
N02°57'35"W 105.00'
N02°57'35"W 107.23'
7
5,250 SF
6
5,250 SF
5
5,250 SF
4
5,250 SF
3
5,250 SF
2
5,306 SF
1
6,724 SF
8
81.83'
N00°24'18"W
172.62'
N87°02'25"E
500.00'(OA)
N89°35'42"E
111.14'
50.00'
50.00'
50.00'
50.00'
50.00'
50.59'
52.23'
51.28'
50.05'
54.78'
50.05'
61.09'
SEE SHEET 4
N02°57'35"W 105.00'
N02°35'10"W(R) 105.05'
N01°10'44"W(R) 106.03'
N00°24'18"W 108.12'
N00°24'18"W 110.35'
N00°24'18"W 112.79'
N00°24'18"W 112.79'
N00°24'18"W 112.79'
N00°24'18"W 613.63'(1)(OA)
N00°24'18"W 529.82'(OA)
267.82'
90.79'
21
20
22
5,369 SF
23
5,406 SF
24
5,462 SF
25
6,106 SF
26
5,645 SF
27
6,787 SF
Δ=0°22'25"
L=13.18'
CB=N87°13'37"E
CD=13.18'
Δ=1°24'26"
L=49.63'
CB=N88°07'03"E
CD=49.63'
Δ=0°46'26"
L=27.30'
CB=N89°12'29"E
CD=27.30'
R=22.00'
Δ=90°00'00"
L=34.56'
CB=N44°35'42"E
CD=31.11'
12.5' P.U.E.
21'
27'
36.72'
22.50'
50.00'
54.73'
50.05'
39.09'
N87°02'25"E 198.14'(OA)
R=2021.00' Δ=2°33'17" L=90.11'
CB=N88°19'03"E CD=90.11'
N89°35'42"E 216.37'
215.62'
MOON RIVER WAY
N89°35'42"E
17.00'
21'
N89°35'42"E 242.37'
N87°02'25"E 198.14'(OA)
R=2000.00' Δ=2°33'17" L=89.18'
CB=N88°19'03"E CD=89.17'
21'
21'
VISTA PARK DRIVE
34
33
32
31
30
29
28
SEE SHEET 8

SIERRA VISTA – FEDERICO
LOT 33
EE MAPS 6

25' P.U.E. (1)

FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 9

SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 27 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35 , TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

18254

BOOK_____OF MAPS, PAGE_____

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	32.00'	31°22'02"	17.52'	N45°52'41"W	17.30'

SCALE: 1"=30'

FINAL MAP OF
SOLAIRE PHASE 6 - VILLAGE 9
SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 27 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35 , TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SHEET 6 OF 8

18254

SEE SHEET 3

SUN PILLAR COURT

ASTEROID WAY

SEE SHEET 7

WESTBROOK BOULEVARD

LOT C
18,330 SF
P.U.E./P.E.

SIERRA VISTA – FEDERICO
LOT 26
EE MAPS 6

SHEET 6 OF 8

BOOK____OF MAPS, PAGE____

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

SEE SHEET 4

SEE SHEET 3

SEE SHEET 6

SEE SHEET 8

MOON RIVER WAY

ASTEROID WAY

STAR MIST WAY

N

0 30 60

SCALE: 1"=30'

FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 9

SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 27 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35 , TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SIERRA VISTA – FEDERICO
LOT 26
EE MAPS 6

SHEET 7 OF 8

BOOK_____OF MAPS, PAGE_____

SEE SHEET 5

SEE SHEET 7

MOON RIVER WAY

ASTEROID WAY

VISTA PARK DRIVE

SIERRA VISTA – FEDERICO
LOT 33
EE MAPS 6

SIERRA VISTA – FEDERICO
LOT 34
EE MAPS 6

SIERRA VISTA – FEDERICO
LOT 26
EE MAPS 6

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES

SCALE: 1"=30'

FINAL MAP OF

SOLAIRE PHASE 6 - VILLAGE 9

SUBDIVISION NO. PL21-0111

BEING A SUBDIVISION OF LOT 27 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 35 , TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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RESOLUTION NO. 22-272

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Pulte Home Company, LLC, for the Solaire Phase 6 – Village 9 Subdivision, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Solaire Phase 6 - Village 9 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and Pulte Home Company, LLC, a Michigan limited liability company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Solaire Phase 6 - Village 9 Subdivision" (Subdivision no. PL21-0111; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 26th day of August, 2020, 20__, 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 & Somps Civil Engineers, dated January 2022 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, 2023, 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 $$2,063,035. 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 worked 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

Jon F. Cakus, Director of Land Development
Pulte Home Company, LLC
4511 Willow Road, Suite 8
Pleasanton CA 94588

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:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

PULTE HOME COMPANY, LLC,
a Michigan Limited Liability Company

BY:_____
Print name: JON F. CAKUS
Title: Director of Land Development

and

BY:_____
Print name:_____
Title:_____

(NOTARIZATION REQUIRED)

[L:\agreement\form agreements\subdivision agmt.docx; 2/14/2022]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

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 Alameda)

On May 23, 2022, before me, Terri Lynn Lane Llorente, notary public,
(insert name and title of the officer)

personally appeared Jon F Cakus,
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)**

TERRI LYNN LANE LLORENTE Comm. #2345374-Mfr. #NNA1 Notary Public CALIFORNIA Alameda County My Comm. Exp. Feb 5, 2025

TERRI LYNN LANE LLORENTE Comm. #2345374-Mfr. #NNA1 Notary Public CALIFORNIA Alameda County My Comm. Exp. Feb 5, 2025

COUNCIL COMMUNICATION

CC #: 2206
File #: 0400-04-09-1 & 0400-07

Title:	Fiddyment Ranch - Phase 3 Village F-6A1 - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends 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 the public utility easements offered thereon, and accept, subject to improvement, Lots A, B C, D and E and the rights of way offered thereon, and approve the abandonment of the rights of way and easements listed thereon; and
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 found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 92 residential lots and 5 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Fiddyment Ranch - Phase 3 Village F-6A1 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Fiddyment Ranch - Phase 3 Village F-6A1 final map was accomplished with the preparation of the West Roseville Specific Plan EIR (SCH#2002082057) that was certified by the City of Roseville on February 4, 2004. Because the Fiddyment Ranch - Phase 3 Village F-6A1 final map is consistent with project evaluated in the West Roseville Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Final Map

Resolution 22-269

Subdivision Agreement

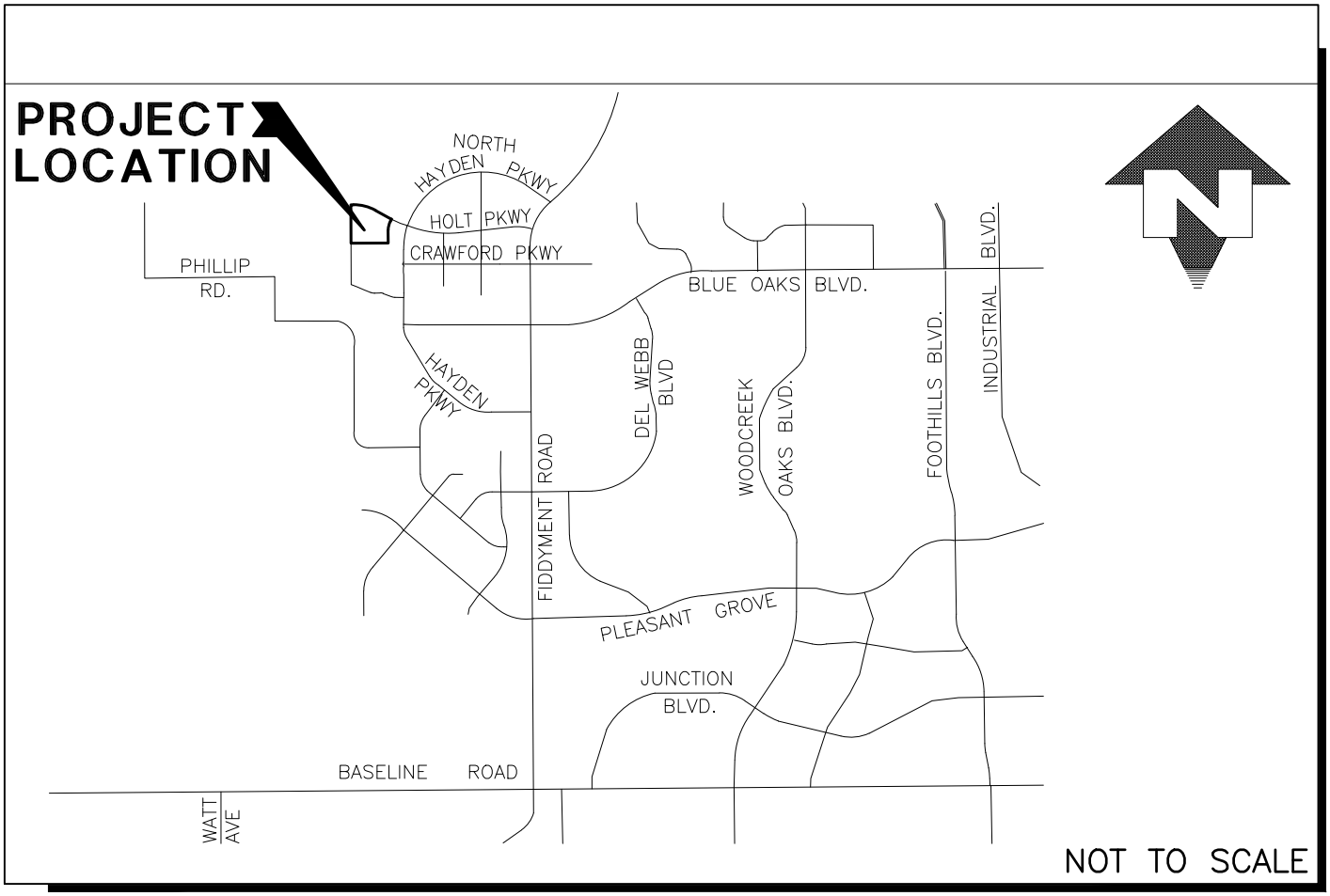
VICINITY MAP

FIDDYMENT RANCH

VILLAGE F-6A1

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE, 2022



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

J:\1000-s\1027-Fiddyment Ranch\Phase3\F-6\F-6A1\Geomatics\exhibits\FR-F6A1-VICINITY MAP.dwg 6/21/2022 7:45 AM Stuart VonLewis

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 3 – VILLAGE F–6A1" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE 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 INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, AND E, STREETS SHOWN HEREON AS BREA WAY, BREA COURT, CAMARILLO DRIVE, EL CERRITO WAY, HEMET WAY AND RIALTO DRIVE AND THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE–HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE COURT, DRIVES, AND WAYS SHOWN HEREON AND DESIGNATED "10' PUE" AND "12.5' PUE".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

A. AS PUBLIC RIGHTS–OF–WAY (INCLUDING THE IMPROVEMENTS THEREON), THE COURT, DRIVES, WAYS AND PARKWAY SHOWN HEREON AS BREA WAY, BREA COURT, CAMARILLO DRIVE, EL CERRITO WAY, HEMET WAY, RIALTO DRIVE AND HOLT PARKWAY.

B. FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS–OF–WAY THE LOTS SHOWN HEREON AS LOTS A, B, C, D, AND E.

JEN CALIFORNIA 15 LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
CLIFTON TAYLOR

ITS: 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 Placer) SS

ON 20 DAY OF May, 2022 BEFORE ME, Sharon Buckenmeyer, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Clifton Taylor 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: Sharon Buckenmeyer

PRINTED NAME: Sharon Buckenmeyer

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: Placer

MY COMMISSION EXPIRES: Nov. 10, 2025

MY COMMISSION No.: 2382432

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A1

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469
BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

MAY 2022

Sheet 1 of 7

1027.187

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F–6A1 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.

_____ _____
MARC STOUT DATE
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2022

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F–6A1 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____
TIMOTHY G. BLAIR, P.L.S. 8278

_____
DATE

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
EXP. 12/31/23
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F–6A1 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, & E AND THE RIGHTS–OF–WAY OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION FOR RIGHTS–OF–WAY AND PUBLIC UTILITY EASEMENTS, IN NOTE 7 ON SHEET 2.

_____ _____
DATE CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC

FEE: $ _____ DOCUMENT NO.: _____

BY: _____ BY: _____
RYAN RONCO DEPUTY RECORDER
COUNTY RECORDER
COUNTY OF PLACER
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F–6A1 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 JEN CALIFORNIA 15 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN JANUARY 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY APRIL 30, 2024 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR
DENNIS L. BARBER
No. 8067
STATE OF CALIFORNIA

DENNIS L. BARBER
P.L.S. 8067

5/10/22
DATE

OVERALL BOUNDARY SHEET

REFERENCES:

(1) FF MAPS 75 FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-6 LARGE LOT SUBDIVISION
(2) FF MAPS 31 FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE 10 PHASE 1
(3) FF MAPS 79 FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE 10 PHASE 2

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF LOT 1 AS SAID LOT IS SHOWN ON THE FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-6 LARGE LOT SUBDIVISION. FILED FOR RECORD IN BOOK FF OF MAPS, AT PAGE 75, PLACER COUNTY RECORDS, SAID LINE IS TAKEN TO BEAR NORTH 00°13'02" WEST. DISTANCES SHOWN HEREON ARE GROUND BASED.



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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 3 – VILLAGE F-6A1" SUBDIVISION IS 20.413± ACRES, CONSISTING OF 92 RESIDENTIAL LOTS AND 5 LANDSCAPE LOTS.
5. A GEOTECHNICAL ENGINEERING REPORT TITLED "FIDDYMENT RANCH PHASE-3" WAS PREPARED BY MID PACIFIC ENGINEERING, INC., MPE NO. 02525-33, DATED SEPTEMBER 9, 2019. A COPY OF THIS REPORT IS ON FILE FOR PUBLIC INSPECTION AT THE PUBLIC WORKS DEPARTMENT OF THE CITY OF ROSEVILLE (FILE NUMBER 308-922).
6. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
7. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENT (PUE) NOT SHOWN HEREON IS HEREBY ABANDONED:
   - 7.1. THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 3 – VILLAGE F-6 LARGE LOT SUBDIVISION", FILED IN BOOK FF OF MAPS, AT PAGE 75, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
   - 7.2. THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 3 – VILLAGE F-6 LARGE LOT SUBDIVISION", FILED IN BOOK FF OF MAPS, AT PAGE 75, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
   - 7.3. THOSE PORTIONS OF THE PUE DESCRIBED IN THE GRANT OF EASEMENT FILED AS DOCUMENT NO. 2021-0019433, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

LEGEND

○	DIMENSION POINT		
●	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067"		
⌀	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067"		
◎	SET BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL		
◉	FOUND BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL		
✚	FOUND QUARTER CORNER AS DESCRIBED	PUE	PUBLIC UTILITY EASEMENT
(OA)	OVERALL DIMENSION	RW	RIGHT-OF-WAY
O.R.P.C.	OFFICIAL RECORDS OF PLACER COUNTY	(R)	RADIAL BEARING
IOD	IRREVOCABLE OFFER OF DEDICATION	(X)	SHEET INDEX NUMBER
(R)	RADIAL BEARING		

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3 VILLAGE F-6A1

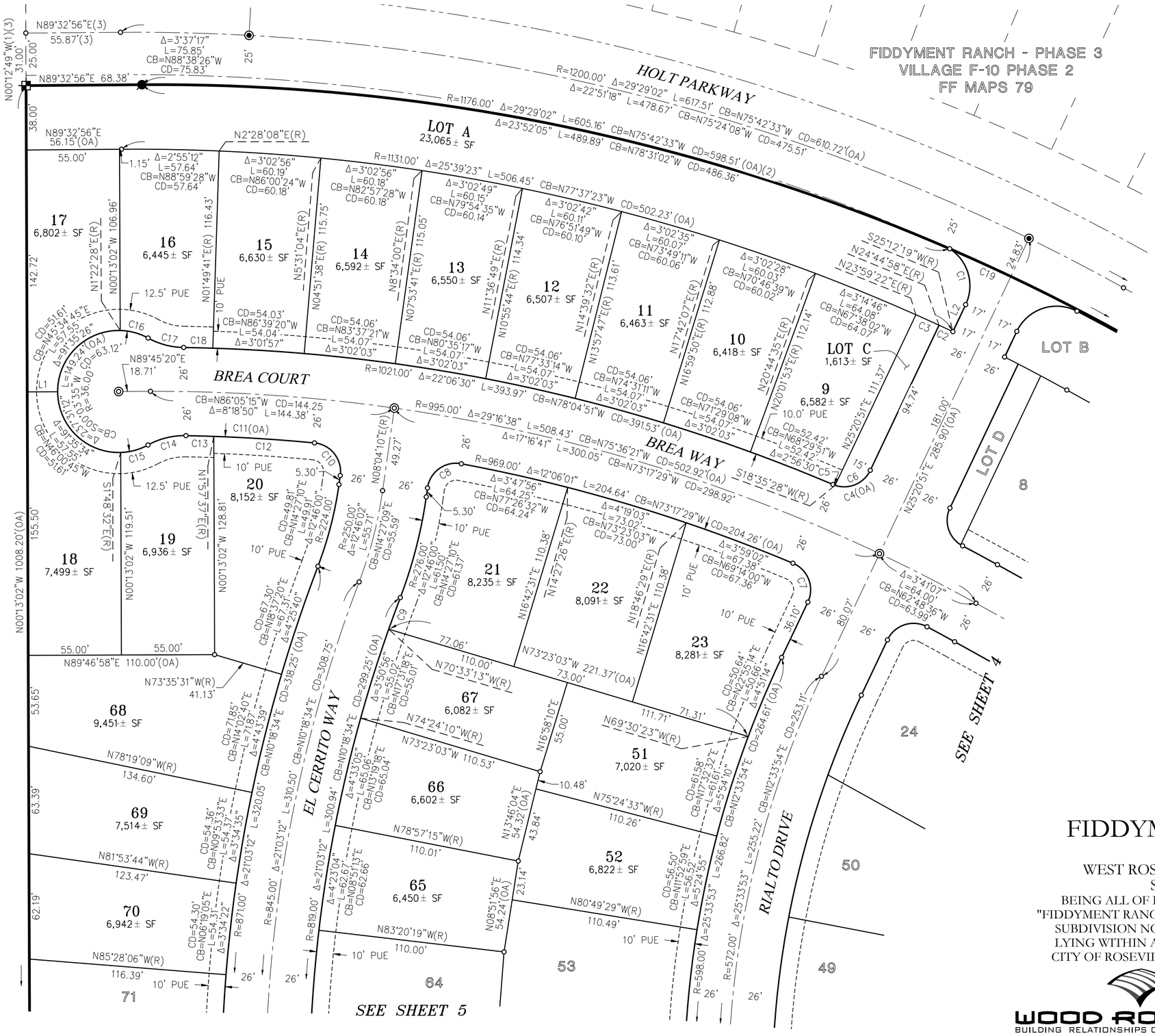
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469
BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C. LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

MAY 2022

1027.187

BOOK_____OF MAPS, PAGE_____



CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	26.00'	82°31'52"	37.45'	N15°55'05"W	34.30'
C2	1131.00'	0°27'21"	9.00'	N65°01'22"W	9.00'
C3	1131.00'	0°45'36"	15.00'	N65°37'50"W	15.00'
C4	17.00'	87°37'33"	26.00'	N69°09'37"E	23.54'
C5	17.00'	4°22'56"	1.30'	N69°13'04"W	1.30'
C6	17.00'	83°14'37"	24.70'	N66°58'10"E	22.58'
C7	17.00'	92°35'20"	27.47'	N20°56'49"W	24.58'
C8	17.00'	92°35'20"	27.47'	N54°21'50"E	24.58'
C9	819.00'	1°23'23"	19.87'	N20°08'28"E	19.87'
C10	17.00'	92°35'20"	27.47'	N38°13'30"W	24.58'
C11	969.00'	4°29'31"	75.97'	N86°45'55"W	75.95'
C12	969.00'	3°31'13"	59.54'	N86°16'46"W	59.53'
C13	969.00'	0°58'18"	16.43'	N88°31'32"W	16.43'
C14	45.00'	29°41'20"	23.32'	N76°08'39"E	23.06'
C15	36.00'	26°53'28"	16.90'	N74°44'43"E	16.74'
C16	36.00'	27°26'43"	17.24'	N74°54'10"W	17.08'
C17	45.00'	27°57'17"	21.96'	N75°09'27"W	21.74'
C18	1021.00'	0°57'47"	17.16'	N88°39'12"W	17.16'
C19	1176.00'	1°55'51"	39.63'	N65°37'04"W	39.63'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N89°47'02"E(R)	18.00'
L2	N25°20'51"E	17.64'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A1

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469

BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C. LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

MAY 2022

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Sacramento, CA 95816 Fax 916.341.7767

BOOK _____ OF MAPS, PAGE _____



CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	26.00'	92°08'41"	41.81'	N71°25'11"E	37.45'
C2	1131.00'	2°06'18"	41.55'	N62°01'11"W	41.55'
C3	1131.00'	0°53'17"	17.53'	N61°24'41"W	17.53'
C4	1131.00'	0°45'38"	15.01'	N62°14'08"W	15.01'
C5	1131.00'	0°27'22"	9.00'	N62°50'38"W	9.00'
C6	17.00'	87°37'33"	26.00'	N18°27'55"W	23.54'
C7	17.00'	83°14'37"	24.70'	N16°16'28"W	22.58'
C8	17.00'	4°22'56"	1.30'	N60°05'14"W	1.30'
C9	1021.00'	1°18'40"	23.36'	N61°37'22"W	23.36'
C10	17.00'	92°35'20"	27.47'	N71°38'31"E	24.58'
C11	969.00'	1°05'47"	18.54'	N61°30'56"W	18.54'
C12	17.00'	90°00'00"	26.70'	N15°58'02"W	24.04'
C13	325.00'	5°10'01"	29.31'	N2°21'58"E	29.30'
C14	17.00'	90°00'00"	26.70'	N74°01'58"E	24.04'
C15	17.00'	84°41'23"	25.13'	N30°07'21"W	22.90'
C16	274.00'	11°14'16"	53.74'	N66°35'10"W	53.65'
C17	17.00'	86°31'15"	25.67'	N64°32'04"E	23.30'
C18	17.00'	21°39'13"	6.42'	N83°01'54"W	6.39'
C19	17.00'	64°52'02"	19.25'	N53°42'28"E	18.23'
C20	528.00'	7°45'31"	71.50'	N25°09'12"E	71.44'
C21	538.00'	9°23'53"	88.25'	N24°20'02"E	88.15'
C22	26.00'	90°00'00"	40.84'	N15°58'02"W	36.77'
C23	500.00'	12°17'19"	107.24'	N22°53'19"E	107.03'
C24	500.00'	16°57'41"	148.02'	N8°15'49"E	147.48'
C25	1176.00'	3°41'07"	75.64'	N62°48'36"W	75.63'
C26	1176.00'	5°36'58"	115.27'	N63°46'31"W	115.22'
C27	1200.00'	29°29'02"	617.51'	N75°42'33"W	610.72'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N25°20'51"E	16.71'
L2	N29°01'58"E	14.50'
L3	N60°58'02"W	10.00'
L4	N29°01'58"E	14.50'
L5	N60°58'02"W	9.00'

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6
LOT 6
FF MAPS 75

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A1

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469
BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

MAY 2022

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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

1027.187

BOOK_____OF MAPS, PAGE_____



CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	871.00'	1°10'22"	17.83'	N0°22'09"E	17.83'
C2	52.00'	3°06'00"	2.81'	N1°46'02"W	2.81'
C3	52.00'	90°00'00"	81.68'	N45°13'02"W	73.54'
C4	52.00'	7°26'21"	6.75'	N86°29'52"W	6.75'
C5	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C6	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C7	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'

0 20 40 80

SCALE:1"= 40'

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3 VILLAGE F-6A1

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469

BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C. LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

MAY 2022

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6
LOT 2
FF MAPS 75

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	528.00'	12°26'23"	114.64'	N6°00'09"E	114.41'
C2	500.00'	16°57'41"	148.02'	N8°15'49"E	147.48'
C3	500.00'	29°15'00"	255.25'	N14°24'28"E	252.49'
C4	481.00'	29°15'00"	245.56'	N14°24'28"E	242.90'
C5	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C6	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C7	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C8	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C9	528.00'	0°51'44"	7.95'	N0°12'50"E	7.95'

0 20 40 80

SCALE:1"= 40'

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A1

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469
BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION",
SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

INFORMATIONAL SHEET



ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE 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 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.

N

0 50 100 200

SCALE:1"= 100'

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A1

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469
BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

1027.187

RESOLUTION NO. 22-269

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and JEN California 15, LLC, for the Fiddyment Ranch – Phase 3 Village F-6A1 Subdivision, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Fiddyment Ranch - Phase 3 Village F-6A1
_____ SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____,

20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and

JEN California 15 LLC
_____,

a California limited liability company
_____, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Fiddyment Ranch - Phase 3 Village F-6A1 _____ Subdivision" (Subdivision no. PL14-0469 _____; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 23rd ___ day of April _____, 20 15__, 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 Wood Rodgers, Inc., dated September, 2021 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 February 8, 2023, 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 $2,935,384.00. 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 $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 worked 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

Clifton Taylor
JEN California 15 LLC
1478 Stone Point Drive, Suite 100
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: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

JEN CALIFORNIA 15 LLC,
a California limited liability company

BY: _____
Print name: Clifton Taylor
Title: Vice President

and

BY: _____
Print name: _____
Title: _____

(NOTARIZATION REQUIRED)

[L:\agreement\form agreements\subdivision agmt.docx; 2/14/2022]

APPROVED AS TO FORM:

BY:_____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

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 June 15, 2022, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Clifton Taylor, 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.

SHARON BUCKENMEYER
COMM. # 2382432
NOTARY PUBLIC-CALIFORNIA
PLACER COUNTY
MY COMM. EXP. NOV. 10, 2025

Signature Sharon Buckenmeyer

(SEAL)

COUNCIL COMMUNICATION

CC #: 2207
File #: 0400-04-09-1 & 0400-07

Title:	Fiddyment Ranch - Phase 3 Village F-6A2 - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends 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 the public utility easements offered thereon and accept, subject to improvement, the rights of way offered thereon, and approve the abandonment of the rights of way and easements listed thereon; and
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 found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 87 residential lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Fiddyment Ranch - Phase 3 Village F-6A2 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Fiddyment Ranch - Phase 3 Village F-6A2 final map was accomplished with the preparation of the West Roseville Specific Plan EIR (SCH#2002082057) that was certified by the City of Roseville on February 4, 2004. Because the Fiddyment Ranch - Phase 3 Village F-6A2 final map is consistent with project evaluated in the West Roseville Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

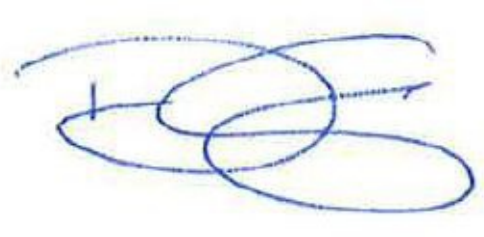
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Final Map

Resolution 22-270

Subdivision Agreement

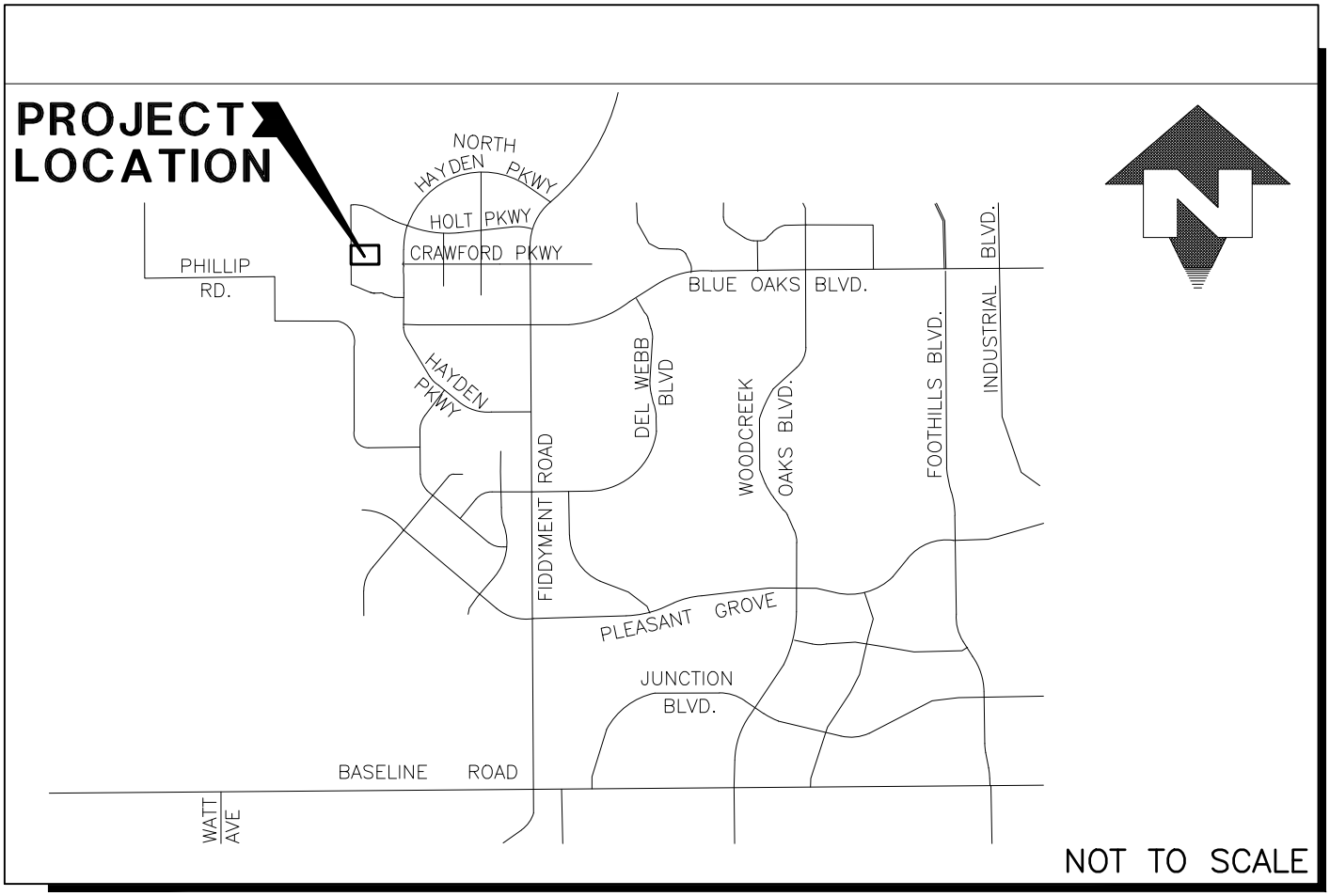
VICINITY MAP

FIDDYMENT RANCH

VILLAGE F-6A2

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE, 2022



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

J:\1000-s\1027-Fiddyment Ranch\Phase3\F-6\F-6A2\Geomatics\exhibits\FR-F6A2-VICINITY MAP.dwg 6/21/2022 7:38 AM Stuart VonLewis

BOOK_____OF MAPS, PAGE_____

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 3 – VILLAGE F-6A2" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE 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 INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS STREETS SHOWN HEREON AS CAMARILLO DRIVE, PASADENA DRIVE, REDONDO WAY AND CRAWFORD PARKWAY AND THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE COURT, DRIVES, WAYS AND PARKWAY SHOWN HEREON AND DESIGNATED "10' PUE" AND "12.5' PUE".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON), THE DRIVES, WAY AND PARKWAY SHOWN HEREON AS PASADENA DRIVE, CAMARILLO DRIVE, REDONDO WAY AND CRAWFORD PARKWAY.

JEN CALIFORNIA 15 LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
CLIFTON TAYLOR

ITS: 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 Placer) SS

ON 20 DAY OF May, 2022 BEFORE ME, Sharon Buckenmeyer, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Clifton Taylor, 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: Sharon Buckenmeyer

PRINTED NAME: Sharon Buckenmeyer

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: Placer

MY COMMISSION EXPIRES: Nov. 10, 2025

MY COMMISSION No.: 2382432

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A2

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL-14-0649
BEING ALL OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

MAY 2022

Sheet 1 of 5

1027.187

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-6A2 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.

_____ _____
MARC STOUT DATE
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2022

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-6A2 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____
TIMOTHY G. BLAIR, P.L.S. 8278

_____
DATE

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
EXP. 12/31/23
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-6A2 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION FOR RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS, IN NOTE 7 ON SHEET 2.

_____ _____
DATE CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC

FEE: $ _____ DOCUMENT NO.: _____

BY: _____ BY: _____
RYAN RONCO DEPUTY RECORDER
COUNTY RECORDER
COUNTY OF PLACER
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-6A2 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 JEN CALIFORNIA 15 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN JANUARY 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY APRIL 30, 2024 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR
DENNIS L. BARBER
No. 8067
STATE OF CALIFORNIA

DENNIS L. BARBER
P.L.S. 8067

5/10/22
DATE

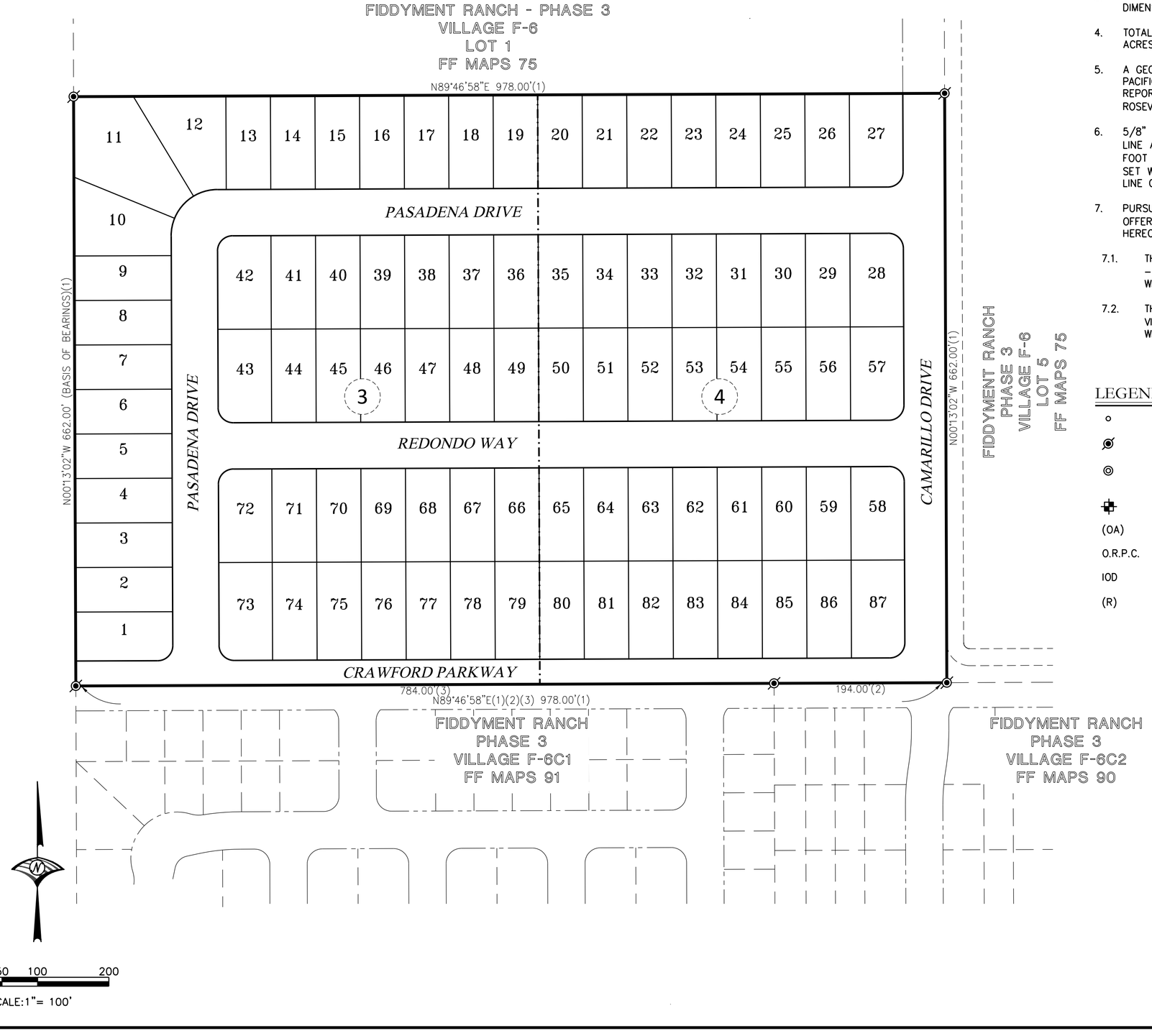
OVERALL BOUNDARY SHEET

REFERENCES:

(1) FF MAPS 75 FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-6 LARGE LOT SUBDIVISION
(2) FF MAPS 90 FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-6C2
(3) FF MAPS 91 FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-6C1

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF LOT 1 AS SAID LOT IS SHOWN ON THE FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-6 LARGE LOT SUBDIVISION. FILED FOR RECORD IN BOOK FF OF MAPS, AT PAGE 75, PLACER COUNTY RECORDS, SAID LINE IS TAKEN TO BEAR NORTH 00°13'02" WEST. DISTANCES SHOWN HEREON ARE GROUND BASED.



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 3 – VILLAGE F-6A2" SUBDIVISION IS 14.863± ACRES, CONSISTING OF 87 RESIDENTIAL LOTS.
5. A GEOTECHNICAL ENGINEERING REPORT TITLED "FIDDYMENT RANCH PHASE-3" WAS PREPARED BY MID PACIFIC ENGINEERING, INC., MPE NO. 02525-33, DATED SEPTEMBER 9, 2019. A COPY OF THIS REPORT IS ON FILE FOR PUBLIC INSPECTION AT THE PUBLIC WORKS DEPARTMENT OF THE CITY OF ROSEVILLE (FILE NUMBER 308-922).
6. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
7. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENT (PUE) NOT SHOWN HEREON IS HEREBY ABANDONED:
   - 7.1. THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 3 – VILLAGE F-6 LARGE LOT SUBDIVISION", FILED IN BOOK FF OF MAPS, AT PAGE 75, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
   - 7.2. THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 3 – VILLAGE F-6 LARGE LOT SUBDIVISION", FILED IN BOOK FF OF MAPS, AT PAGE 75, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

LEGEND

○	DIMENSION POINT		
⊙	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067"		
◎	SET BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL		
✙	FOUND QUARTER CORNER AS DESCRIBED	PUE	PUBLIC UTILITY EASEMENT
(OA)	OVERALL DIMENSION	RW	RIGHT-OF-WAY
O.R.P.C.	OFFICIAL RECORDS OF PLACER COUNTY	(R)	RADIAL BEARING
IOD	IRREVOCABLE OFFER OF DEDICATION	(X)	SHEET INDEX NUMBER
(R)	RADIAL BEARING		

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A2

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL-14-0649
BEING ALL OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C. LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M. CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

MAY 2022

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

BOOK _____ OF MAPS, PAGE _____

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C2	52.00'	90°00'00"	81.68'	N44°46'58"E	73.54'
C3	52.00'	22°28'21"	20.40'	N11°01'08"E	20.26'
C4	52.00'	36°36'08"	33.22'	N40°33'23"E	32.66'
C5	52.00'	30°55'31"	28.07'	N74°19'12"E	27.73'
C6	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'



SEE SHEET 4

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3 VILLAGE F-6A2

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL-14-0649
BEING ALL OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

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1027.187

BOOK_____OF MAPS, PAGE_____



0 20 40 80

SCALE:1"= 40'

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6
LOT 1
FF MAPS 75

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6
LOT 5
FF MAPS 75

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C2	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3 VILLAGE F-6A2

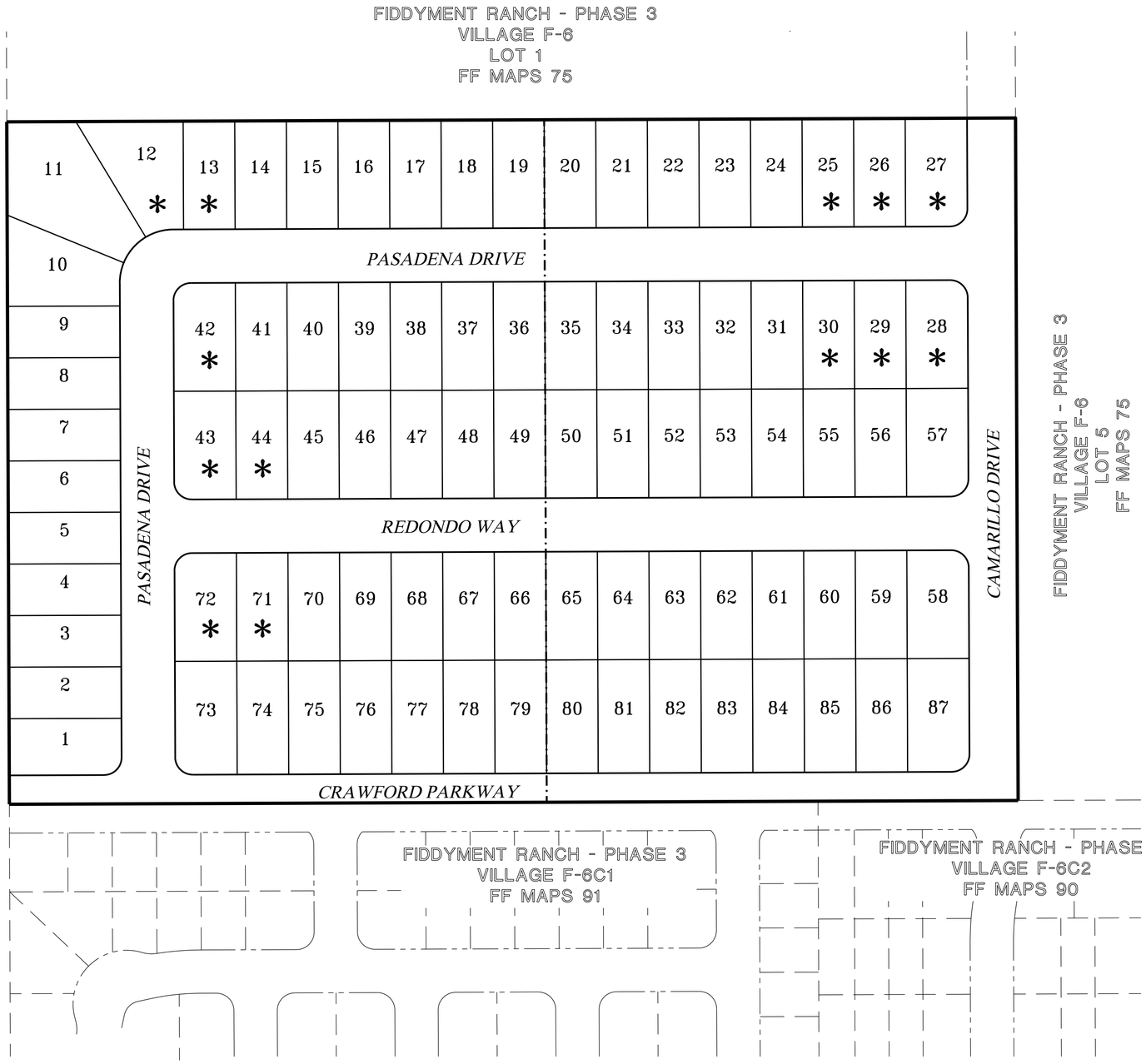
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INFORMATIONAL SHEET



ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE 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 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.

0 50 100 200

SCALE:1"= 100'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3 VILLAGE F-6A2

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL-14-0649

BEING ALL OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C. LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M. CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

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Sacramento, CA 95816 Fax 916.341.7767

1027.187

RESOLUTION NO. 22-270

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and JEN California 15, LLC, for the Fiddyment Ranch – Phase 3 Village F-6A2 Subdivision, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Fiddyment Ranch - Phase 3 Village F-6A2 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and JEN California 15 LLC, a California limited liability company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Fiddyment Ranch - Phase 3 Village F-6A2 Subdivision" (Subdivision no. PL14-0469; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 23rd day of April, 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 Wood Rodgers, Inc., dated September, 2021 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 February 8, 2023, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-

way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $1,341,864.00. 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 $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 worked 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

Clifton Taylor
JEN California 15 LLC
1478 Stone Point Drive, Suite 100
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:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

JEN CALIFORNIA 15 LLC,
a California limited liability company

BY:_____
Print name: Clifton Taylor
Title: Vice President

and

BY:_____
Print name:_____
Title:_____

(NOTARIZATION REQUIRED)

[L:\agreement\form agreements\subdivision agmt.docx; 2/14/2022]

APPROVED AS TO FORM:

BY:_____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

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 June 15, 2022, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Clifton Taylor, 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.

SHARON BUCKENMEYER
COMM. # 2382432
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. NOV. 10, 2025

Signature Sharon Buckenmeyer (SEAL)

COUNCIL COMMUNICATION

CC #: 2210
File #: 0400-04-12-1

Title:	Market Street - Segment 5 - Notice of Completion
Contact:	Cody Allen 916-517-7598 cjallen@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Market Street - Segment 5, CWJ # 190599, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

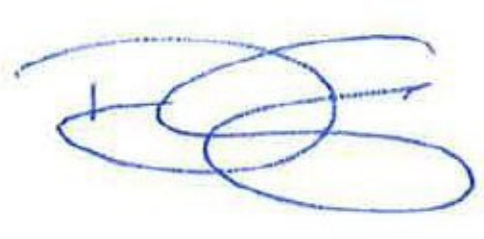
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cody Allen, Construction Inspector

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-273

NOC Market Street - Segment 5

Market Street- Segment 5 Exhibit A - Location Map

Final Map - CGB

RESOLUTION NO. 22-273

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Market Street – Segment 5 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Market Street – Segment 5 is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final maps of Sierra Vista - CGB recorded in Book EE of Maps, Page 56. Recorded in Book FF of Maps, Page 21, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Market Street – Segment 5.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of_____, 20_____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

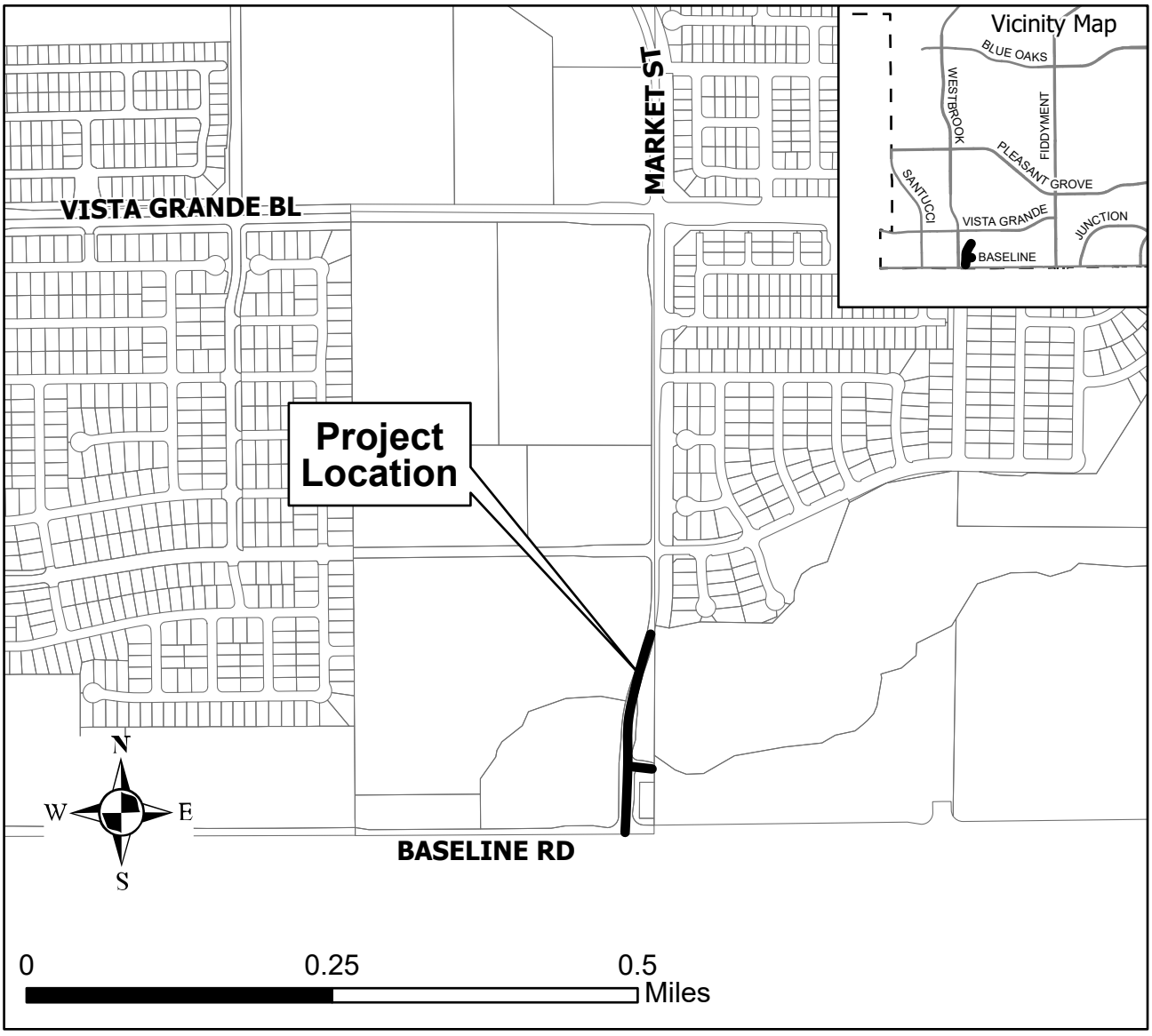
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville
Sierra Vista
Market Street - Segment 5



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - CGB LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) A PUBLIC EASEMENT FOR PEDESTRIAN ACCESS ON, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.)

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS VISTA GRANDE BOULEVARD, SIERRA VILLAGE DRIVE, PAVILION DRIVE, BASELINE ROAD AND MARKET STREET, SAID STREETS ARE ALSO THE AREAS SHOWN HEREON AS I.O.D. / R.O.W. (IRREVOCABLE OFFER OF DEDICATION AS RIGHT OF WAY.)

(B) LOTS 6, 7, 8, AND 9 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

(C) LOT 3 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK PURPOSES.

BY: _____ TRUSTEE DATE: 3/13/2019

JOHN J. GUERRA, JR.
SUCCESSOR TRUSTEE OF THE CYRIL G. BARBACCIA IRREVOCABLE TRUST
DATED DECEMBER 15, 1976.

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 Santa Clara

ON March 13, 2019 BEFORE ME, Madeline E. Raynor, Notary Public

PERSONALLY APPEARED John J. Guerra Jr. , Trustee

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.

Madeline E. Raynor Madeline E. Raynor
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS 1486 Foxworthy Ave. San Jose, CA 95118 Santa Clara COUNTY

MY COMMISSION EXPIRES: December 16, 2022 MY COMMISSION NUMBER: 2271419

MADELINE E. RAYNOR
Notary Public - California
Santa Clara County
Commission # 2271419
My Comm. Expires Dec 16, 2022

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - CGB LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST JOHN J. GUERRA, JR., SUCCESSOR TRUSTEE OF THE CYRIL G. BARBACCIA IRREVOCABLE TRUST IN JULY 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

_____
ROBERT M. PLANK
P.L.S 5760 EXP. 06-30-2020

DATE: 03/07/19

LICENSED LAND SURVEYOR
ROBERT M. PLANK
06-30-20
No. 5760
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - CGB LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: 4/11/19

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "SIERRA VISTA - CGB LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: 4/16/19

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-19
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - CGB LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION AND EASEMENT LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: 4/18/19 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 4 DAY OF June, 2019, AT 2:19 PM. IN BOOK EE OF MAPS, AT PAGE 56, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2019-0037581
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: $ 92.00
DEPUTY

FINAL MAP OF
SIERRA VISTA - CGB
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL A ON PARCEL MAP NO. P 73362, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON JANUARY 8, 1980 IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

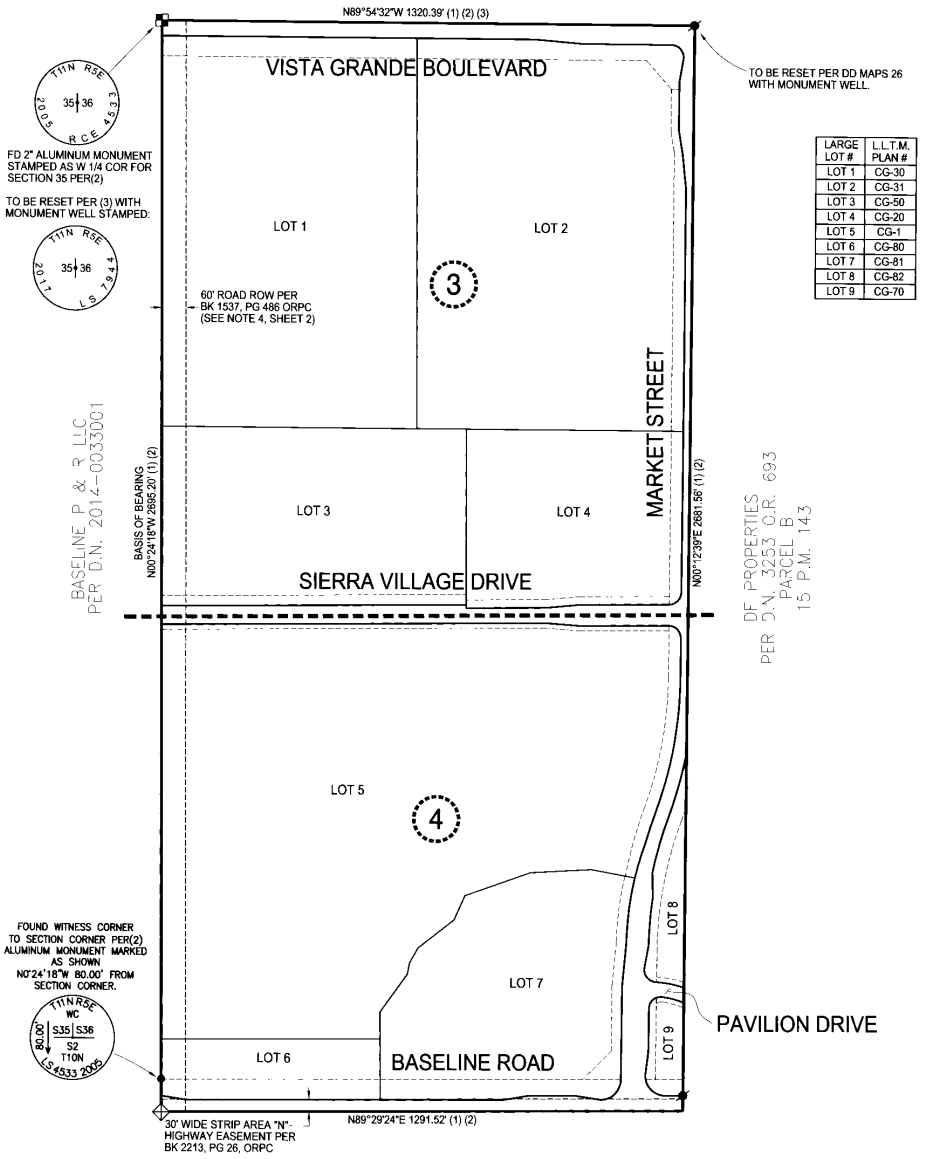
APRIL 2019

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

BOOK EE OF MAPS, PAGE 56

SIERRA VISTA – FEDERICO
LARGE LOT MAP
FE MAPS 6

THE VILLAGES AT
SIERRA VISTA
DD MAPS 26



LARGE LOT #	L.L.T.M. PLAN #
LOT 1	CG-30
LOT 2	CG-31
LOT 3	CG-50
LOT 4	CG-20
LOT 5	CG-1
LOT 6	CG-80
LOT 7	CG-81
LOT 8	CG-82
LOT 9	CG-70

LEGEND

- SECTION CORNER, NO MONUMENT FOUND OR SET
- FOUND QUARTER SECTION CORNER AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533"
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- FOUND MONUMENT AS NOTED
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 5760"
- o DIMENSION POINT (NOTHING FOUND OR SET)

AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
D.N.	DOCUMENT NUMBER
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
L.L.T.M.	LARGE LOT TENTATIVE MAP
ESMT.	EASEMENT
( )	DENOTES RECORD INFORMATION
(1)	SHEET INDEX

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
2. TOTAL AREA FOR THIS SUBDIVISION IS 80.6± ACRES, CONSISTING OF 5 LARGE LOTS FOR FUTURE DEVELOPMENT AND 4 OPEN SPACE LOTS.
3. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   A. AREA R-3, R-6, AND R-10 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064323, OFFICIAL RECORDS PLACER COUNTY.
   B. AREA O-3 AND O-4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064323, OFFICIAL RECORDS PLACER COUNTY.
   C. AREA E-10 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064333, OFFICIAL RECORDS PLACER COUNTY.
   D. AREA R-3 AND R-10 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064333, OFFICIAL RECORDS PLACER COUNTY.
   E. AREA R-6 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064334, OFFICIAL RECORDS PLACER COUNTY.
4. ALL AGREEMENTS AND EASEMENTS RELATED TO THIS 60' ROAD ROW WERE TERMINATED AND OF NO FURTHER FORCE AND EFFECT BY QUITCLAIM DEEDS RECORDED AUGUST 13, 2015 IN DOCUMENT NO. 2015-0070556 AND DOCUMENT NO. 2015-0070558, OFFICIAL RECORDS PLACER COUNTY
5. THE DOCUMENT ENTITLED " RECIPROCAL EASEMENT AGREEMENT" RECORDED JUNE 06, 2017 AS INSTRUMENT NO. 2017-0041424 OF OFFICIAL RECORDS AFFECTS THE LOTS SHOWN HEREON.

BASIS OF BEARINGS:

THE BEARING N 00°24'18" E, BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) 18 R.S. 118
(2) 22 R.S. 135
(3) EE MAPS 6

N

0 100 200 400
SCALE: 1"=200'

FINAL MAP OF
SIERRA VISTA - CGB
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL A ON PARCEL MAP NO. P 73362, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON JANUARY 8, 1980 IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS.

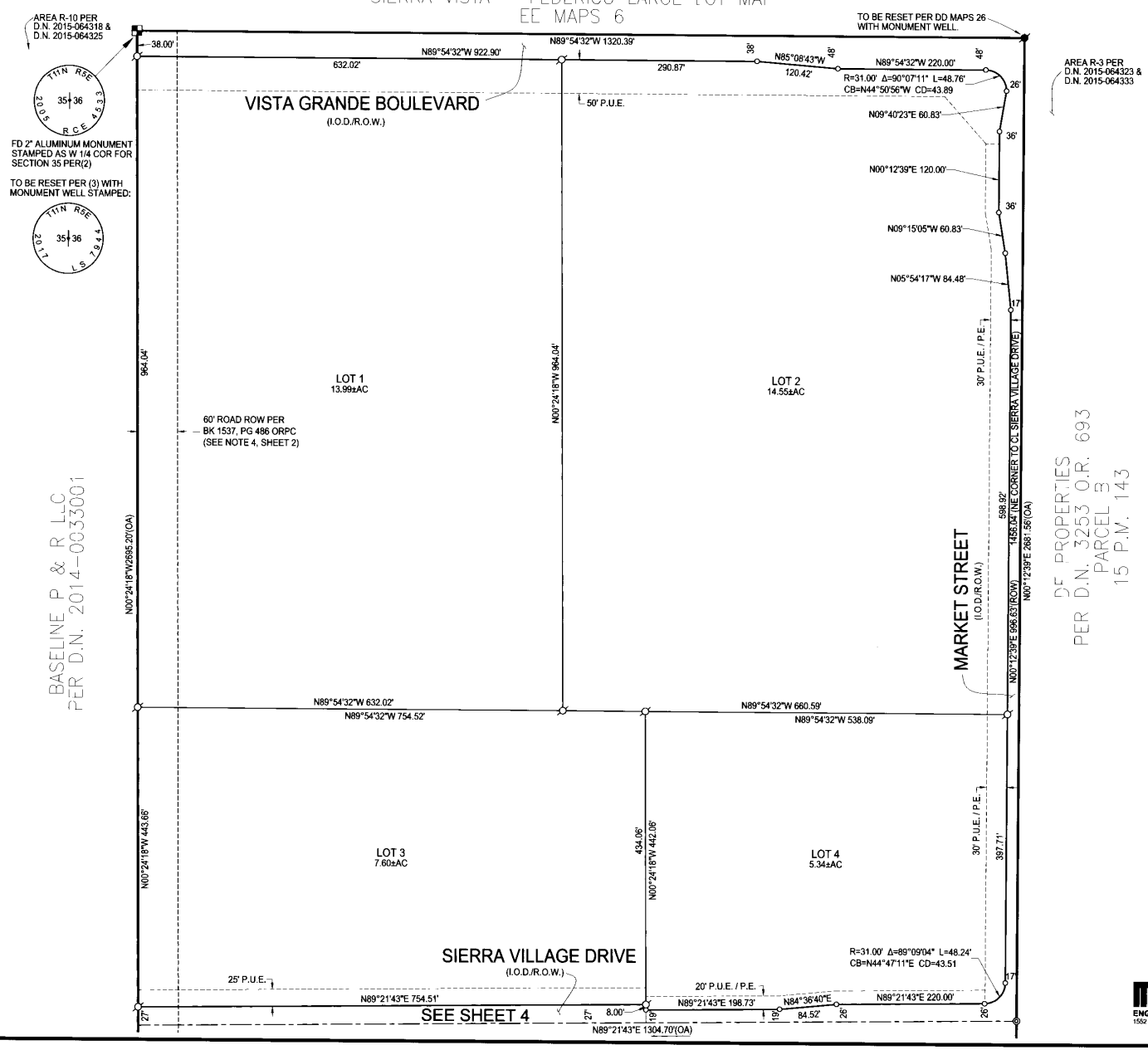
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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

APRIL 2019

18254-CGB

SIERRA VISTA – FEDERICO LARGE LOT MAP
EE MAPS 6



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

SIERRA VISTA - CGB

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL A ON PARCEL MAP NO. P 73362, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON JANUARY 8, 1980 IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS.

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APRIL 2019

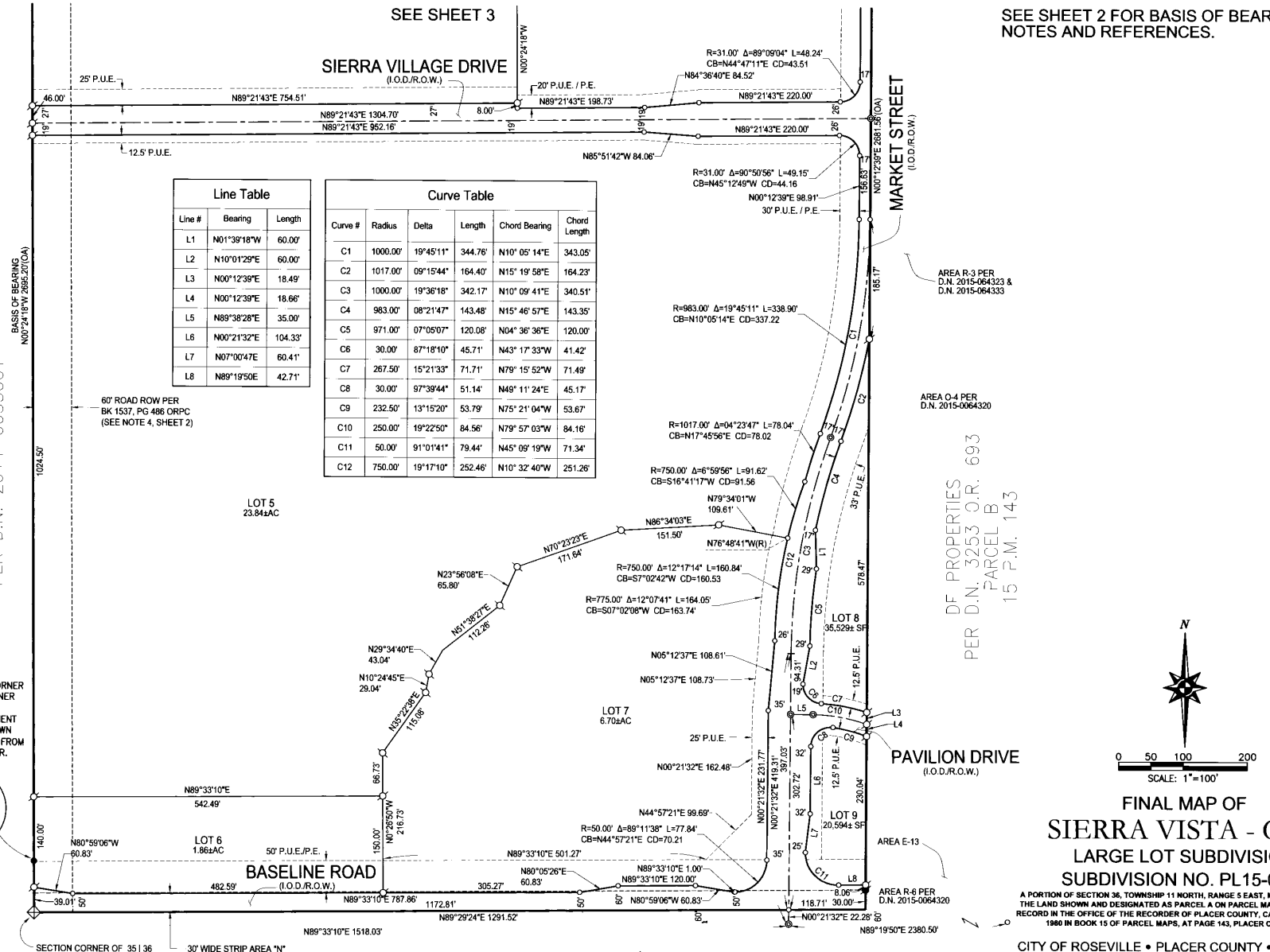
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

 18254-CGB

BOOK EE OF MAPS, PAGE 56

SEE SHEET 3

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



Line Table

Line #	Bearing	Length
L1	N01°39'18"W	60.00'
L2	N10°01'29"E	60.00'
L3	N00°12'39"E	18.49'
L4	N00°12'39"E	18.66'
L5	N89°38'28"E	35.00'
L6	N00°21'32"E	104.33'
L7	N07°00'47E	60.41'
L8	N89°19'50E	42.71'

Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1000.00'	19°45'11"	344.76'	N10° 05' 14"E	343.05'
C2	1017.00'	09°15'44"	164.40'	N15° 19' 58"E	164.23'
C3	1000.00'	19°36'18"	342.17'	N10° 09' 41"E	340.51'
C4	983.00'	08°21'47"	143.48'	N15° 46' 57"E	143.35'
C5	971.00'	07°05'07"	120.08'	N04° 36' 36"E	120.00'
C6	30.00'	87°18'10"	45.71'	N43° 17' 33"W	41.42'
C7	267.50'	15°21'33"	71.71'	N79° 15' 52"W	71.49'
C8	30.00'	97°39'44"	51.14'	N49° 11' 24"E	45.17'
C9	232.50'	13°15'20"	53.79'	N75° 21' 04"W	53.67'
C10	250.00'	19°22'50"	84.56'	N79° 57' 03"W	84.16'
C11	50.00'	91°01'41"	79.44'	N45° 09' 19"W	71.34'
C12	750.00'	19°17'10"	252.46'	N10° 32' 40"W	251.26'

FINAL MAP OF SIERRA VISTA - CGB

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL A ON PARCEL MAP NO. P 73362, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON JANUARY 8, 1980 IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS.

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APRIL 2019

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 4 OF 4 18254-CGB

COUNCIL COMMUNICATION

CC #: 2213
File #: 0800-04

Title:	Architectural Services - On-Call Professional Design Services Agreements
Contact:	Rjahja Canlas 916-774-5740 rcanlas@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt resolutions to approve professional design services agreements for on-call architectural services to Hammel, Green and Abrahamson, Inc., Lionakis, LPAS, Inc., and PBK Architects, Inc. Additionally, staff requests authorization for the City Manager or his designee to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Public Works Department's Facilities Division maintains, repairs, and rehabilitates 1.35 million square feet of City facilities. A majority of the City's capital rehabilitation and capital improvement projects require design services from either licensed architects or professional engineers. In April of 2022, a Request for Proposals (RFP) was issued soliciting proposals for On-Call Architectural Services. A total of 12 proposals were received. After a panel review, and based on each firm's experience, qualifications of the team, and understanding of the RFP, four firms were selected and are being recommended for approval of an on-call professional design services agreement. The intent is to utilize these professional design services agreements and their architectural design services to meet project demands. The on-call agreements will allow for more responsiveness to the City's needs along with greater quality control. The on-call agreements do not guarantee an annual amount of work and are in place on an "as-needed" basis. The initial term (approximately 3 years) commences on the date of award and runs through June 30, 2025.

FISCAL IMPACT

The authorization amount for the initial term is not-to exceed $825,000 per consultant. The authorization for the first and second optional one-year renewals are not-to-exceed amounts of $325,000 and $350,000, respectively, per consultant.

Work performed under these agreements will utilize capital rehabilitation funds and/or capital

improvement project funds in the approved City budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

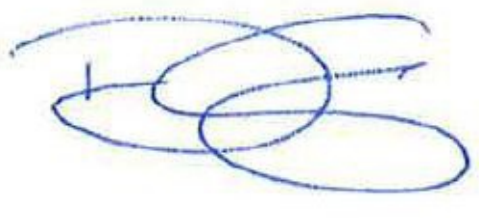
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rjahja Canlas, Design & Construction Project Manager

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-276

Hammel, Green and Abrahamson

Resolution 22-277

Lionakis

Resolution 22-278

LPAS

Resolution 22-279

PBK

RESOLUTION NO. 22-276

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HAMMEL, GREEN AND ABRAHAMSON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional design services agreement for on-call architectural services, by and between the City of Roseville and Hammel, Green and Abrahamson, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20___, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

On-Call Architectural Services

THIS AGREEMENT is made and entered into this 21 day of June, 2022, by and between the City of Roseville, a municipal corporation ("CITY"), and Hammel, Green and Abrahamson, Inc., a Minnesota Corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 01-052 for professional services consisting of on-call architectural services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated April 18, 2022, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional architectural services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2025. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed eight hundred twenty-five thousand dollars ($825,000) for the initial term of the Agreement. Total compensation shall not exceed three hundred twenty-five thousand dollars ($325,000) for the first optional one (1) year renewal of this Agreement and total compensation shall not exceed three hundred fifty thousand dollars ($350,000) for the second optional one (1) year renewal of this Agreement. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

CONSULTANT shall maintain their billing rates from the execution date of this Agreement through December 31, 2023. CITY will consider renegotiating billing rates for subsequent calendar years. CONSULTANT shall submit any proposed billing rate changes by December 1st for review by CITY.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that

CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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	$2,000,000 each occurrence $4,000,000 aggregate Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$2,000,000 per claim $4,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation

and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is

bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a

period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. 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.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services;

(h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including

computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

19. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses,

including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Rjahja Canlas Design & Construction Project Mgr. 2005 Hilltop Circle Roseville, CA 95747	Beth Young, Principal-in-Charge 1200 R Street, Ste, 100 Sacramento, CA 95811

Either party may amend its address for notice by giving notice to the other party in writing.

23. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

HAMMEL, GREEN AND ABRAHAMSON, INC., a Minnesota corporation

BY: Elizabeth Young
its: VICE PRESIDENT

and

BY: _____
its: Corporate Secretary

EXHIBIT "A"



HGA

ON-CALL ARCHITECTURAL SERVICES PROPOSAL PREPARED FOR

CITY OF ROSEVILLE

RFP 01-052 | APRIL 18, 2022

HGA

1200 R Street, Suite 100
Sacramento, CA 95811

916.787.5100
HGA.com

April 18, 2022

Rjahja Canlas
City Clerk Department
City of Roseville
311 Vernon Street
Roseville, CA 95678

Re: On-Call Architectural Services Proposal for the City of Roseville - RFP 01-052

Dear Mr. Canlas and Members of the Selection Committee:

The City of Roseville On-Call Architectural Services demonstrates a commitment to excellence in the business of government. From vibrant centers of community engagement to recreation facilities to, we believe that the City of Roseville's public facilities can not only serve – but enhance – our community.

Our statement of qualifications for On-Call Architectural Services highlights the following strengths and unique value that HGA brings to the City of Roseville.

Local History & Resources. Located less than 20 miles from the City of Roseville, HGA's Sacramento office has provided architectural consulting services to the local region for over 30 years. We have 60 employees locally, inclusive of architects, in-house Certified Access Compliance Specialists (CASp), structural engineers, project managers, interior designers, cost estimators, and other technical experts. Recent work completed in Roseville includes the more than 100 projects for Sutter Roseville Medical Center, including the Emergency Department and Critical Care expansion, Sutter Health Blue Oaks Medical Office building and McCarthy Building Companies' Roseville office.

On-Call Retainer Specialists. HGA has successfully completed over 450 government projects under on-call agreements. Our clients include the State of California, numerous California Counties and Cities, and agencies of the Federal Government. The team selected, including subconsultants, specializes in serving government clients in on-call retainer agreements and has a history of successfully delivering projects together, which will lower risk and increase project success for the City of Roseville.

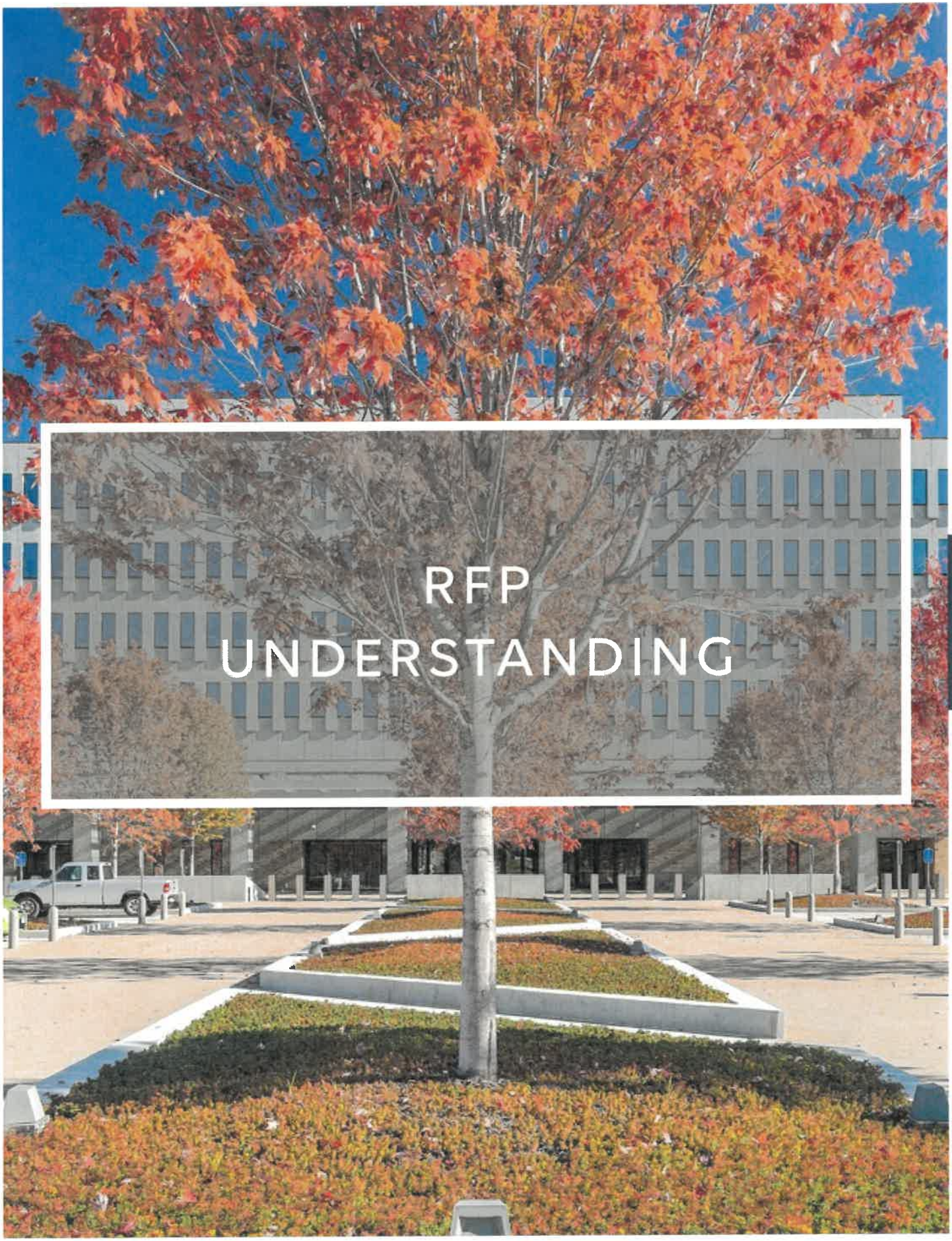
Government Facilities Experts. HGA has a national and regional reputation for designing extraordinary public facilities of varying scale and complexity. HGA has recent, demonstrated experience, including publicly-funded office and workplace environments, libraries, museums and arts facilities, and historically significant buildings. Our project experience includes ground-up construction projects, tenant improvements, access barrier removal and compliance, sustainability strategies, and LEED certification.

We look forward to the opportunity to establish a collaborative, trusting partnership with the City of Roseville and to help actualize your vision and strategic goals for the future. Should HGA be selected as partners in your on-call architectural service needs, we will perform the services and adhere to the requirements described in this RFP, including those noted in Addendum #1 and #2.

Sincerely,

Beth Young, AIA, EDAC, DBIA
Principal-in-Charge
Direct: 916.787.5145 | Fax: 916.264.1079
BYoung@hga.com

Heather Kampa, CID, EDAC, WELL AP
Principal / Interior Design
Direct: 916.787.5121 | Fax: 916.264.1079
HKampa@hga.com



RFP UNDERSTANDING

D.



RFP UNDERSTANDING

Through close review of the Request for Proposal for Architectural Consulting Services for The City of Roseville, our team has a clear understanding of the methodology we would propose for the City's consideration.

We are familiar with the nature of On-Call contracts in which multiple project orders can be running simultaneously with multiple disciplines, and it is inevitable that deadlines and heavy work periods will align. As part of our studio specializing in On-Call contracts, we are accustomed to providing services to projects of all size, and are able to provide these services for a reasonable fee.

Once team members are assigned, we will dedicate them to each task through completion. By maintaining the same staff throughout the life of the project, we can assure that quality levels remain high and information flow is not interrupted. The assigned Project Manager will be responsible for managing the consultants, and each consultant will have a similarly assigned primary point of contact for direct interaction with our Project Manager. On a typical project order, once the areas of consultant expertise are identified, the project, together with the assigned Project Architect, will negotiate with each consultant the required tasks and fees for their performance. Each consultant is then required to prepare a task list and schedule, similar to those produced by HGA.

Even when a project order is primarily a consultant effort, we remain responsible for oversight and management. The Project Manager will continue to review the progress of the work, and HGA personnel will provide QA/QC to ensure that the quality of design, presentation, and written deliverables is consistent with our work product quality and standards

OUR APPROACH

GETTING TO KNOW YOU

HGA proposes to schedule an initial kickoff meeting with the City and project stakeholders to establish Capital Improvement Plan project goals, to guide the overall design process to successfully accomplish all tasks and deliverables. HGA commits to thoughtful, timely touch-points with the City and project stakeholders, as well as provision for meeting documentation, presentations, and deliverable reviews throughout the design process..

A the beginning of each project order, we will meet with the City of Roseville to establish the project goals, scope, budget, and schedule. A management plan will be specifically tailored to each project order process, which ensures the control and forward progress of each work request through predetermined design phases. We request that the City provide us with any as-built documentation, space program studies, design standards or background information on related to the scope of work for our review. HGA would like to discuss the possibility of touring the existing facilities to gain a better understanding of workflows, priorities or any inefficiencies that may not want to be repeated. In the first kick off meeting communication between HGA and the City, we will identify and confirm project schedules and constraints. With these items identified, HGA will provide a detailed work plan.

Below are some services and best practices that differentiate our firm from others:

DESIGN SERVICES

Over the past six decades, HGA has developed a national reputation for designing extraordinary public facilities. Our most important design contributions have been through the creation of memorable places where communities come together and are tailored to the personality and culture of their region. Our design process begins with deep inquiry. We need to dig deep with key project stakeholders to best listen to, understand and translate important project goals. The most successful workplaces are ones that reinforce the organization's culture and values, a living testament to an organization's mission and brand that impacts the employee experience every day.

For our public clients, HGA seeks to provide inspirational, transparent facilities that embrace the changing culture of government, attract future generations of workers, and provide flexibility to accommodate future changes. Drawing upon a depth of workplace research, HGA will design the space with a modern workplace strategy tailored to public employees while deftly meeting all of the key goals of the project.



IMMERSE
Deep dive to understand the client

INTERPRET
Transform information into original insights

CREATE
Apply insights to create a range of options

EVALUATE
Measure options against critical success factors

IMPLEMENT
Synthesize options into a consensus-driven solution



PROGRAMMING AND PLANNING

HGA places people at the core of our programming process because we understand creating environments that allow people and business to thrive is a shared responsibility with our clients. Early, open engagement and continual collaboration with key project stakeholders will be key to completing our programming and early space-planning process and efficiently delivering the project. Making programming strategic requires a deep level of understanding about how the occupants fulfill their mission through specific ways of working. We endeavor to engage in an open, honest exchange of ideas that results in a practical, flexible, efficient and safe workplace design.

With a fixed project budget, existing building limitations, and a quantifiable number of occupants, identifying the opportunities and limitations of the project area early in the programming and planning phase is essential.

LEAN PROJECT DELIVERY

This component level design methodology is adapted from Toyota. Interdisciplinary teams are organized around components of the project typically site, structure, envelope, interiors, thermal comfort, and power and technology. Through the interdisciplinary nature of the team, the right people are in the right place at the right time to make informed project decisions. Each team member is responsible for their deliverables and schedule, which are generated to keep pace with project milestones and integration events. Ownership of schedule and deliverables increases accountability and pull-planning based scheduling improves timeliness of decisions.

PULL PLANNING

Pull Planning is where we take the result – an opening date or final project cost, break it into smaller pieces, assign the pieces to multi-disciplined groups, and rigorously track performance of the groups in a way that supports improvement. Early consensus regarding this process, work efforts, milestones and goals is key. At the project start, the design team develops detailed work plans, tasks and deliverables for each project phase in concert with the client and full project team and establishes expectations about efforts required by the respective disciplines. In addition to guiding the efforts of the design team, the work plan sets forth specific time frames and decision points for Owner and user reviews, comments and approvals.

SCHEDULE CONTROL

At the project start, our team will develop a detailed work plan, tasks and deliverables for each project phase in collaboration with the City and full project team to ensure the City's expectations are fully being met. In addition to guiding the efforts of the design team, the work plan sets forth specific time frames and decision points for the City and Economic Development Department reviews, comments and approvals.

Additionally, it is our responsibility to ensure all code requirements are met and exceeded, and we will work collaboratively with applicable authorities having jurisdiction to streamline the plan review and permitting process.

COST CONTROL

HGA is proud of our reputation for successful and disciplined adherence to project budgets. Prior to the start of design, we reconcile the program and budget with the cost estimating team at Cumming, reaffirming the budget during each design phase with real-time cost data. Benchmarking other similar building types, cost estimating by professionals intimately familiar with this building type and the local construction market conditions, schedule alternatives, and critical review of project delivery alternatives are but a few important ways of ensuring the program and budget are reconciled prior to start of design.

QUALITY AND TIMELY PERFORMANCE

As an integrated architecture, planning and engineering firm, HGA's culture is rooted in interdisciplinary collaboration and knowledge sharing. Because our ultimate success is the satisfaction of our clients, we continually strive for quality, consistency and timeliness through the implementation of a formal QA/QC process and consistent coordination and communication among our design team members.

TECHNOLOGY

Technology is moving at an ever-increasing pace. HGA has a robust technology platform to create innovative buildings and spaces, and pride ourselves for being at the forefront of the industry using technology in our design process. HGA regularly leverages the following software as part of the design and construction process:

- Revit is used for preparation of construction documents. Typically the Building Information Model is prepared to Level 200, with some elements to Level 300 depending on the project circumstances.

- Sketchup is used as a massing and design concept development tool.

- Bluebeam is leveraged for drawing mark-ups in user group meetings and as a coordination tool between design disciplines for drawing mark-up.

- Zoom is used as the online meeting platform

- Newforma is used for exchange of large files.

- The construction manager typically provides the platform for RFI's, Submittals and Site Observation reporting during CA. HGA has Newforma in the event the CM does not provide.

I have worked with HGA on multiple projects of differing types and sizes. At every level, the individuals who represent their organization, are professional, personable, knowledgeable, client-focused, responsive, reliable, and passionate about each and every job they take on. Based on these experiences, it is without reservation that I recommend Beth and the entire HGA team as a professional organization of the highest integrity and quality.

Brinda Saini, LEED AP, Assoc. DBIA
State of California, Department of General Services

OUR STRENGTHS

ABILITY TO PLAN AND MANAGE WORK

Communication and structure are the foundation of our approach to On-Call contracts. Once awarded the A/E contract, we will initiate a kick-off meeting with the City of Roseville in order to provide all contact and emergency information for reaching our team. Our proposed Project Manager has a proven portfolio with On-Call contracts. The staff assigned to this contract and others from the A/E team, specialize in project order work and often develop areas of expertise such as programming, planning, feasibility studies, renovation / restoration, or new construction.

EXPERTISE AND AVAILABILITY

Staff members are assigned based upon area of expertise and availability. At the beginning of each project order, we will meet with the City of Roseville to establish the project goals, scope, budget, and schedule. A management plan will be specifically tailored to each project order process, which ensures the control and forward progress of each work request through predetermined design phases. Each step forms a checkpoint for quality control, consultant coordination, and compliance. We also schedule regular meetings weekly or bi-weekly to monitor project progress and to work toward achieving the established goals. Each project order will be measured against the project goals: scope, budget, and schedule established at its inception. The scope must be verified before design can begin, and it will be monitored as the project proceeds. If variations occur as the project evolves, they will be addressed before the project progresses further. The budget is continuously monitored by the Project Manager and will be verified at each milestone sub mission by an independent cost estimator.

EXPERTS IN ON-CALL CONTRACTS

We are an industry leader in design and planning serving clients as partners in ongoing relationships, where more than 80% of our business is due to long-standing client relationships. We believe this is attributable to our ability to design from the client's business perspective. Developing design from this vantage point entails a thorough understanding of the nature of the client's business, their requirements and preferences.

Long-term partnering relationships, such as the ones we have enjoyed with the State of California Department of General Services, The Sacramento Public Library, the City of Sacramento and Sutter Roseville, to name a few, allow us to respond quickly and to anticipate the changing requirements of our clients. We are familiar with our clients' business and we understand their needs, enabling us to quickly assess needs and address them seamlessly and efficiently in our efforts. The end result saves the client time and money and, in the end produces value and a better product.

LOCATION

Located less than 20 miles from the City of Roseville, HGA's Sacramento office has provided architectural consulting services to the local region for over 30 years. We are available to be on project sites with little notice, as needed. There will be no difficulties or fees associated with our office location

EXHIBIT "B"

HOURLY RATES

Key Personnel	Role	Hourly
Beth Young	Principal in Charge | HGA	$302
Heather Kampa	Principal / Interior Design | HGA	$218
Jennifer Reid	Project Manager | HGA	$209
Angela Falla	Project Architect/CASp | HGA	$198
Tracy Randall	Lead Interior Designer | HGA	$183
Jessica Paredes	Interior Designer | HGA	$122
Marie Malone	Project Specifier and QA/QC | HGA	$231
Brent Forslin	Senior Structural Engineer | HGA	$303
Kevin Logsdon	Structural Engineer | HGA	$155
Scott Wheeler	Electrical Engineer | The Engineering Enterprise	$270
Danny McKevitt	Electrical Engineer | The Engineering Enterprise	$270
Kevin Stillman	Mechanical Engineer | Capital Engineering	$220
Charles Krafka	Civil Engineer | Cunningham Engineering	$214
Michael Engle	Landscape Architect | Cunningham Engineering	$202
Ryan Zuehlke	Cost Estimator | Cumming	$210
Remington Caldwell	Senior Industrial Hygienist | Terracon	$225
Ken Pilgrim	Asbestos Consultant | Terracon	$225



RESOLUTION NO. 22-277

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LIONAKIS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional design services agreement for on-call architectural services, by and between the City of Roseville and Lionakis, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20___, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

On-Call Architectural Services

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Lionakis, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 01-052 for professional services consisting of on-call architectural services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated April 18, 2022, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional architectural services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2025. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed eight hundred twenty-five thousand dollars ($825,000) for the initial term of the Agreement. Total compensation shall not exceed three hundred twenty-five thousand dollars ($325,000) for the first optional one (1) year renewal of this Agreement and total compensation shall not exceed three hundred fifty thousand dollars ($350,000) for the second optional one (1) year renewal of this Agreement. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

CONSULTANT shall maintain their billing rates from the execution date of this Agreement through December 31, 2023. CITY will consider renegotiating billing rates for subsequent calendar years. CONSULTANT shall submit any proposed billing rate changes by December 1st for review by CITY.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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	$2,000,000 each occurrence $4,000,000 aggregate Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$2,000,000 per claim $4,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates

may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. 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.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional experience to perform the services required under this Agreement. CONSULTANT also agrees and represents that it shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and consistent with the standard of care under

California law applicable to those who provide such services for projects of the type, scope and complexity of the Project.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services;

(h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including

computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

If CITY uses, reuses or modifies the "Materials" produced under this agreement on any project other than this Project, it shall remove the signatures and/or seals of the CONSULTANT and any of its sub consultants and shall indemnify and hold harmless CONSULTANT and its officers, directors, agents, employees and sub consultants from claims arising out of the use, reuse or modification of the "Materials".

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are

maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

19. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Rjahja Canlas Design & Construction Project Mgr. 2005 Hilltop Circle Roseville, CA 95747	Mike Davey, Principal-in-Charge 2025 Nineteenth Street Sacramento, CA 95818

Either party may amend its address for notice by giving notice to the other party in writing.

23. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

LIONAKIS, a California corporation

BY: _____
its: Donald A. McAllister, President

and

BY: _____
its: Andrew Deeble, CFO

EXHIBIT “A”

CITY OF ROSEVILLE

PROPOSAL FOR RFP 01-052 ON-CALL ARCHITECTURAL SERVICES

APRIL 18, 2022



LIONAKIS

LIONAKIS

2025 Nineteenth Street
Sacramento, CA 95818
P: 916.558.1900
F: 916.558.1919
www.lionakis.com

April 18, 2022

City of Roseville
Attn: City Clerk Department
311 Vernon Street, Roseville, CA 95678

Re: Request for Proposals for On-Call Architectural Services, RFP 01-052

Dear Mr. Canlas and Members of the Selection Committee,

Lionakis understands the importance of your upcoming maintenance and Capital Improvement Plan projects and how they will help the City continue to protect and enhance the safety and well being of your residents, businesses, customers, and partners.

Established in 1909, Lionakis is a multi-discipline design firm bringing relevant experience throughout California with over 30 counties and cities, many of which are under similar on-call agreements. We are familiar with the protocols involved in delivering public sector projects under on-call contracts and offer the City of Roseville the following distinct advantages:

Familiarity with the City of Roseville and Placer County—Lionakis is familiar with your City's processes, procedures, and community expectations based on our Project Architect, Erik Olson's experience working on various City on Roseville Fire Stations and the Maidu Museum and Historic Site projects. In addition to our staff's experience with the City, Lionakis has worked on 15 projects for Placer County. Our experience with the County allows us to understand the unique attributes that make up one of California's highest ranking counties for having the best quality of life in California. At the heart of our design process is an emphasis on creating facilities that provide years of extended services and a positive experience for you and your community. We understand that great design makes all the difference in those experiences. Helping the City renovate and upgrade your facilities contributes to achieving that goal.

Successful On-Call Experience—Lionakis is currently working on projects for more than 14 Master Service, On-Call, and Indefinite Delivery/Indefinite Quantity (IDIQ) Agreements for public and private clients throughout California, including Placer, Yolo and Sacramento Counties. We are experienced with the task order processes these contracts employ and will work with the City of Roseville to fully define and address the needs and requirements on every project. We strive to provide services that add value and leverage lessons learned from our experience on a wide range of projects.

A Local Firm with Capacity—Your projects will be serviced from Lionakis' Sacramento headquarters office which is less than 25 miles away from the City of Roseville, allowing us to be on site with short notice. Leveraging our multi-discipline expertise and the strengths and services of our subconsultants, we ensure that our team is able to assess potential risks and be proactive in addressing design and coordination issues among the disciplines. This ensures that each of them work together effectively to produce well-coordinated projects. In addition to our Sacrament office, we can draw upon staffing resources in Oakland, San Jose, and Newport Beach to assist on projects as needed.

LIONAKIS

2025 Nineteenth Street
Sacramento, CA 95818
P: 916.558.1900
F: 916.558.1919
www.lionakis.com

Lionakis will perform the services and adhere to the requirements described in the RFP. Please note that this Proposal is valid for a period of ninety (90) days. The signed Proposer's Certification (Attachment A) has been executed by Lionakis officials legally authorized to bind our firm. The executed copy of the Proposer's Certification is located under Tab F. of our Proposal. In addition, Lionakis has received and read Addendums 1 and 2 issued on March 28 and April 6, 2022 respectively.

If you have any questions or need additional information, please feel free to reach out to your primary contact for the duration of your projects, Principal-in-Charge, Mike Davey. Mike can be reached by phone at (916) 558-1900 or by email at Mike.Davey@Lionakis.com. Lionakis believes our skills and expertise are tailor made for your projects and we look forward to the opportunity to provide architectural services for the City of Roseville.

Sincerely,

Lionakis



Nick Docous, AIA, LEED AP,
Chairman of the Board

TAB D

RFP UNDERSTANDING

TAB D. RFP UNDERSTANDING

PROJECT UNDERSTANDING

Lionakis understands that the City is seeking qualified firms that are capable of performing services for maintenance and Capital Improvement Plan projects, ranging from small to medium in size, over the next five years. Our understanding of the nature of the work, its importance, and the City's expectations, is of direct benefit to the City.

We understand that projects completed using on-call contracts are about meeting deadlines and delivering results. Our background in design, documentation, approval and construction of the types of projects delivered using the on-call contractual method (in a variety of delivery methods) is of direct benefit to the City for the following reasons:

We understand the nature of the work: Whether the project scope is a rooftop equipment replacement, building addition, or complete seismic upgrade and retrofit, we have the experience to establish and define the success factors that are required to meet expectations and schedule, operational, and performance goals.

We understand the importance of every project: Each project has a mission to maintain, upgrade, or build infrastructure for the City's residents and businesses. We approach every project with an understanding of this importance.

Lionakis is well-versed in capital project delivery methods: We have completed hundreds of projects using capital projects delivery methods. In addition to traditional design-bid-build contracts, we have a broad base of experience in alternative project delivery methods for City, County and State projects, including Design-Assist, Design-Build, Job Order Contracting (JOC), and Force Account Labor.

We understand that we are part of your team: Our presumption is that your Project Managers are running multiple projects. This is the case with just about every one of our clients—you are managing workload and client department expectations with fixed resources. We understand this and bring our experience and capabilities to bear as an extension of the City's team.



WHY LIONAKIS PERSONNEL?

Lionakis personnel are part of an experienced firm with a proven track record of successfully delivering hundreds of diverse projects that meet budget, schedule and design goals for our clients.

Through the Lionakis core mission: Designing a Better Future, we believe in mentoring the next generation so that our firm, our legacy and our clients will enjoy the benefits of this work now and in the decades to come.

Our approach, ethos and culture is to provide a comprehensive full service experience from the start of design through the closeout of each project because we believe architecture is primarily ***a people business.***

PROJECT APPROACH

Pre-Design

Expectations and Outcomes

Before beginning any work, Lionakis asks your Project Manager and the project's stakeholders the following question; ***"What makes this project a success?"*** All answers are written-up in a team setting—in large format—so that the responses can be organized, categorized and—most importantly—prioritized. These responses define expectations and outcomes—as expressed by the project's team—and they establish critical success factors around which the project is designed.

Reviewing & Validating

During the Initial Planning and Programming phase of each project, the City's design criteria and guidelines, utility Districts, as well as applicable codes and regulations are reviewed and validated to establish a thorough understanding of these factors and how they influence the design and development of the proposed project. Based on the information established as part of this process, our team develops preliminary space lists and operational requirements, as needed. Our team then further develops specific design criteria for each programmed space, including the types and qualities of the desired finishes, produce adjacency diagrams, siting options, and circulation diagrams. This process involves the City's staff and its consultants to collaboratively establish a comprehensive basis of design. Also, as part of this phase of the work, geotechnical and topographical surveys of the project site is conducted, if required.

Design

The Design Phase consists of three phases: Schematic Design (SD), Design Development (DD), and Construction Documents (CD).

Schematic Design

In the early stages of SD, Lionakis develops multiple approaches (or "design sets") to determine an option which delivers the best value. Design sets are developed in direct response to the stated goals for each unique project requirement. At appropriate milestones, the design sets are evaluated using the stated goals and critical success factors. Those designs which do not meet the criteria are discarded as part of the process to develop the best value design.



CLIENT ADVOCATE

"Lionakis has a proven track record of progressive and sound designs, meeting project goals including budget and schedule, and team collaboration. They excel during design, are continually the owner's advocate, and tirelessly address project needs through construction completion. I highly recommend Lionakis."

Scott Schriefer,
Director of Operational Risk, XL Construction

Upon selection of the best value design, SD Documents are prepared including, but not limited to:

- Site Plan(s) based on utilities infrastructure and topographic information furnished by the City
- Floor Plans(s) showing all rooms and areas, entrances, exits, circulation corridors, toilet rooms and major mechanical and electrical areas
- Building Elevation(s) depicting proposed exterior materials and fenestration
- Building Section(s) showing floor-to-floor dimensions and the design's interface with structural system(s)
- Outline descriptions of the following systems as the project's scope requires: Mechanical (HVAC and building controls), Electrical (lighting and power), Plumbing, Fire Protection and Low Voltage/ Signal Systems (paging, intercom, security, telephone, cable TV, closed-circuit TV, computer cabling)
- Opinion of Probable Cost (OPC) based on unit cost pricing

Design Development

A well-developed SD concept that has your full support is the basis for the work in our DD phase. DD work includes identification, selection and sizing of the major systems and components established by the approved SD design. Design criteria, codes, and standards are applied to these systems including Operational and Maintenance requirements. The OPC is updated and, if required, cost control recommendations are developed to maintain budget/scope alignment.

DD documents are reviewed thoroughly to assure compliance with the City's scope of work and design criteria. As the design becomes more detailed, special consultants for systems such as door hardware and security help ensure that the operational needs of these important "background" systems are met.

Construction Documents

The CD phase builds on the decisions made during the DD phase and culminates in the preparation of a coordinated set of drawings and specifications. These documents are submitted to agencies having jurisdiction for review and approval. The CD set is fully coordinated across all design and engineering disciplines and includes necessary applications and/or reports for such issues as storm water pollution prevention plans and air quality management.



TRUSTED PARTNER

*"Lionakis' past experience on similar project types enabled them to share their knowledge with us, including what has worked for other facilities and what hasn't worked so well. Their knowledge and expertise helped to shape our facility's design and programs, including a culinary education program, centralized visitation for the entire Justice Campus and indoor recreation facilities. Their expertise made them a very **trusted** partner in the process as they **listened** to our ideas and captured those ideas in their designs."*

Jill Silva
Chief Probation Officer
Stanislaus County

Quality Control Program

Parallel to the design phase, Lionakis employs a comprehensive Quality Assurance and Quality Control (QA/QC) process to check and coordinate our work. The overall goal of our QA/QC process is to provide an interdisciplinary approach to design and document coordination that results in a broad, in-depth, and timely input on every project. Our QA/QC process is led by Project Manager, Dean Albright, who regularly communicates with your Project Managers throughout each project to maintain a high level of quality and consistency. Rigorous QA/QC reviews is undertaken at milestone appropriate intervals for each project and generally include:

- 100% Schematic Design (Full Review)
- 100% Design Development (Full Review)
- 65% Construction Documents (Full Review)
- 95%–100% Construction Documents (Full Review)

At each of these milestones, we implement a collaborative interdisciplinary approach to QA/QC that includes all major sub-consultants, your Project Manager, representatives of user group(s), and any other applicable stakeholders. All key team members meet collectively to review the design documents for the project. This meeting is facilitated by Dean, who assembles the full team's comments into an overall QA/QC summary. The project team receives these comments ahead of the meeting to collaborate, share multiple perspectives, and most importantly, uncover important issues that may not initially be apparent. By uncovering key issues early, our process saves the City time and money through the reduction of potential change orders and RFI's.

Project Checklists

Internally, we also track QA/QC information through the use of integrated checklists for each phase of every project. These checklists are also issued to our consultants for their use, which they sign to verify they have reviewed all listed items. Our integrated checklists have been assembled and updated over the past 30 years and are utilized as the base guideline for our QA/QC reviews. Each project team uses these lists and submits them for verification and conformance. The lists are utilized to identify coordination issues, which maximizes the professional expertise that each team member brings to your projects.



QC PROCESS IN ACTION

Our QC process provides an interdisciplinary approach that ensures you have the broadest, most in-depth and timely range of input and expertise reviewing your project. All disciplines take ownership of work on issues together.



STATEWIDE COVERAGE

With four offices and a staff of over 165 located throughout California, Lionakis offers the City of Roseville the proximity and capacity to serve your projects.

Approvals & Bidding

Lionakis oversee the plan review and approvals process and interface with agencies having jurisdiction. We address plan review comments in a thorough and timely manner, as well as resolve code related interpretation issues. Comments are organized in tables based on agency with comment, relevant code section, and response to how the comment has been addressed. Upon approval of the CDs, we assist the City throughout the bid process as follows:

- Participate in pre-bid conference and/or job walk
- Respond to bidder questions (RFBIs)
- Prepare content for addendums; coordinate with the City on timing and issuance of addendums (if any)
- Assist in evaluating bids

Jurisdictional Coordination

Building codes and the application of CALGreen often have requirements and conditions which local jurisdictions have added to respond to regional needs and/or initiatives. Establishing and defining such local requirements is part of Lionakis' process to thoroughly understand and delineate the factors that informs and directs each project's design.

Construction Administration

Lionakis' proactive approach to Construction Administration (CA) is focused on ensuring that the construction of the work is in conformance with the scope of work and improvements defined and delineated by the CDs. As with our approach to providing design phase services, our CA phase approach is characterized by building relationships. Every project begins with a Kick-Off meeting where all parties meet and introduce themselves and, most importantly, discuss project procedures, roles, responsibilities, and expectations.

We participate in construction meetings depending on the complexity, duration, nature and scope of the work. We prepare meeting minutes and distribute them to all attendees in a timely manner. After each construction meeting we conduct a job-walk with the superintendent, the inspector, your Project Manager, Construction Manager (if assigned) and any other team members as may be required. These walk-throughs offer a comprehensive overview of the progress and quality of the work, and they promote on-the-spot, value-based oriented solutions to field conditions.



OWNER'S ADVOCATE

"Lionakis designed our District a beautiful office. Everyone who comes here comments on how beautiful it is. I appreciate their responsiveness in their commitment to delivering on time. They are very professional in their work and I hope we get to work together again."

Tim Kerr

General Manager, American Flood Control District

Responsive Follow-up

Through the whole process, Lionakis understands the urgency of tracking and accurately responding to submittals and RFI's in a timely fashion. We use forms such as Architect Supplementary Instructions, Proposal Requests, and Construction Change Directives, as the condition requires. In summary, Lionakis maintains the same momentum and attention to detail during the construction phase that characterizes our approach to the design phase. We understand that your vision becomes reality during the construction phase and that this is the time when everything comes together – including meeting Client Department expectations.

Identification/Acknowledgement of Adequate Staff

Through the whole process, Lionakis' approach to staffing is to identify specific strengths and qualifications of staff members and match them to your scope of work. We also review and update short and long-range staffing schedules to ensure all project needs are being met with the appropriate staff resources.

Managing Cost Control & Scope

We understand the importance of adhering to budget requirements and strongly believe in controlling cost during the design phase when changes can be made with minimal financial impact.

Our first step in controlling cost is to provide all parties and stakeholders with unit costs based on data from recently built projects of similar size, scope, and location. The next step is to prepare a break down of the budget in terms of construction dollars, soft costs, and contingencies. With this information, our team can provide valuable feedback that is useful in prioritizing the scope of work for each project. Our approach is to ***design to your budget,*** rather than budgeting to a design.

We understand—as well, that project scopes can change over the course of the design process. When this happens, potential scope changes are managed through early communication to establish a clear understanding of cost and/or schedule impacts that may result.

Meeting Anticipated Schedules

To deliver projects under tight schedules and budgets, we employ Microsoft Project to manage project milestones. Our project schedules are based on phases and tasks established by a project plan prepared for each job. Schedules are resource loaded and are rigorously monitored and updated throughout the design and construction phases. We directly engage your Project Managers to develop a schedule for each project, as well as monitoring progress as the work progresses.



VALUE ENGINEERING FOR ADDITIONAL SAVINGS

One of the largest cost savings is found in structures. As the structure is identified, the site/soil conditions need to be evaluated for structural support. Exterior finishes (building skin) will then be evaluated for durability, costs and planning review/ community acceptance. Interior finishes, though less likely to produce savings, will also be considered.

In addition, the mechanical, electrical and plumbing can yield larger savings, but need to be vetted for life cycle evaluation to make sure upfront cost savings do not detract from future building performance and maintenance costs.

OVERCOMING CHALLENGES

The case study below provides an example of how our team overcame a project challenge.

CASE STUDY

FROM CHALLENGE TO SOLUTION

New Butte County Jail | County of Butte

Butte County was facing difficulties in one of their Lease Revenue Bond projects—the New Butte County Jail. Lionakis was ultimately selected to take over the project and solve the challenges that were facing the County. The County had previously worked with another design firm to develop the bridging documents and design criteria to deliver this project in the Design-Build (D/B) delivery method. A D/B team was selected through a competitive process. Due to market conditions, and the selected General Contractor, the D/B team could not meet programmatic items or reconcile the budget. When Lionakis was subsequently selected, we were sensitive to all of the hard work already completed. Our team quickly validated the program with stakeholders regarding operational items and identified the budgetary constraints to re-design the facility and site with program efficiencies not previously identified. Due to the requirements of the SB863 award, our team still needed to meet the scope of project defined in the original award. Our prior experience and relationships with the State agencies was effective in meeting the specialized requirements while also achieving these solutions in the current Covid-19 conditions. Our team is currently in Design Development and working with utility companies to verify the services and points of connection.

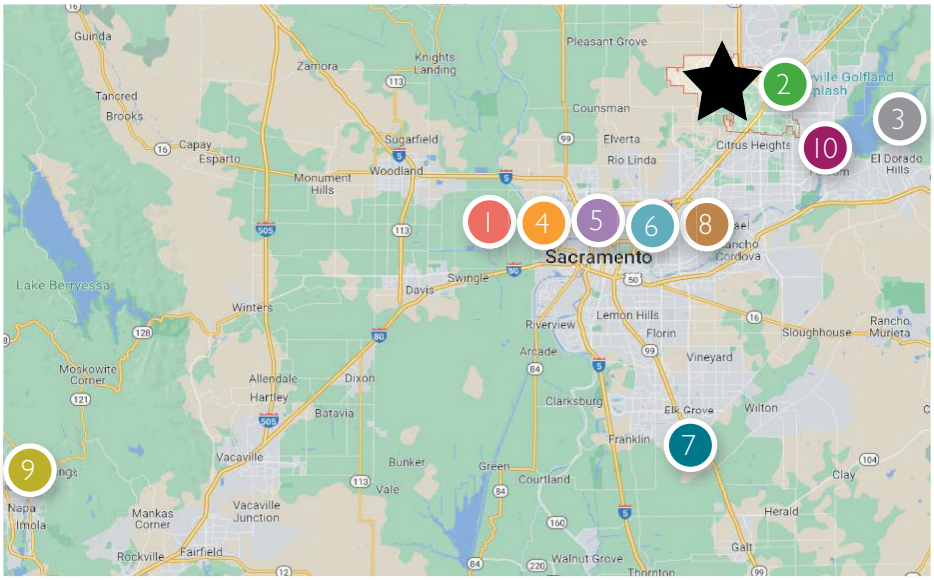


LOCATION

Our Sacramento office is located less than 25 miles from the City of Roseville, putting us within a short driving distance of your projects. In addition to our Sacramento team members, your projects receive resources of over 165 other professionals in three other Lionakis offices who can be utilized for your project as needed. Due to the COVID-19 pandemic, our Lionakis team successfully utilizes video conferencing methods including Zoom and Microsoft Teams to work with our clients at any time, and our common file server network allows this to be a seamless process. However, even with today's technological advances, Lionakis prefers to strengthen our client relationship by holding in-person site meetings. Lionakis truly believes that relationships must be built the old fashion way, through trust, dedication, honesty, communication, and face-to-face interactions and we look forward to doing so with City.

Further, we have teamed with experienced sub-consultants, most of whom are within short distance of our office and who are also in close proximity to the City of Roseville. This ensures that a local presence is already established. Together, our collective team is centrally located to one another and has the ability to quickly respond to your needs.

Please refer to the map below for details on where our team's offices are located in relation to City of Roseville



LEGEND:

1. LIONAKIS (ARCHITECT, STRUCTURAL ENGINEER, ACCESSIBILITY, SUSTAINABILITY & INTERIOR DESIGN)
2. LP CONSULTING ENGINEERS (MECHANICAL, ELECTRICAL & PLUMBING ENGINEER)
3. WARREN CONSULTING ENGINEERS, INC. (CIVL ENGINEER)
4. VISTA ENVIRONMENTAL (ENVIRONMENTAL CONSULTANT)
5. CUMMING COST ESTIMATING (COST ESTIMATOR)
6. AIM CONSULTING (PUBLIC OUTREACH CONSULTANT)
7. ACOUSTICAL ENGINEERING (ACOUSTICAL CONSULTANT)
8. GUTTMAN & BLAVOET (FIRE PROTECTION CONSULTANT)
9. CATALYST (SECURITY CONSULTANT)
10. HELIX ENVIRONMENTAL (LANDSCAPE ARCHITECT)

★ CITY OF ROSEVILLE

EXHIBIT “B”

TAB H. HOURLY RATES

LIONAKIS FEE SCHEDULE

Effective January 1, 2022 - December 31, 2026

CLASSIFICATION	HOURLY RATES
Principal	$275
Associate Principal	$260
Senior Associate/Director of Healthcare Planning/Director of Accessibility	$250
Director of Sustainability/Director of Planning/Associate	$235
Project Director	$225
Senior Project Manager/ Specifications Writer	$215
Project Manager	$205
ARCHITECTURAL SERVICES	
Senior Architect	$205
Architect II/Senior Job Captain	$190
Job Captain/Architect I	$175
Designer III	$160
Designer II	$150
Designer I/Specification Technician	$140
INTERIOR DESIGN SERVICES	
Interiors Project Director	$210
Senior Interior Designer	$190
Project Interior Designer	$170
Interior Designer III	$150
Interior Designer II	$135
Interior Designer I	$125

CLASSIFICATION	HOURLY RATES
STRUCTURAL ENGINEERING SERVICES	
Senior Engineer	$205
Engineer II	$195
BIM Manager	$190
Engineer I	$185
Senior BIM Technician	$175
Structural Designer III	$170
BIM Technician II/Structural Designer II	$160
Structural Designer I/ BIM Technician I	$150
PROJECT SUPPORT SERVICES	
Graphics Creative Director	$205
Senior Graphic Designer	$170
Graphic Designer	$140
Senior Project Coordinator	$125
Project Coordinator	$115
Staff Technician	$100
Consultant	Direct Cost + 10%
Reimbursables Blueprints, Photocopies, Shipping, Photography, Plotting, Renderings, Travel Expenses, Agency Fees, etc.	Direct Cost + 10%
Mileage	per IRS standard rate

LP CONSULTING ENGINEERS

CLASSIFICATION	HOURLY RATES
Principal Mechanical/Electrical Engineer	$245
Associate/PE Engineer/RCDD	$195
Project Manager/Engineer	$160
Senior Designer	$150
Designer	$135
CADD/Revit Technician	$110
Clerical	$75
Expenses	Direct Cost + 10%
Mileage	$.56/mile

WARREN CONSULTING ENGINEERS

CLASSIFICATION	HOURLY RATES
CIVIL ENGINEERING SERVICES	
Principal/ SWPPP Monitoring	$230
Civil Engineer	$185
Civil Designer	$165
Drafter	$120
Clerical	$100
Vehicle Milage	per IRS standard rate
SURVEYING SERVICES	
Principal	$230
Drafter	$120
Land Surveyor	$185
Non-Prevailing Wage Rates Survey Crew (1-man)	$175
Non-Prevailing Wage Rates Survey Crew (2-man)	$215
Prevailing Wage Rates Survey Crew (1-man)	$210
Prevailing Wage Rates Survey Crew (2-man)	$290

HELIX ENVIRONMENTAL PLANNING

CLASSIFICATION	HOURLY RATES
Principal	$230-265
Principal Acoustician	$190-215
Principal Biologist	$200-245
Principal Landscape Architect	$160-190
Principal Planner	$210-245
Principal Regulatory Specialist	$190-245
Regulatory Specialist	$95-135
Principal Cultural Resources Specialist	$165-185
Senior Project Manager I-III	$160-210
Project Manager I-III	$125-180
Assistant Project Manager	$125-140
Environmental Planner I-III	$95-120
Senior Fisheries Scientist	$200-235
Senior Noise/Air Quality Specialist	$185-205
Noise/Air Quality Specialist	$115-145
Environmental Compliance Specialist	$75-125
Archaeology Field Director	$115
Senior Archaeologist	$120-170
Staff Archaeologist	$75-115
Senior Architectural Historian	$150-160
Architectural Historian	$100-145
Senior Landscape Architect	$135-160
Landscape Architect	$110-130
Landscape Planner I-III	$95-115
Senior Scientist	$135-175
Biologist I-V	$90-135
Senior GIS Specialist	$130-170
GIS Specialist I-III	$75-120
Graphics	$115
Technical Editor	$110-120
Operations Manager	$95-140
Word Processor I-III	$85-90
Clerical	$65-75

VISTA ENVIRONMENTAL

CLASSIFICATION	HOURLY RATES
Principal-in-Charge	$265
Certified Industrial Hygienist	$245
Senior Project Manager	$195
Junior Project Manager	$155
Project Field Coordinator	$145
IH Field Technician - Certified Asbestos Consultant	$138
IH Field Technician - Certified Asbestos Site Surveillance Technician	$120
IH Field Technician - CDPH Lead Certified	$120
CADD	$110
Clerical	$80

CUMMING

CLASSIFICATION	HOURLY RATES
Managing Director/Director/ Regional Director	$210
Associate Director	$190
Senior Cost Manager/Senior MEP Cost Manager	$180
Cost Manager	$170
Assistant Cost Manager/Estimating Technician/Intern	$115

AIM CONSULTING

CLASSIFICATION	HOURLY RATES
Outreach Oversight	$174-190
Graphic Designer	$181-198
Senior Outreach Manager	$123-135
Outreach Manager III	$109-119
Outreach Coordinator II	$94-103
Outreach Coordinator I	$77-84

ACOUSTICAL ENGINEERING CONSULTANTS (AEC)

CLASSIFICATION	HOURLY RATES
Principal	$240
Senior Consultant	$190
Consultant	$170
Engineer	$150
Technician	$120
Clerical Staff	$75
Expenses	Direct Cost

GUTTMAN & BLAEVOET

CLASSIFICATION	HOURLY RATES
Principal	$300
Associate Principal	$290
Senior Associate	$260
Associate	$250
Senior Engineer	$220
CAD Lead	$195
Engineer	$180
Designer	$160
Project Coordinator	$110
Electronic Load Charge	$.69/file
Plotting	$16/sheet
Photocopies	$.07/page
Mileage	$.585/mile
Other Expenses	Direct Cost + 10%

CATALYST

CLASSIFICATION	HOURLY RATES
President	$210
Senior Consultant	$225
Project Manager	$185
Senior Designer	$175
Designer	$145
CAD Drafter	$110
Clerical	$60

RESOLUTION NO. 22-278

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LPAS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional design services agreement for on-call architectural services, by and between the City of Roseville and LPAS, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20___, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

On-Call Architectural Services

THIS AGREEMENT is made and entered into this 21st day of June, 2022, by and between the City of Roseville, a municipal corporation ("CITY"), and LPAS, Inc., a California Corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 01-052 for professional services consisting of on-call architectural services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated April 18, 2022, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional architectural services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2025. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed eight hundred twenty-five thousand dollars ($825,000) for the initial term of the Agreement. Total compensation shall not exceed three hundred twenty-five thousand dollars ($325,000) for the first optional one (1) year renewal of this Agreement and total compensation shall not exceed three hundred fifty thousand dollars ($350,000) for the second optional one (1) year renewal of this Agreement. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

CONSULTANT shall maintain their billing rates from the execution date of this Agreement through December 31, 2023. CITY will consider renegotiating billing rates for subsequent calendar years. CONSULTANT shall submit any proposed billing rate changes by December 1st for review by CITY.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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	$2,000,000 each occurrence $4,000,000 aggregate Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$2,000,000 per claim $4,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates

may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. 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.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

19. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Rjahja Canlas Design & Construction Project Mgr. 2005 Hilltop Circle Roseville, CA 95747	Brady Smith, Principal 2484 Natomas Park Drive, Ste. 100 Sacramento, CA 95833

Either party may amend its address for notice by giving notice to the other party in writing.

23. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

LPAS, INC., a California corporation

BY: _____ Brady Smith
its: _____ President

and

BY: _____ Ron Metzker
its: _____ Secretary

EXHIBIT “A”

On-Call Architectural Services for:

City of Roseville
RFP 01-052

Roseville, California

Proposal
April 18, 2022



Cover Letter



Brady Smith
AIA, DBIA, NCARB, LEED AP

Principal, President, Owner
Main Contact for RFP
T. 916.443.0335 x1137
F. 916.441.2823
E. bsmith@lpas.com

April 18, 2022
On-Call Architectural Services for RFP 01-052
City of Roseville
City Clerk Department
311 Vernon Street
Roseville, CA 95678

Office & Mailing Address
LPAS Architecture + Design
2484 Natomas Park Drive
Suite 100
Sacramento, CA 95833
T. 916.443.0335

F. 916.441.2823
LPAS.com

Dear Selection Committee,

I am pleased to submit our firm's qualifications for the City of Roseville's On-Call Architectural Services. As a local firm with our headquarters located in Sacramento, we are looking forward to offering the City our expertise in renovations and on-call contracts for public agencies. Recognized by the Sacramento Business Journal as the second largest architectural firm in the Sacramento region, with in-house architects, landscape architects and interior designers, we are confident we can meet the goals of the City on these projects.

Our proposed subconsultants, all with offices in Roseville, are also experts in our region. We have long-standing relationships with each of our subconsultants including Buehler Engineering, LP Consulting Engineers, KPFF and Cumming, all of whom have worked on projects in Roseville. With the exception of KPFF, we are proposing the same consultants who collaborated with us on the 316 Vernon Street office project, which we have featured in this submission. As a result, there will be no learning curve.

LPAS is prepared to collaborate diligently with the City of Roseville to deliver prompt results that align the project scope, budget, and schedule. We have a history of delivering projects on time and on budget. For example, LPAS delivered the $63M California Lottery Headquarters $5M under budget and 3 months ahead of schedule using the LEAN Design approach. We currently have on-call contracts with California Department of General Services, Judicial Council of California, SMUD, and California State University Maritime Academy where we are providing renovations and test fits. Additionally, we have completed various projects, both new and renovations, for public agencies and institutions, and we always strive to deliver sustainable projects regardless of the size and scope.

With sustainability as a core value, we have completed over 2 million square feet of LEED Certified buildings and designed over 40 LEED Certified buildings, with over $1 billion in publicly funded projects built throughout California. Our proven methods and collaboration have garnered repeat clients throughout our 44-year history. It is within our interest to continue a working relationship with the City of Roseville through this contract.

LPAS will perform the services and adhere to the requirements described in this RFP, including Addendum 01 issued March 28, 2022 and Addendum 02 issued April 6, 2022. Thank you for considering LPAS Architecture + Design.

Sincerely,

Brady Smith
AIA, DBIA, NCARB, LEED AP
Principal, President, Owner

TAB D

RFP Understanding



On-Call Contract Experience & Approach

Having completed numerous projects under an on-call contract, LPAS understands the process of delivering multiple projects within one master agreement. We are recently providing on-call design services for California's Department of General Services, SMUD, Judicial Council of California, and California State University Maritime Academy. Major challenges on these on-call services, as can be typical of any project, include keeping the cost and schedule on track, and coordination among all disciplines. Our experience on current and past projects has given us valuable insight into identifying optimal solutions that mitigate these challenges. The following approach will be applied to all the projects within this contract.

LEAN Design Approach: LPAS has a reputation based on design, collaboration, and adherence to schedules and budgets. These fundamental qualities are primarily based on our adaptation of Integrated Design Principles and more specifically, the LEAN Design Process which is based on rigorous and frequent collaboration of all project stakeholders to guarantee a successful project.

The LEAN process was originally developed in the manufacturing industry with the strategic goal to develop an excellent, cost-efficient product which would result in better collaboration, reduced waste and time savings. LPAS has embraced the LEAN Design philosophy of a collaborative team approach that we use on every project.

Cost Control: As a means of tracking projected costs and keeping them in line with the budget, LPAS utilizes Target Value Design (TVD) and has found it to be a valuable method for engaging project team members in an open and honest dialog. We believe that successful teams are highly collaborative teams, and TVD fosters that collaboration by encouraging frequent design conversations that align owner, architect and contractor understandings.

At the outset of the project a collaborative meeting with the City of Roseville and the design team will establish the major areas of construction of the project and assign target values for each area creating cost silos. Together the cost silos provide an overall picture of where the money is being spent across the entire project and provide a snapshot of the cost of construction at any point in time. The silos may be defined as building structure, exterior envelope, HVAC, interiors, sustainability, etc. The target values give the project team parameters for each silo to achieve and maintain as the design is developed and refined.

This tool is crucial in maintaining alignment of the scope and budget, within individual silos and as a project in total. If one cost silo is increasing, the project team can decide if the increase is appropriate and/or necessary, and collectively decide how to adjust other silos to make the entire project stay on budget.

TVD will facilitate discussions of different ways to approach the project that consider cost, performance, constructability, schedule and aesthetics. The input and opinions of the entire project team will identify priorities and important goals and will improve the design process by increasing efficiency and reducing waste of time and materials.

Schedule Management: The Pull-Planning Schedule is a critical tool of the LEAN Design Process and is key to the success of our projects. The project schedule begins in reverse with the end goal date – typically completion of a deliverable or construction. The Pull-Planning Schedule meeting starts with the assemblage of the entire team - the client, design team, and consultants.

The goal of the Pull-Planning Schedule meeting is to develop a team-wide commitment and game plan with key milestones that precisely identifies the firm/ team member responsible for a particular task and due date. The schedule overlay guides the team members with their respective responsibilities and roles. Weekly meetings and the corresponding Weekly Work Plan keep team members on task. This process streamlines and clarifies the workflow and provides a tool to closely examine the progress and any challenges on a weekly basis while identifying solutions to a problem or challenge quickly and efficiently.

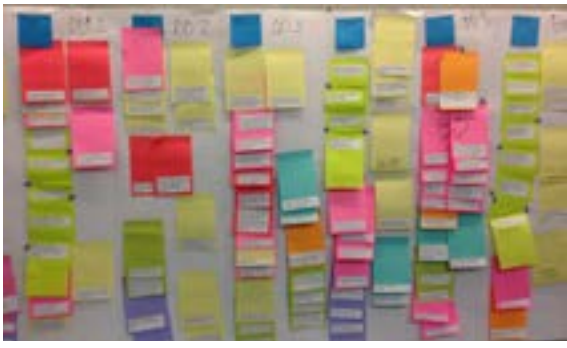
Quality Control: Quality Control is an important priority of the LPAS culture. Our Quality Control methodology is focused on prevention rather than correction. The LEAN Design Process involves the entire design team throughout the design and construction documents stage so problems are identified, and solutions are created before a required change is ineffective or costly.

Ken Bauer, AIA, is an LPAS Principal and the Director of Quality Assurance. An experienced architect with over 37 years of experience, Ken provides a critical in-house role to conduct Quality Control reviews at each construction document phase. Construction documents are reviewed with three areas of criteria: (1) Program Conformance Review; (2) Design Quality Control; (3) Constructability Review. The Pull-Planning Schedule will include the required Quality Control reviews that will be performed by Ken.

An essential tool in our Quality Control Program is the utilization of Building Information Modeling (BIM). Design documentation is developed in a three-dimensional digital format to help coordinate the architectural, structural, mechanical, and electrical building systems and model the building to the site's terrain and landscaping.







Special Consideration

Renovation vs New Construction

LPAS has an array of renovation, modernization and tenant improvement projects in our portfolio. These projects range from on-call contracts with public agencies to single-project awards with community colleges and universities. We are proud of the fact that we have long-standing relationships with many of our clients and are pleased to have demonstrated our experience in Tab B.

LPAS treats renovation and modernization differently than new construction because there are existing conditions and systems that have to be carefully identified and evaluated to determine compatibility with the proposed functionality, code requirements, schedule and budget of the project. Existing and unknown conditions of the building envelope and systems can have a dramatic effect on a project budget so extensive evaluation and analysis is key in identifying probable cost and risk. The use of Target Value Design is an important tool to establish areas of concern and contingencies to keep the overall budget on track.

Consideration should also be given to accessibility issues when renovating a facility. LPAS has considerable experience designing accessibility improvements on renovation projects, including upgrades to existing buildings and sites to comply with the Americans With Disabilities Act. LPAS holistically approaches each project with universal accessibility in mind and has successfully completed renovation projects on civic buildings, police stations and public safety facilities, California State Lottery offices and distribution centers, higher education campuses, private offices, and multifamily housing. Our accessibility expertise coupled with our broad experience on modernization projects will prove to be advantageous for renovation projects within this on-call contract.

Firm Location

LPAS will be providing services on this contract from our Sacramento office which is located in the South Natomas neighborhood. Within minutes of freeway access, we can arrive at a project site in Roseville on short notice with ease and efficiency. There will be no price difference nor difficulties associated with our close proximity to the City of Roseville. Should any issues arise, we can also enlist the services of our proposed subconsultants who are all located in Roseville.



LPAS Unique Qualifications

- LPAS has a 44-year history of specializing in the design and renovations of public agency buildings throughout California.
- LPAS understands the unique needs of renovation projects.
- Offices in Sacramento and San Francisco to easily service the projects within this contract.
- LPAS + DSA have a 12-year history together. DSA is a nationally recognized facilities programming and planning firm for government agencies.
- Extensive history of public facility design and renovation with our proposed subconsultants. No learning curve.
- Collaborative design approach based on LEAN Design Principles. Tools include Pull-Planning Schedule and Target Value Design.
- History of delivering projects on time and on budget. For example, LPAS delivered the $63M California Lottery Headquarters $5M under budget and 3 months ahead of schedule using the LEAN Design approach.
- LPAS leverages technology including BIM and cloud collaboration to allow for seamless coordination between the design team, client and contractor.
- LPAS integrates sustainable design principles into all our projects. We have completed over 2 million square feet of LEED certified buildings and designed over 40 LEED Certified buildings.
- Integrated in-house architecture, planning, landscape architecture and interior design to deliver an efficient project with a holistic view of the interior and exterior.
- LPAS' in-house Director of Quality Assurance will provide quality control reviews at each stage of design to ensure a well-coordinated set of construction documents.
- The staff of design experts proposed will be the staff you see on your project - no substitutions.







EXHIBIT “B”

On-Call Architectural Services for:

City of Roseville
RFP 01-052

Roseville, California

Cost Proposal
April 18, 2022



TAB H

Hourly Rates

LPAS

Standard Hourly Rate Schedule

Personnel	Hourly Rate
Principal	$215
Project Manager 4	$195
Project Manager 3	$165
Project Manager 2	$155
Project Manager 1	$145
Designer 3	$170
Designer 2	$160
Designer 1	$150
Project Architect 3	$170
Project Architect 2	$160
Project Architect 1	$150
Prj. Coordinator 3	$145
Prj. Coordinator 2	$135
Prj. Coordinator 1	$125
Project LA Architect 3	$130
Project LA Architect 2	$120
Project LA Architect 1	$110
Project Administrator 3	$130
Project Administrator 2	$120
Project Administrator 1	$100
Job Captain 3	$110
Job Captain 2	$100
Job Captain 1	$90
Administrator 3	$130
Administrator 2	$110
Administrator 1	$100
Staff 3	$90
Staff 2	$80
Staff 1	$70

NOTE: These rates are subject to change annually on January 1st.

In-House Reimbursable Charges

Mileage	$0.64
Reproductions (per sheet)	
Letter 8.5x11 inches (b&w)	$0.07
Letter 8.5x11 inches (color)	$0.39
Letter 8.5x14 inches (b&w)	$0.09
Letter 8.5x14 inches (color)	$0.58
Tabloid 11x17 inches (b&w)	$0.14
Tabloid 11x17 inches (color)	$0.78
Plotter Output (per square foot)	
Black & White Bond	$0.49
Color Bond	$2.73

Unless otherwise specified by contract, charges for all outside consultant and reimbursable expenses are billed at cost plus 15%.

CALIFORNIA

STANDARD HOURLY RATES
AS OF JANUARY 1, 2022

Senior Principal	$230.00
Principal	$205.00
Senior Professional	$180.00
Professional	$155.00
Senior Technician	$135.00
Technician	$115.00
Clerical	$95.00

CONSULTING ENGINEERS
Engineering Solutions to Sustain

Fees for Professional Services

January 2022

Professional Services	Hourly Rates
Principal Mechanical/Electrical Engineer	$245.00
Associate/ PE Engineer / RCDD	$195.00
Project Manager /Engineer	$160.00
Senior Designer	$150.00
Designer	$135.00
CADD / Revit Technician	$110.00
Clerical	$75.00
Expenses	cost + 10%
Mileage	per mile $.56

1209 Pleasant Grove Blvd. ● Roseville, CA 95678 ● Phone: 916.771.0778
www.lpengineers.com

SACRAMENTO
HOURLY RATE SCHEDULE
KPFF CONSULTING ENGINEERS
2022

PRINCIPAL-IN-CHARGE / ENGINEER OF RECORD	$195
PROJECT MANAGER / SENIOR ENGINEER OR SURVEYOR	$170
PROJECT ENGINEER / SURVEYOR	$140
DESIGN ENGINEER / SURVEYOR	$120
SENIOR DRAFTER / MODELER	$120
DRAFTER / MODELER	$95
SURVEY PARTY CHIEF (w/equipment in the field)	$185 / $235*
SURVEY FIELD TECHNICIAN (w/ Party Chief in the field)	$85 / $110*

* Regular Rate / Prevailing Wage Rate

Note:
Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

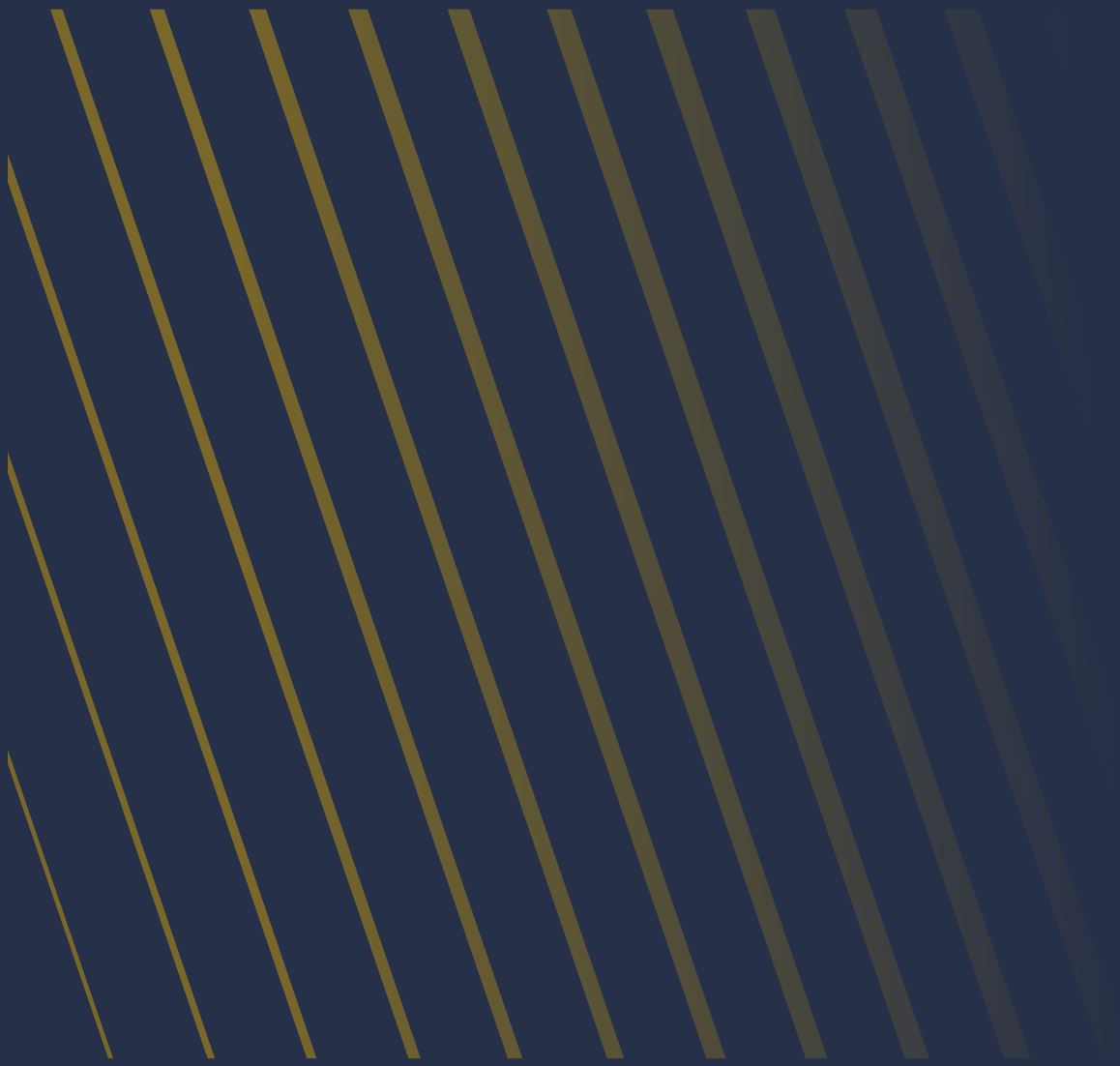
kpff

2250 Douglas Blvd. Suite 200 Roseville, CA 95661 916.772.7688 **kpff.com**

CUMMING
Building Value Through Expertise

2022 HOURLY RATES

Discipline	Hourly Rate
Cost Management Services	
Managing Director / Director / Regional Director	$210.00
Associate Director	$190.00
Senior Cost Manager / Senior MEP Cost Manager	$180.00
Cost Manager	$170.00
Assistant Cost Manager / Estimating Technician / Intern	$115.00



LPAS

Architecture + Design 2484 Natomas Park Drive Suite 100 Sacramento CA 95833 T 916 443 0335
49 Geary Street Suite 520 San Francisco CA 94108 T 415 213 0335 LPAS.com **Making Buildings Together**

RESOLUTION NO. 22-279

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PBK ARCHITECTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional design services agreement for on-call architectural services, by and between the City of Roseville and PBK Architects, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20___, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

On-Call Architectural Services

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and PBK Architects, Inc., a Texas Corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 01-052 for professional services consisting of on-call architectural services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated April 18, 2022, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional architectural services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2025. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed eight hundred twenty-five thousand dollars ($825,000) for the initial term of the Agreement. Total compensation shall not exceed three hundred twenty-five thousand dollars ($325,000) for the first optional one (1) year renewal of this Agreement and total compensation shall not exceed three hundred fifty thousand dollars ($350,000) for the second optional one (1) year renewal of this Agreement. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

CONSULTANT shall maintain their billing rates from the execution date of this Agreement through December 31, 2023. CITY will consider renegotiating billing rates for subsequent calendar years. CONSULTANT shall submit any proposed billing rate changes by December 1st for review by CITY.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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	$2,000,000 each occurrence $4,000,000 aggregate Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$2,000,000 per claim $4,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates

may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. 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.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

19. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Rjahja Canlas Design & Construction Project Mgr. 2005 Hilltop Circle Roseville, CA 95747	Bill Louie, Principal 1110 Iron Point Road, Ste. 200 Folsom, CA 95630

Either party may amend its address for notice by giving notice to the other party in writing.

23. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

PBK ARCHITECTS, INC., a Texas
corporation

BY: _____
its: PRESIDENT

and

BY: _____
its: SECRETARY

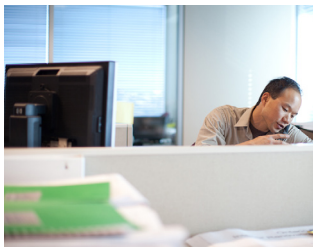
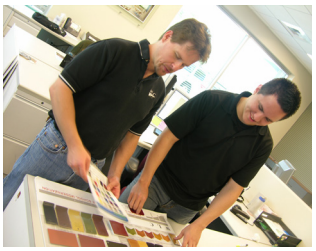
EXHIBIT “A”

City of Roseville

Request for Proposals

PROPOSAL FOR ON-CALL ARCHITECTURAL SERVICES

PBK


April 18, 2022

City of Roseville
City Clerk Department
311 Vernon Street
Roseville, CA 95678

Re: Request for Proposals (RFP 01-052)
On-Call Architectural Services
City of Roseville

Dear Selection Committee,

On behalf of PBK and our entire consulting team, thank you for the opportunity to submit our proposal for on-call services with the City of Roseville. As you may already be aware, our firm specializes in the planning and design of a wide variety of municipal projects. We have designed hundreds of such facilities, each of which is specifically tailored to the unique requirements of the communities they serve. We currently provide on-call services for the cities of Sacramento, Davis, Fairfield, and Rancho Cordova, and the counties of El Dorado and Sacramento. As you can imagine, we believe our experience makes us uniquely qualified for the type of services you are requesting.

PBK is a registered corporation with 550 employees corporate-wide. Our California practice is made up of eight regional offices totaling a combined staff of 250. Your projects will be managed by the professionals in our regional office in the Sacramento area.

I've hand-selected a team of professionals who have dedicated their careers to police station and essential service facilities. As Principal-in-Charge, I will closely collaborate with Max Medina (Technical Advisory Director), Jefferson Yu (Senior Project Manager), and Austin Duncklee (Architect, Project Manager) as we employ a **LISTEN**, **LEARN**, and **LEAD** management process to concisely monitor project scope, budget, and schedule. Constant free-flowing communication between project team members will ensure that your project is a success by anyone's standards. Our team shall remain in effect for the duration of the project.

As a Principal of the firm, I have the authority to execute legal documents on behalf of PBK and will be your main contact throughout the evaluation process. My project team is ready to begin work immediately and will adhere to the requirements described in this RFP. Additionally, we acknowledge receipt of Addendum 1 (March 28, 2022), and Addendum 2 (April 6, 2022).

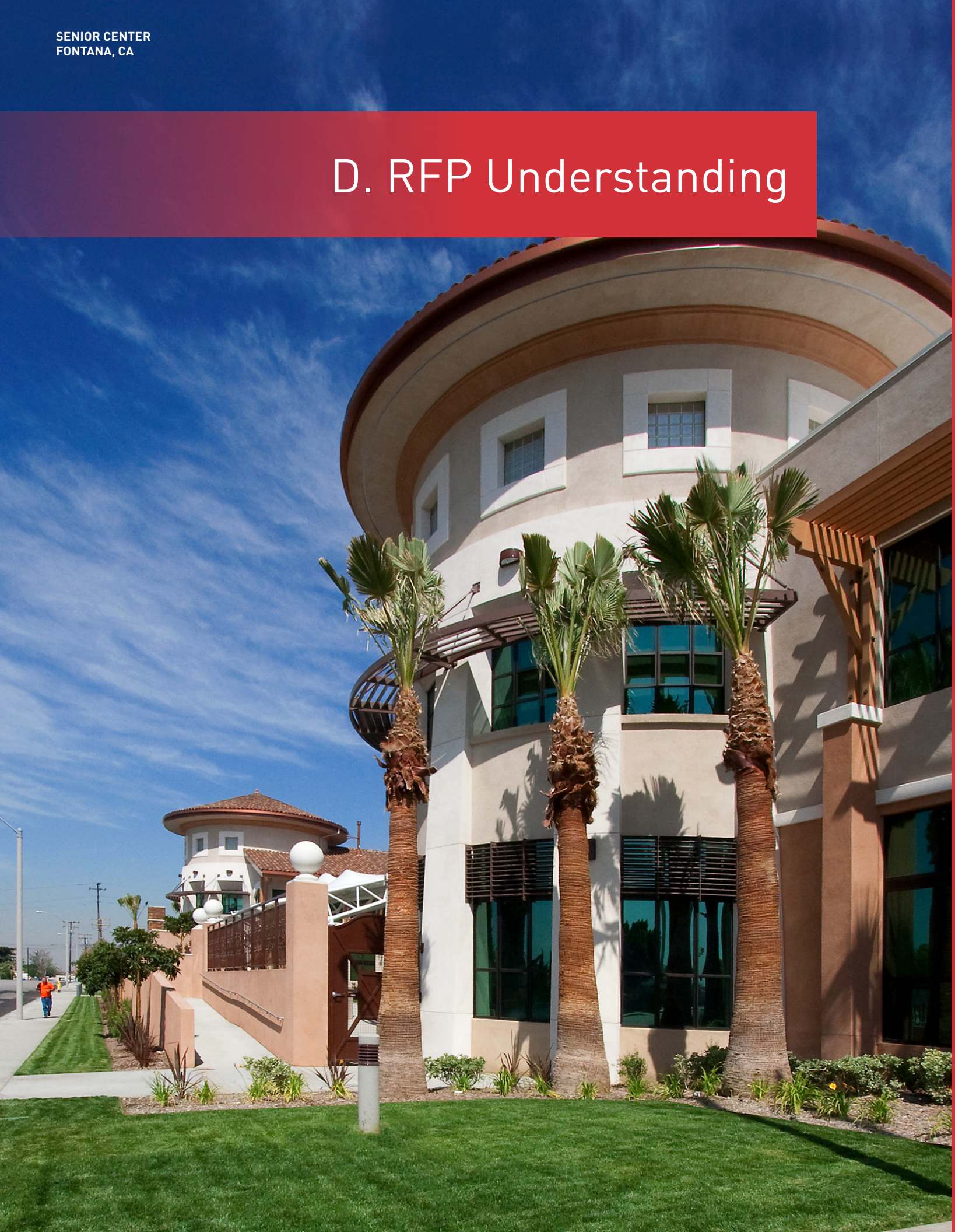
We look forward to being of service to the City of Roseville,



BILL LOUIE
Architect, AIA
Principal
email: bill.louie@pbk.com

SENIOR CENTER
FONTANA, CA

D. RFP Understanding



D. RFP Understanding

A. PROJECT UNDERSTANDING

PBK will provide architectural services for the City of Roseville's future projects in conformance with the scope contained in the RFP. Those tasks, activities, and schedule can include the following depending on project scope specifics:

Code Review
Conduct a comprehensive code analysis for conformance with applicable California Building Codes and local City and County codes. Schedule – Ongoing throughout project.

Site Evaluation and Planning
For either a new undeveloped site or a site with existing buildings, PBK is very experienced with analyzing opportunities and constraints both on-site and off-site. Each of our completed capital improvement projects includes this task. Schedule – Project pre-design activity with duration per specific project needs. Range 2 to 5 days per site.

Project Planning, Scoping, and Programming
PBK will conduct workshops with project stakeholders and users to identify current space needs as well as projecting future growth needs. This information will be collected and organized into a formal space program which will become the building blocks for design. Schedule – Project pre-design activity with duration per specific project needs. Range 1 to 3 weeks.

Conduct Feasibility Studies
This task is critical in determining the viability of a given project. With our knowledge of the local construction climate we can provide valuable data for not only construction costs but also the soft costs inclusive of project management, inspections, permitting, utility connections, furnishing and equipment, and professional design costs. The combination of both construction and soft costs is the Project Costs. Schedule – Range 1 to 2 weeks.

State and Local Agency Coordination
With over 1,000 projects completed in our 46-year firm history, we understand this critical step. We typically engage the applicable agencies as early in the process as possible. This way all project parameters can be identified early on and addressed accordingly through the project development. Schedule – Heavy in the beginning but this is an ongoing activity throughout project development.

Project Management
If needed by the City, PBK can provide the leadership necessary to manage a project or the project team as needed. Schedule – Ongoing throughout project.

Estimating and Scheduling
PBK prepares estimates internally utilizing our vast in-house database of local cost numbers. On occasion we can engage an independent cost estimating specialist to augment or verify our costs. In terms of scheduling, our approach is to tailor a schedule around anticipated occupancy needs. We regularly and constantly review the schedule at defined tasks and deliverables. Schedule – Ongoing throughout project.

Bidding/Contractor Selection
PBK is experienced with all project delivery methods from Design-Bid-Build, Design-Build, Lease-Lease Back, Multiple Prime, and negotiation with a selected contractor. Bidding and contractor selection activities are different for each method. PBK will always support and look out for the best interest of the City. Schedule – Range 2 to 5 weeks depending on project specifics.

CALGreen Building Standards and Codes
CALGreen is a mandatory requirement and PBK is well versed with compliance. Schedule – Ongoing throughout project.

CAD Services
AutoCAD is an industry standard. We have also prepared documents in Revit for certain projects. Schedule – As needed

Constructability Review
This is a mandatory activity with every PBK project. On occasion PBK has been retained as a consultant to review documents prepared by other professionals. Schedule – Range 1 to 2 weeks depending on project specifics.

Change Order Review
With the understanding that there is no "perfect" project, change orders are inevitable. PBK has the necessary expertise to break down a change order into both material and labor categories. We draw from our in-house cost database and use our network of local area contractors to analyze the breakdown. Schedule – 2 to 5 days depending on project specifics.

Contract Documents
This is the bread and butter task deliverable. Our 46-year history and over 1,000 completed projects demonstrates our ability to prepare a solid and tight set of plans and specifications that meets the project scope and budget. Schedule – Duration depending on project specifics.

Consultation on Proposed Improvement and New Work
PBK can provide consultant services either on a fixed fee or hourly. We can draw on many of the above noted activities to assist the City on almost any project type and scope. Schedule – Duration depending on project specifics.

Construction Administration
"We Love Construction" This is where the project team's hard work in document preparation comes to life. PBK will attend regular interval construction site meetings. PBK is very proactive and responsive to submittal reviews, RFIs, change requests, and closeout documentation. Schedule - Duration depending on project specifics.

Location of Office
Your project will be managed from our local offices located in Sacramento (22 miles) and Folsom (16 miles). While not a physical Roseville address, we do not see any issues with impromptu scheduling of meetings or responsiveness to site. In addition, most of our consultant engineering firms are local (Roseville, Rocklin and Sacramento). I guarantee the City will not be disappointed with PBK's commitment level to your project. Lastly it goes without saying that our office location to Roseville has zero effect on our proposed design fee.



B. PROJECT APPROACH

Having completed hundreds of essential service facilities spanning over four decades, we understand the unique nature of this very specific building type. Space programs tend to be very similar, however, the operational policy and procedures of each department can be vastly different. We recognize the need to understand the specific needs of each department to truly deliver a design tailored specifically for the end users.

PBK will employ an interactive design and planning process involving all project stakeholders to build a consensus design. This process employs a three step process Listen - Learn - Lead and it starts from day one with the pre-design and design phases.

LISTEN – Here at PBK, we are good listeners. This allows us to integrate ourselves as a team member and just absorb information before making any design suggestions. The City has already had much discussion in planning this project so we just need to be a fly on the wall and understand the project from the users' standpoint.

LEARN – While police stations typically have similar spaces, our experience tells us that every police department operates a bit differently. We want to fully understand the Roseville Police Department's daily operational routine. We also need to research and recognize the unique community influences which will have a major impact to the site and exterior building design. Typical issues such as noise, light spill, traffic, safety, and architectural style must be addressed.

LEAD – With information gathering complete, PBK will now begin the design process. We will lead the project design committee with a series of workshops. Unlike a meeting or presentation, workshops engage all participants in active and meaningful discussion. For each workshop, PBK will prepare various design alternatives as needed. The goal is to leave nothing on the table and to build a consensus design.

Employing our Listen, Learn, Lead process, PBK will endeavor to maintain clear and open communications for each member of the immediate and extended project team. Our ability to quickly sketch ideas is key to testing options immediately during project team meeting discussions. This real-time feedback is a PBK hallmark.







C. DESIGN TEAM METHODOLOGY

Our firm consistently utilizes a Design Team approach for establishing project delivery and control during all phases of planning and design. The primary contact will be our Principal-in-Charge, Bill Louie, AIA. The Principal-in-Charge will be responsible for coordinating our in-house architectural team and our consultant team. The Team remains with the project from concept through completion. Therefore, continuity of the project participants and of the process is achieved. The Design Team shall produce all necessary reports, studies, drawings, models, renderings, and cost estimates, and shall perform all necessary administrative, management, and coordination services throughout the entire course of the project.

Our organization reflects a commitment towards planning and design in a team approach rather than on an individual basis. We feel that the final product can be substantially improved by a process which reflects many more design alternatives and ideas available for consideration and input. We believe that the success of the project depends upon involving all appropriate parties early on and throughout the planning and design process. It is important that an Executive Design Team comprised of Fire, Police, Public Works and City Staff be formed to provide consistent review and input. With our municipal design experience, it is our job to explore options and alternatives that meet the needs of the program, and to provide design schemes that can be depended upon to be the best possible solutions.



D. PROJECT COMMITTEE

Our approach to your project depends upon a participatory process with the Executive Design Team who will provide the overall guidance. The Executive Design Team can be further broken down into project committees focusing on each specific project to enhance overall communications. The exchange of information is critical to the process of planning, design, and construction. Periodic progress and review meetings will be established with milestone presentations and periods for comprehensive review during the entire project process. Beneficial and informal design workshops are also envisioned to explore options and alternatives likely to be discovered in the planning and design process.







E. KEY OBJECTIVES

Because of the factors that will influence overall design, it is necessary that the Project Team have appropriate resources, expertise, and knowledge to provide the correct methodology to resolve project requirements. More importantly, we perceive that many opportunities and challenges exist. Our approach to design establishes a well crafted set of work tasks, responsibilities, and products to provide thoughtful solutions that innovate the best possible responses to the City's needs, opportunities, and available resources. We will seek to explore the following objectives in your project:

1. Creation of an efficient, functional, and interactive facility responsive to the service objectives.

2. Consolidation of building and site elements to minimize development impacts and to maximize continuity of structural, mechanical, electrical, telecommunications, and site infrastructure components.

3. Achievement of a compact plan to establish clear, public, staff, and departmental areas in order to maximize functional efficiency, privacy, and security.

4. Explore opportunities to use combined passive and active technologies for energy conservation.

5. Consider and select appropriate environmental systems, materials, and finishes that achieve work and living environments while producing a durable, low maintenance facility.

6. Prepare alternative design concepts and recognize that value, performance, and image characteristics make significant contributions to team building, retention, and recruitment of valuable personnel.

7. Create forward thinking environments that are flexible to ever-changing technologies and that anticipate future change and expansion.

8. A community oriented, inviting, and friendly design that initiates public confidence and support while reinforcing staff professionalism and camaraderie.

9. A personalized setting to promote gender privacy is essential to eliminating stress and to respond to the individual housing needs of both male and female staff members.

MAINTAIN OPEN & CLEAR COMMUNICATION

PBK unifying principle

EXHIBIT “B”

Cost Proposal

PBK Corporate rate schedule for 2022. Consultant rate schedules can be provided pending engagement of their services.

PBK Hourly Rate Schedule

ROLE	RATE
Principal	$260.00
Associate/Director/Coordinator	$230.00
Senior Project Architect/Manager	$210.00
Senior Construction Administrator	$210.00
Project Architect/Manager/Designer	$180.00
Construction Administrator	$180.00
Project Leader	$150.00
Design Studio/Project Coordinator	$140.00
Architectural/Designer Intern	$130.00
Clerical/Specification Writer	$110.00

Reimbursable Expenses

General copies for progress reviews, travel costs, and mail are covered under our proposed fixed fee. Bulk copies for bid set distribution or City internal staff distribution shall be billed at direct cost with no PBK markup.

Invoicing

Our invoicing will occur at monthly intervals until completion of all services. The format will be itemized by work phase tasks and billed at percentage of completion of each task for that month.



BILL LOUIE
Architect, AIA
Principal
bill.louie@pbk.com

COUNCIL COMMUNICATION

CC #: 2220
File #: 0600-01 & 0201-01

Title: Staffing Changes
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.17.

RECOMMENDATION TO COUNCIL

As part of an ongoing assessment of the appropriate staffing structure to provide a high level of service to the community, the City recently engaged a consulting firm to conduct a job classification study of selected classes in the Environmental Utilities and Finance Departments. The resulting recommendations properly classify employees to better reflect the duties being assigned. Staff is also recommending vacant positions in Environmental Utilities and Parks, Recreation and Libraries be reclassified to better meet the business needs of the departments. Staff recommends that City Council take the following actions:

1. Adopt an ordinance to approve the Local 39 A & B (Appendix C) salary schedules to reflect the addition of Waste Services Clerk I/II (1098A, 1098B, 1099A, 1099B) effective July 30, 2022; and
2. Adopt an ordinance to approve Temporary salary schedule (Appendix O) to reflect the addition of Aquatics Facilities Maintenance Worker (1100) and retitling of Day Care Aide (9507), Day Care Teacher (9508) and Senior Day Care Teacher (9538) effective July 30, 2022; and
3. Motion to approve the attached city-wide allocation schedule effective July 30, 2022.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is responsible for maintaining the City's classification plan. The Human Resources staff is continually evaluating organizational structure and staffing levels necessary to provide high levels of service to the community. As part of this effort, a consulting firm conducted job analysis of selected classes in the Finance and Environmental Utilities (EU) departments. The recommendations of the study properly classify employees in an effort to address recruitment challenges and support employee retention. The study recommendations included job specification updates for all classifications studied and the reclassification of 7 employees.

Study Recommendations

Reclassifications

Current Classification	Reclassify	Employees by Full-time Equivalent (FTE)
Finance Clerk I/II	Finance Technician I/II	4.625
Finance Clerk I/II	Waste Services Clerk I/II	2.000

Adds

Grade Codes	Classification Name	Monthly Salary Range Minimum	Monthly Salary Range Maximum	Bargaining Unit
1098A, 1098B	Waste Services Clerk I	$3,190	$4,489	Local 39
1099A, 1099B	Waste Services Clerk II	$3,509	$4,937	Local 39

Department Staffing Changes

Staff is requesting the following changes by department.

Finance

From	To	Current Salary & Benefits	Proposed Salary & Benefits	FTE	Annual Impact *	Impact for remaining FY 2022-23
Finance Clerks I/II	Finance Technician I/II	$91,872	$109,019	4.625	$79,305	$76,255

*This amount includes the estimated annual pension cost of $5,547.

Environmental Utilities

In addition to the classification study recommendation, EU is also requesting that a vacant Utility Government Relations Administrator position change to a Government Relations Representative I/II position.

From	To	Current Salary & Benefits	Proposed Salary & Benefits	FTE	Annual Impact *	Impact for remaining FY 2022-23
Finance Clerks I/II	Waste Services Clerk I/II	$91,872	$91,872	2	$0	$0
Utility Government	Government Relations	$204,902	$169,465	1	-$35,437	-$34,074

Relations Administrator	Representative I/II

Total: -$34,074

*This amount includes the estimated annual pension savings of $2,479

Parks, Recreation and Libraries

The Parks, Recreation and Libraries (PRL) department is requesting that two vacant positions change to positions better aligned with the work assigned. In addition, PRL is requesting one new temporary classification and the retitle of three temporary classes.

From	To	Current Salary & Benefits	Proposed Salary & Benefits	FTE	Annual Impact *	Impact for remaining FY 2022-23
Parks Maintenance Worker I/II	Senior Natural Resources Worker	$96,810	$111,811	1	$15,001	$14,425
Assistant Child Care Site Coordinator	Administrative Technician	$97,148	$120,716	1	$23,568	$22,662
					Total:	$37,087

*This amount includes the estimated annual pension cost of $2,698.

Temporary Job Changes

Add:

Grade Codes	Classification Name	Hourly Salary Range Minimum	Hourly Salary Range Maximum	Bargaining Unit
1100	Aquatics Facilities Maintenance Worker	$18.0000	$21.8791	Temporary

Title Changes:

Job Code	Current Job Title	New Job Title
9507	Day Care Aide	Child Care Aide
9508	Day Care Teacher	Child Care Teacher
9538	Senior Day Care Teacher	Senior Child Care Teacher

FISCAL IMPACT

The recommendation for position reclassifications in the Finance Department will cost the General Fund approximately $79,000 ongoing, with $76,000 for the remainder of FY2022-23. The ongoing cost will be incorporated into the FY2023-24 budget. The reclassification of the Park

Maintenance Worker will be offset by a reduction in budget for temporary staffing. There are adequate funds available in the FY2022-23 General Fund budget to fund the cost of these position changes for the remainder of the year.

The cost to reclassify the Assistant Child Care Site Coordinator to an Administrative Technician is approximately $24,000. Increased revenues anticipated in the Youth Development Fund will offset these additional costs.

The recommendations to reclassify positions in the EU funds will result in an ongoing annual savings of approximately $34,000.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The proposed staffing changes meet the above criteria and are not subject to CEQA. No additional environmental review is required.

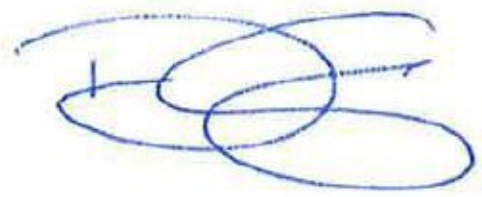
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6536

2022-07-30 Local 39 Salary Schedule-A

2022-07-30 Local 39 Salary Schedule-B

Ordinance 6537

2022-07-30 Temporary Salary Schedule

2022-07-30 Position Allocation Schedule

ORDINANCE NO. 6536

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6467, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JULY 30, 2022, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6467, the Salary Ordinance for employees represented by the International Union of Operating Engineers, Stationary Engineers, Local 39, is hereby amended as shown on Appendix "C" for salary schedules A & B attached hereto.

ADDITION OF CLASSIFICATION

Classification No.	Position Title	Hourly Rate
1098A/1098B	Water Services Clerk 1	25.89
1099A/1099B	Water Services Clerk II	28.48

SECTION 2. Salary Schedule Effective Date.

This Ordinance shall be effective July 30, 2022 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect July 30, 2022. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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 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 said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20___, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

City of Roseville

Salary Schedule: Stationary Engineers Local 39-A

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LO39 Stationary Engineers Local 39

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0035A	Accountant I-A	Step A	29.9118	2392.94	5184.71	62216.54
		Step B	31.4075	2512.60	5443.97	65327.60
		Step C	32.9778	2638.22	5716.15	68593.82
		Step D	34.6266	2770.13	6001.94	72023.33
		Step E	36.3581	2908.65	6302.07	75624.85
		Step F	38.1758	3054.06	6617.14	79405.66
		Step G	40.0847	3206.78	6948.01	83376.18
		Step H	42.0889	3367.11	7295.41	87544.91
0040A	Accountant II-A	Step A	32.9029	2632.23	5703.17	68438.03
		Step B	34.5482	2763.86	5988.35	71860.26
		Step C	36.2755	2902.04	6287.75	75453.04
		Step D	38.0894	3047.15	6602.16	79225.95
		Step E	39.9939	3199.51	6932.28	83187.31
		Step F	41.9935	3359.48	7278.87	87346.48
		Step G	44.0932	3527.46	7642.82	91713.86
		Step H	46.2978	3703.82	8024.95	96299.42

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1003A	Administrative Supervisor-A	Step A	30.5885	2447.08	5302.01	63624.08
		Step B	32.1180	2569.44	5567.12	66805.44
		Step C	33.7240	2697.92	5845.49	70145.92
		Step D	35.4101	2832.81	6137.75	73653.01
		Step E	37.1806	2974.45	6444.64	77335.65
		Step F	39.0397	3123.18	6766.88	81202.58
		Step G	40.9916	3279.33	7105.21	85262.53
		Step H	43.0411	3443.29	7460.46	89525.49
0084A	Administrative Technician-A	Step A	26.5988	2127.90	4610.46	55325.50
		Step B	27.9288	2234.30	4840.99	58091.90
		Step C	29.3252	2346.02	5083.03	60996.42
		Step D	30.7914	2463.31	5337.18	64046.11
		Step E	32.3310	2586.48	5604.04	67248.48
		Step F	33.9476	2715.81	5884.25	70611.01
		Step G	35.6450	2851.60	6178.47	74141.60
		Step H	37.4271	2994.17	6487.36	77848.37

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8302A	Aquatics Maintenance Technician-A	Step A	26.9830	2158.64	4677.05	56124.64
		Step B	28.3321	2266.57	4910.90	58930.77
		Step C	29.7488	2379.90	5156.46	61877.50
		Step D	31.2361	2498.89	5414.26	64971.09
		Step E	32.7980	2623.84	5684.99	68219.84
		Step F	34.4377	2755.02	5969.20	71630.42
		Step G	36.1597	2892.78	6267.68	75212.18
		Step H	37.9677	3037.42	6581.07	78972.82
8300A	Arborist Technician-A	Step A	26.9830	2158.64	4677.05	56124.64
		Step B	28.3321	2266.57	4910.90	58930.77
		Step C	29.7488	2379.90	5156.46	61877.50
		Step D	31.2361	2498.89	5414.26	64971.09
		Step E	32.7980	2623.84	5684.99	68219.84
		Step F	34.4377	2755.02	5969.20	71630.42
		Step G	36.1597	2892.78	6267.68	75212.18
		Step H	37.9677	3037.42	6581.07	78972.82

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0376A	Assistant Child Care Site Coordinator-A	Step A	21.4056	1712.45	3710.30	44523.65
		Step B	22.4758	1798.06	3895.81	46749.66
		Step C	23.5996	1887.97	4090.60	49087.17
		Step D	24.7795	1982.36	4295.11	51541.36
		Step E	26.0186	2081.49	4509.89	54118.69
		Step F	27.3195	2185.56	4735.38	56824.56
		Step G	28.6854	2294.83	4972.14	59665.63
		Step H	30.1198	2409.58	5220.77	62649.18
0338A	Assistant Engineer-A	Step A	36.0720	2885.76	6252.48	75029.76
		Step B	37.8756	3030.05	6565.10	78781.25
		Step C	39.7694	3181.55	6893.36	82720.35
		Step D	41.7578	3340.62	7238.02	86856.22
		Step E	43.8458	3507.66	7599.94	91199.26
		Step F	46.0381	3683.05	7979.94	95759.25
		Step G	48.3399	3867.19	8378.92	100546.99
		Step H	50.7570	4060.56	8797.88	105574.56

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0650A	Assistant Planner-A	Step A	28.3942	2271.54	4921.66	59059.94
		Step B	29.8139	2385.11	5167.74	62012.91
		Step C	31.3046	2504.37	5426.13	65113.57
		Step D	32.8698	2629.58	5697.43	68369.18
		Step E	34.5133	2761.06	5982.31	71787.66
		Step F	36.2389	2899.11	6281.41	75376.91
		Step G	38.0509	3044.07	6595.49	79145.87
		Step H	39.9534	3196.27	6925.26	83103.07
1005A	Associate Engineer (PE)-A	Step A	40.6678	3253.42	7049.09	84589.02
		Step B	42.7011	3416.09	7401.52	88818.29
		Step C	44.8363	3586.90	7771.63	93259.50
		Step D	47.0780	3766.24	8160.19	97922.24
		Step E	49.4320	3954.56	8568.21	102818.56
		Step F	51.9036	4152.29	8996.62	107959.49
		Step G	54.4986	4359.89	9446.42	113357.09
		Step H	57.2237	4577.90	9918.77	119025.30

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0820A	Associate Engineer-A	Step A	38.7313	3098.50	6713.43	80561.10
		Step B	40.6678	3253.42	7049.09	84589.02
		Step C	42.7013	3416.10	7401.56	88818.70
		Step D	44.8363	3586.90	7771.63	93259.50
		Step E	47.0781	3766.25	8160.20	97922.45
		Step F	49.4321	3954.57	8568.23	102818.77
		Step G	51.9036	4152.29	8996.62	107959.49
		Step H	54.4987	4359.90	9446.44	113357.30
0900A	Associate Planner-A	Step A	32.6534	2612.27	5659.92	67919.07
		Step B	34.2859	2742.87	5942.89	71314.67
		Step C	36.0003	2880.02	6240.05	74880.62
		Step D	37.8002	3024.02	6552.03	78624.42
		Step E	39.6902	3175.22	6879.63	82555.62
		Step F	41.6748	3333.98	7223.63	86683.58
		Step G	43.7585	3500.68	7584.81	91017.68
		Step H	45.9464	3675.71	7964.04	95568.51

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1018A	Building Inspector I-A	Step A	28.0399	2243.19	4860.25	58322.99
		Step B	29.4419	2355.35	5103.26	61239.15
		Step C	30.9140	2473.12	5358.43	64301.12
		Step D	32.4598	2596.78	5626.37	67516.38
		Step E	34.0828	2726.62	5907.69	70892.22
		Step F	35.7868	2862.94	6203.05	74436.54
		Step G	37.5763	3006.10	6513.23	78158.70
		Step H	39.4551	3156.41	6838.88	82066.61
1019A	Building Inspector II-A	Step A	30.8440	2467.52	5346.29	64155.52
		Step B	32.3862	2590.90	5613.61	67363.30
		Step C	34.0055	2720.44	5894.29	70731.44
		Step D	35.7058	2856.46	6189.01	74268.06
		Step E	37.4911	2999.29	6498.46	77981.49
		Step F	39.3656	3149.25	6823.37	81880.45
		Step G	41.3339	3306.71	7164.54	85974.51
		Step H	43.4006	3472.05	7522.77	90273.25

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9425A	Building Maintenance Aide-A	Step A	19.8610	1588.88	3442.57	41310.88
		Step B	20.8540	1668.32	3614.69	43376.32
		Step C	21.8968	1751.74	3795.45	45545.34
		Step D	22.9917	1839.34	3985.23	47822.74
		Step E	24.1412	1931.30	4184.47	50213.70
		Step F	25.3483	2027.86	4393.71	52724.46
		Step G	26.6157	2129.26	4613.39	55360.66
		Step H	27.9465	2235.72	4844.06	58128.72
1030A	Building Maintenance Worker I-A	Step A	23.8332	1906.66	4131.09	49573.06
		Step B	25.0249	2001.99	4337.65	52051.79
		Step C	26.2761	2102.09	4554.52	54654.29
		Step D	27.5899	2207.19	4782.25	57386.99
		Step E	28.9695	2317.56	5021.38	60256.56
		Step F	30.4179	2433.43	5272.44	63269.23
		Step G	31.9389	2555.11	5536.08	66432.91
		Step H	33.5357	2682.86	5812.85	69754.26

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1032A	Building Maintenance Worker II-A	Step A	26.2166	2097.33	4544.21	54530.53
		Step B	27.5274	2202.19	4771.42	57256.99
		Step C	28.9038	2312.30	5009.99	60119.90
		Step D	30.3488	2427.90	5260.46	63125.50
		Step E	31.8663	2549.30	5523.49	66281.90
		Step F	33.4597	2676.78	5799.68	69596.18
		Step G	35.1326	2810.61	6089.65	73075.81
		Step H	36.8892	2951.14	6394.13	76729.54
1045A	Building Plans Examiner I-A	Step A	29.2844	2342.75	5075.96	60911.55
		Step B	30.7487	2459.90	5329.77	63957.30
		Step C	32.2861	2582.89	5596.26	67155.09
		Step D	33.9003	2712.02	5876.05	70512.62
		Step E	35.5954	2847.63	6169.87	74038.43
		Step F	37.3752	2990.02	6478.37	77740.42
		Step G	39.2438	3139.50	6802.26	81627.10
		Step H	41.2061	3296.49	7142.39	85708.69

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1047A	Building Plans Examiner II-A	Step A	32.2127	2577.02	5583.53	67002.42
		Step B	33.8236	2705.89	5862.76	70353.09
		Step C	35.5146	2841.17	6155.86	73870.37
		Step D	37.2903	2983.22	6463.65	77563.82
		Step E	39.1549	3132.39	6786.85	81442.19
		Step F	41.1127	3289.02	7126.20	85514.42
		Step G	43.1683	3453.46	7482.51	89790.06
		Step H	45.3268	3626.14	7856.65	94279.74
1361A	Business Systems Analyst I-A	Step A	33.1203	2649.62	5740.85	68890.22
		Step B	34.7764	2782.11	6027.91	72334.91
		Step C	36.5151	2921.21	6329.28	75951.41
		Step D	38.3408	3067.26	6645.74	79748.86
		Step E	40.2580	3220.64	6978.05	83736.64
		Step F	42.2709	3381.67	7326.96	87923.47
		Step G	44.3843	3550.74	7693.28	92319.34
		Step H	46.6036	3728.29	8077.96	96935.49

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1362A	Business Systems Analyst II-A	Step A	36.4323	2914.58	6314.93	75779.18
		Step B	38.2539	3060.31	6630.68	79568.11
		Step C	40.1668	3213.34	6962.25	83546.94
		Step D	42.1750	3374.00	7310.33	87724.00
		Step E	44.2837	3542.70	7675.84	92110.10
		Step F	46.4980	3719.84	8059.65	96715.84
		Step G	48.8228	3905.82	8462.62	101551.42
		Step H	51.2639	4101.11	8885.74	106628.91
1055A	Buyer I-A	Step A	25.2070	2016.56	4369.21	52430.56
		Step B	26.4674	2117.39	4587.68	55052.19
		Step C	27.7907	2223.26	4817.05	57804.66
		Step D	29.1802	2334.42	5057.90	60694.82
		Step E	30.6392	2451.14	5310.79	63729.54
		Step F	32.1712	2573.70	5576.34	66916.10
		Step G	33.7798	2702.38	5855.17	70261.98
		Step H	35.4688	2837.50	6147.93	73775.10

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1060A	Buyer II-A	Step A	27.7277	2218.22	4806.13	57673.62
		Step B	29.1140	2329.12	5046.43	60557.12
		Step C	30.5698	2445.58	5298.77	63585.18
		Step D	32.0982	2567.86	5563.69	66764.26
		Step E	33.7031	2696.25	5841.87	70102.45
		Step F	35.3883	2831.06	6133.97	73607.66
		Step G	37.1578	2972.62	6440.69	77288.22
		Step H	39.0157	3121.26	6762.72	81152.66
1225A	Child Care Site Coordinator-A	Step A	24.6163	1969.30	4266.83	51201.90
		Step B	25.8472	2067.78	4480.18	53762.18
		Step C	27.1396	2171.17	4704.20	56450.37
		Step D	28.4966	2279.73	4939.41	59272.93
		Step E	29.9214	2393.71	5186.38	62236.51
		Step F	31.4174	2513.39	5445.68	65348.19
		Step G	32.9883	2639.06	5717.97	68615.66
		Step H	34.6377	2771.02	6003.87	72046.42

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1226A	City Clerk Technician I-A	Step A	25.2485	2019.88	4376.41	52516.88
		Step B	26.5110	2120.88	4595.24	55142.88
		Step C	27.8365	2226.92	4824.99	57899.92
		Step D	29.2283	2338.26	5066.24	60794.86
		Step E	30.6898	2455.18	5319.57	63834.78
		Step F	32.2242	2577.94	5585.53	67026.34
		Step G	33.8355	2706.84	5864.82	70377.84
		Step H	35.5273	2842.18	6158.07	73896.78
1227A	City Clerk Technician II-A	Step A	27.7733	2221.86	4814.04	57768.46
		Step B	29.1621	2332.97	5054.76	60657.17
		Step C	30.6201	2449.61	5307.48	63689.81
		Step D	32.1511	2572.09	5572.86	66874.29
		Step E	33.7588	2700.70	5851.53	70218.30
		Step F	35.4467	2835.74	6144.09	73729.14
		Step G	37.2191	2977.53	6451.31	77415.73
		Step H	39.0801	3126.41	6773.88	81286.61

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1364A	Code Enforcement Inspector I-A	Step A	25.0039	2000.31	4334.01	52008.11
		Step B	26.2542	2100.34	4550.73	54608.74
		Step C	27.5668	2205.34	4778.25	57338.94
		Step D	28.9452	2315.62	5017.17	60206.02
		Step E	30.3924	2431.39	5268.02	63216.19
		Step F	31.9119	2552.95	5531.40	66376.75
		Step G	33.5075	2680.60	5807.97	69695.60
		Step H	35.1829	2814.63	6098.37	73180.43
1369A	Code Enforcement Inspector II-A	Step A	27.5043	2200.34	4767.41	57208.94
		Step B	28.8794	2310.35	5005.76	60069.15
		Step C	30.3235	2425.88	5256.07	63072.88
		Step D	31.8397	2547.18	5518.88	66226.58
		Step E	33.4315	2674.52	5794.79	69537.52
		Step F	35.1032	2808.26	6084.55	73014.66
		Step G	36.8583	2948.66	6388.77	76665.26
		Step H	38.7013	3096.10	6708.23	80498.70

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1401A	Community Relations Analyst-A	Step A	35.9299	2874.39	6227.85	74734.19
		Step B	37.7263	3018.10	6539.23	78470.70
		Step C	39.6127	3169.02	6866.20	82394.42
		Step D	41.5934	3327.47	7209.52	86514.27
		Step E	43.6729	3493.83	7569.97	90839.63
		Step F	45.8567	3668.54	7948.49	95381.94
		Step G	48.1495	3851.96	8345.91	100150.96
		Step H	50.5570	4044.56	8763.21	105158.56
1248A	Construction Inspection Supervisor-A	Step A	38.5115	3080.92	6675.33	80103.92
		Step B	40.4371	3234.97	7009.10	84109.17
		Step C	42.4590	3396.72	7359.56	88314.72
		Step D	44.5819	3566.55	7727.53	92730.35
		Step E	46.8109	3744.87	8113.89	97366.67
		Step F	49.1515	3932.12	8519.59	102235.12
		Step G	51.6091	4128.73	8945.58	107346.93
		Step H	54.1895	4335.16	9392.85	112714.16

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1432A	Construction Inspector I-A	Step A	27.6763	2214.10	4797.23	57566.70
		Step B	29.0600	2324.80	5037.07	60444.80
		Step C	30.5130	2441.04	5288.92	63467.04
		Step D	32.0387	2563.10	5553.37	66640.50
		Step E	33.6406	2691.25	5831.04	69972.45
		Step F	35.3227	2825.82	6122.60	73471.22
		Step G	37.0888	2967.10	6428.73	77144.70
		Step H	38.9433	3115.46	6750.17	81002.06
1434A	Construction Inspector II-A	Step A	30.4438	2435.50	5276.93	63323.10
		Step B	31.9661	2557.29	5540.79	66489.49
		Step C	33.5644	2685.15	5817.83	69813.95
		Step D	35.2426	2819.41	6108.72	73304.61
		Step E	37.0047	2960.38	6414.15	76969.78
		Step F	38.8550	3108.40	6734.87	80818.40
		Step G	40.7977	3263.82	7071.60	84859.22
		Step H	42.8375	3427.00	7425.17	89102.00

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1450A	Courier-A	Step A	16.5190	1321.52	2863.29	34359.52
		Step B	17.3451	1387.61	3006.48	36077.81
		Step C	18.2123	1456.98	3156.80	37881.58
		Step D	19.1229	1529.83	3314.64	39775.63
		Step E	20.0792	1606.34	3480.39	41764.74
		Step F	21.0830	1686.64	3654.39	43852.64
		Step G	22.1374	1770.99	3837.15	46045.79
		Step H	23.2439	1859.51	4028.94	48347.31
1485A	Custodian-A	Step A	18.3579	1468.63	3182.04	38184.43
		Step B	19.2757	1542.06	3341.12	40093.46
		Step C	20.2396	1619.17	3508.20	42098.37
		Step D	21.2515	1700.12	3683.59	44203.12
		Step E	22.3140	1785.12	3867.76	46413.12
		Step F	23.4296	1874.37	4061.13	48733.57
		Step G	24.6013	1968.10	4264.23	51170.70
		Step H	25.8314	2066.51	4477.44	53729.31

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1546A	Data Management Specialist I-A	Step A	33.1203	2649.62	5740.85	68890.22
		Step B	34.7764	2782.11	6027.91	72334.91
		Step C	36.5151	2921.21	6329.28	75951.41
		Step D	38.3408	3067.26	6645.74	79748.86
		Step E	40.2580	3220.64	6978.05	83736.64
		Step F	42.2709	3381.67	7326.96	87923.47
		Step G	44.3843	3550.74	7693.28	92319.34
		Step H	46.6036	3728.29	8077.96	96935.49
1548A	Data Management Specialist II-A	Step A	36.4323	2914.58	6314.93	75779.18
		Step B	38.2539	3060.31	6630.68	79568.11
		Step C	40.1668	3213.34	6962.25	83546.94
		Step D	42.1750	3374.00	7310.33	87724.00
		Step E	44.2837	3542.70	7675.84	92110.10
		Step F	46.4980	3719.84	8059.65	96715.84
		Step G	48.8228	3905.82	8462.62	101551.42
		Step H	51.2639	4101.11	8885.74	106628.91

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1551A	Database Analyst I-A	Step A	33.1203	2649.62	5740.85	68890.22
		Step B	34.7764	2782.11	6027.91	72334.91
		Step C	36.5151	2921.21	6329.28	75951.41
		Step D	38.3408	3067.26	6645.74	79748.86
		Step E	40.2580	3220.64	6978.05	83736.64
		Step F	42.2709	3381.67	7326.96	87923.47
		Step G	44.3843	3550.74	7693.28	92319.34
		Step H	46.6036	3728.29	8077.96	96935.49
1552A	Database Analyst II-A	Step A	36.4323	2914.58	6314.93	75779.18
		Step B	38.2539	3060.31	6630.68	79568.11
		Step C	40.1668	3213.34	6962.25	83546.94
		Step D	42.1750	3374.00	7310.33	87724.00
		Step E	44.2837	3542.70	7675.84	92110.10
		Step F	46.4980	3719.84	8059.65	96715.84
		Step G	48.8228	3905.82	8462.62	101551.42
		Step H	51.2639	4101.11	8885.74	106628.91

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1660A	Deputy City Clerk I-A	Step A	18.3221	1465.77	3175.83	38109.97
		Step B	19.2381	1539.05	3334.60	40015.25
		Step C	20.2001	1616.01	3501.35	42016.21
		Step D	21.2101	1696.81	3676.42	44117.01
		Step E	22.2706	1781.65	3860.24	46322.85
		Step F	23.3841	1870.73	4053.24	48638.93
		Step G	24.5532	1964.26	4255.89	51070.66
		Step H	25.7809	2062.47	4468.69	53624.27
1665A	Deputy City Clerk II-A	Step A	20.1542	1612.34	3493.39	41920.74
		Step B	21.1620	1692.96	3668.08	44016.96
		Step C	22.2201	1777.61	3851.48	46217.81
		Step D	23.3310	1866.48	4044.04	48528.48
		Step E	24.4976	1959.81	4246.25	50955.01
		Step F	25.7225	2057.80	4458.57	53502.80
		Step G	27.0086	2160.69	4681.49	56177.89
		Step H	28.3590	2268.72	4915.56	58986.72

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1095A	Development Services Business Analyst I-A	Step A	31.3986	2511.89	5442.42	65309.09
		Step B	32.9685	2637.48	5714.54	68574.48
		Step C	34.6170	2769.36	6000.28	72003.36
		Step D	36.3478	2907.82	6300.29	75603.42
		Step E	38.1652	3053.22	6615.30	79383.62
		Step F	40.0735	3205.88	6946.07	83352.88
		Step G	42.0771	3366.17	7293.36	87520.37
		Step H	44.1810	3534.48	7658.04	91896.48
1096A	Development Services Business Analyst II-A	Step A	34.5384	2763.07	5986.66	71839.87
		Step B	36.2654	2901.23	6286.00	75432.03
		Step C	38.0786	3046.29	6600.29	79203.49
		Step D	39.9825	3198.60	6930.30	83163.60
		Step E	41.9817	3358.54	7276.83	87321.94
		Step F	44.0808	3526.46	7640.67	91688.06
		Step G	46.2849	3702.79	8022.72	96272.59
		Step H	48.5991	3887.93	8423.84	101086.13

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1670A	Development Technician I-A	Step A	23.0795	1846.36	4000.45	48005.36
		Step B	24.2336	1938.69	4200.49	50405.89
		Step C	25.4451	2035.61	4410.48	52925.81
		Step D	26.7176	2137.41	4631.05	55572.61
		Step E	28.0535	2244.28	4862.61	58351.28
		Step F	29.4562	2356.50	5105.74	61268.90
		Step G	30.9288	2474.30	5360.99	64331.90
		Step H	32.4754	2598.03	5629.07	67548.83
1672A	Development Technician II-A	Step A	25.3874	2030.99	4400.48	52805.79
		Step B	26.6570	2132.56	4620.55	55446.56
		Step C	27.9897	2239.18	4851.55	58218.58
		Step D	29.3893	2351.14	5094.15	61129.74
		Step E	30.8587	2468.70	5348.84	64186.10
		Step F	32.4018	2592.14	5616.31	67395.74
		Step G	34.0218	2721.74	5897.11	70765.34
		Step H	35.7229	2857.83	6191.97	74303.63

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9549A	ERP Business Analyst I-A	Step A	34.4935	2759.48	5978.87	71746.48
		Step B	36.2181	2897.45	6277.80	75333.65
		Step C	38.0290	3042.32	6591.69	79100.32
		Step D	39.9305	3194.44	6921.29	83055.44
		Step E	41.9270	3354.16	7267.35	87208.16
		Step F	44.0233	3521.86	7630.71	91568.46
		Step G	46.2245	3697.96	8012.25	96146.96
		Step H	48.5358	3882.86	8412.87	100954.46
9550A	ERP Business Analyst II-A	Step A	37.9428	3035.42	6576.75	78921.02
		Step B	39.8400	3187.20	6905.60	82867.20
		Step C	41.8319	3346.55	7250.86	87010.35
		Step D	43.9235	3513.88	7613.41	91360.88
		Step E	46.1197	3689.58	7994.08	95928.98
		Step F	48.4257	3874.06	8393.79	100725.46
		Step G	50.8470	4067.76	8813.48	105761.76
		Step H	53.3893	4271.14	9254.15	111049.74

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2466A	Energy Program Technician-A	Step A	26.5988	2127.90	4610.46	55325.50
		Step B	27.9288	2234.30	4840.99	58091.90
		Step C	29.3252	2346.02	5083.03	60996.42
		Step D	30.7914	2463.31	5337.18	64046.11
		Step E	32.3310	2586.48	5604.04	67248.48
		Step F	33.9476	2715.81	5884.25	70611.01
		Step G	35.6450	2851.60	6178.47	74141.60
		Step H	37.4271	2994.17	6487.36	77848.37
1300A	Engineering Technician I-A	Step A	23.9050	1912.40	4143.53	49722.40
		Step B	25.1004	2008.03	4350.74	52208.83
		Step C	26.3553	2108.42	4568.25	54819.02
		Step D	27.6731	2213.85	4796.67	57560.05
		Step E	29.0568	2324.54	5036.51	60438.14
		Step F	30.5096	2440.77	5288.33	63459.97
		Step G	32.0352	2562.82	5552.77	66633.22
		Step H	33.6368	2690.94	5830.38	69964.54

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1350A	Engineering Technician II-A	Step A	26.2956	2103.65	4557.90	54694.85
		Step B	27.6103	2208.82	4785.79	57429.42
		Step C	28.9908	2319.26	5025.07	60300.86
		Step D	30.4403	2435.22	5276.32	63315.82
		Step E	31.9623	2556.98	5540.13	66481.58
		Step F	33.5605	2684.84	5817.15	69805.84
		Step G	35.2386	2819.09	6108.02	73296.29
		Step H	37.0006	2960.05	6413.44	76961.25
2542A	Environmental Compliance Specialist I-A	Step A	26.0439	2083.51	4514.28	54171.31
		Step B	27.3461	2187.69	4739.99	56879.89
		Step C	28.7134	2297.07	4976.99	59723.87
		Step D	30.1490	2411.92	5225.83	62709.92
		Step E	31.6565	2532.52	5487.13	65845.52
		Step F	33.2393	2659.14	5761.48	69137.74
		Step G	34.9013	2792.10	6049.56	72594.70
		Step H	36.6464	2931.71	6352.04	76224.51

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2544A	Environmental Compliance Specialist II-A	Step A	28.6482	2291.86	4965.69	59588.26
		Step B	30.0807	2406.46	5213.99	62567.86
		Step C	31.5847	2526.78	5474.68	65696.18
		Step D	33.1639	2653.11	5748.41	68980.91
		Step E	34.8222	2785.78	6035.85	72430.18
		Step F	36.5632	2925.06	6337.62	76051.46
		Step G	38.3914	3071.31	6654.51	79854.11
		Step H	40.3110	3224.88	6987.24	83846.88
2560A	Equipment Serviceworker-A	Step A	21.2863	1702.90	3689.63	44275.50
		Step B	22.3506	1788.05	3874.10	46489.25
		Step C	23.4681	1877.45	4067.80	48813.65
		Step D	24.6415	1971.32	4271.19	51254.32
		Step E	25.8737	2069.90	4484.77	53817.30
		Step F	27.1673	2173.38	4709.00	56507.98
		Step G	28.5256	2282.05	4944.44	59333.25
		Step H	29.9520	2396.16	5191.68	62300.16

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3334A	Finance Clerk I-A	Step A	18.4029	1472.23	3189.84	38278.03
		Step B	19.3230	1545.84	3349.32	40191.84
		Step C	20.2892	1623.14	3516.79	42201.54
		Step D	21.3037	1704.30	3692.64	44311.70
		Step E	22.3688	1789.50	3877.26	46527.10
		Step F	23.4874	1878.99	4071.15	48853.79
		Step G	24.6617	1972.94	4274.69	51296.34
		Step H	25.8948	2071.58	4488.43	53861.18
3335A	Finance Clerk II-A	Step A	20.2432	1619.46	3508.82	42105.86
		Step B	21.2554	1700.43	3684.27	44211.23
		Step C	22.3181	1785.45	3868.47	46421.65
		Step D	23.4340	1874.72	4061.89	48742.72
		Step E	24.6058	1968.46	4265.01	51180.06
		Step F	25.8360	2066.88	4478.24	53738.88
		Step G	27.1278	2170.22	4702.15	56425.82
		Step H	28.4842	2278.74	4937.26	59247.14

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3325A	Finance Technician I-A	Step A	21.8375	1747.00	3785.17	45422.00
		Step B	22.9294	1834.35	3974.43	47693.15
		Step C	24.0759	1926.07	4173.16	50077.87
		Step D	25.2798	2022.38	4381.83	52581.98
		Step E	26.5437	2123.50	4600.91	55210.90
		Step F	27.8709	2229.67	4830.96	57971.47
		Step G	29.2644	2341.15	5072.50	60869.95
		Step H	30.7277	2458.22	5326.13	63913.62
3326A	Finance Technician II-A	Step A	24.0212	1921.70	4163.67	49964.10
		Step B	25.2224	2017.79	4371.88	52462.59
		Step C	26.4836	2118.69	4590.49	55085.89
		Step D	27.8078	2224.62	4820.02	57840.22
		Step E	29.1981	2335.85	5061.00	60732.05
		Step F	30.6581	2452.65	5314.07	63768.85
		Step G	32.1909	2575.27	5579.76	66957.07
		Step H	33.8005	2704.04	5858.75	70305.04

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3319A	Fleet Management Technician-A	Step A	29.6198	2369.58	5134.10	61609.18
		Step B	31.1009	2488.07	5390.82	64689.87
		Step C	32.6559	2612.47	5660.36	67924.27
		Step D	34.2887	2743.10	5943.37	71320.50
		Step E	36.0031	2880.25	6240.54	74886.45
		Step F	37.8034	3024.27	6552.59	78631.07
		Step G	39.6935	3175.48	6880.21	82562.48
		Step H	41.6781	3334.25	7224.20	86690.45
3410A	GIS Analyst I-A	Step A	29.9031	2392.25	5183.20	62198.45
		Step B	31.3982	2511.86	5442.35	65308.26
		Step C	32.9683	2637.46	5714.51	68574.06
		Step D	34.6167	2769.34	6000.23	72002.74
		Step E	36.3476	2907.81	6300.25	75603.01
		Step F	38.1647	3053.18	6615.21	79382.58
		Step G	40.0731	3205.85	6946.00	83352.05
		Step H	42.0765	3366.12	7293.26	87519.12

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3412A	GIS Analyst II-A	Step A	32.8940	2631.52	5701.63	68419.52
		Step B	34.5386	2763.09	5986.69	71840.29
		Step C	36.2655	2901.24	6286.02	75432.24
		Step D	38.0786	3046.29	6600.29	79203.49
		Step E	39.9826	3198.61	6930.32	83163.81
		Step F	41.9819	3358.55	7276.86	87322.35
		Step G	44.0808	3526.46	7640.67	91688.06
		Step H	46.2849	3702.79	8022.72	96272.59
2213A	GIS Technician I-A	Step A	23.9059	1912.47	4143.69	49724.27
		Step B	25.1011	2008.09	4350.86	52210.29
		Step C	26.3562	2108.50	4568.41	54820.90
		Step D	27.6740	2213.92	4796.83	57561.92
		Step E	29.0576	2324.61	5036.65	60439.81
		Step F	30.5107	2440.86	5288.52	63462.26
		Step G	32.0362	2562.90	5552.94	66635.30
		Step H	33.6379	2691.03	5830.57	69966.83

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2214A	GIS Technician II-A	Step A	26.2964	2103.71	4558.04	54696.51
		Step B	27.6112	2208.90	4785.94	57431.30
		Step C	28.9918	2319.34	5025.25	60302.94
		Step D	30.4413	2435.30	5276.49	63317.90
		Step E	31.9636	2557.09	5540.36	66484.29
		Step F	33.5617	2684.94	5817.36	69808.34
		Step G	35.2398	2819.18	6108.23	73298.78
		Step H	37.0017	2960.14	6413.63	76963.54
3401A	Housing Analyst I-A	Step A	30.8198	2465.58	5342.10	64105.18
		Step B	32.3608	2588.86	5609.21	67310.46
		Step C	33.9788	2718.30	5889.66	70675.90
		Step D	35.6777	2854.22	6184.13	74209.62
		Step E	37.4615	2996.92	6493.33	77919.92
		Step F	39.3348	3146.78	6818.03	81816.38
		Step G	41.3015	3304.12	7158.93	85907.12
		Step H	43.3666	3469.33	7516.88	90202.53

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3402A	Housing Analyst II-A	Step A	33.9017	2712.14	5876.29	70515.54
		Step B	35.5969	2847.75	6170.13	74041.55
		Step C	37.3768	2990.14	6478.65	77743.74
		Step D	39.2456	3139.65	6802.57	81630.85
		Step E	41.2082	3296.66	7142.75	85713.06
		Step F	43.2684	3461.47	7499.86	89998.27
		Step G	45.4322	3634.58	7874.91	94498.98
		Step H	47.7034	3816.27	8268.59	99223.07
3591A	Housing Technician I-A	Step A	24.1808	1934.46	4191.34	50296.06
		Step B	25.3899	2031.19	4400.92	52810.99
		Step C	26.6593	2132.74	4620.95	55451.34
		Step D	27.9923	2239.38	4852.00	58223.98
		Step E	29.3919	2351.35	5094.60	61135.15
		Step F	30.8616	2468.93	5349.34	64192.13
		Step G	32.4045	2592.36	5616.78	67401.36
		Step H	34.0247	2721.98	5897.61	70771.38

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3592A	Housing Technician II-A	Step A	26.5988	2127.90	4610.46	55325.50
		Step B	27.9288	2234.30	4840.99	58091.90
		Step C	29.3252	2346.02	5083.03	60996.42
		Step D	30.7914	2463.31	5337.18	64046.11
		Step E	32.3310	2586.48	5604.04	67248.48
		Step F	33.9476	2715.81	5884.25	70611.01
		Step G	35.6450	2851.60	6178.47	74141.60
		Step H	37.4271	2994.17	6487.36	77848.37
3604A	Industrial Waste Specialist-A	Step A	31.1119	2488.95	5392.73	64712.75
		Step B	32.6674	2613.39	5662.35	67948.19
		Step C	34.3006	2744.05	5945.44	71345.25
		Step D	36.0158	2881.26	6242.74	74912.86
		Step E	37.8166	3025.33	6554.88	78658.53
		Step F	39.7074	3176.59	6882.62	82591.39
		Step G	41.6929	3335.43	7226.77	86721.23
		Step H	43.7775	3502.20	7588.10	91057.20

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3610A	Industrial Waste Technician-A	Step A	27.0536	2164.29	4689.29	56271.49
		Step B	28.4063	2272.50	4923.76	59085.10
		Step C	29.8266	2386.13	5169.94	62039.33
		Step D	31.3180	2505.44	5428.45	65141.44
		Step E	32.8838	2630.70	5699.86	68398.30
		Step F	34.5282	2762.26	5984.89	71818.66
		Step G	36.2545	2900.36	6284.11	75409.36
		Step H	38.0673	3045.38	6598.33	79179.98
3793A	Information Technology Analyst I-A	Step A	33.1203	2649.62	5740.85	68890.22
		Step B	34.7764	2782.11	6027.91	72334.91
		Step C	36.5151	2921.21	6329.28	75951.41
		Step D	38.3408	3067.26	6645.74	79748.86
		Step E	40.2580	3220.64	6978.05	83736.64
		Step F	42.2709	3381.67	7326.96	87923.47
		Step G	44.3843	3550.74	7693.28	92319.34
		Step H	46.6036	3728.29	8077.96	96935.49

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3794A	Information Technology Analyst II-A	Step A	36.4323	2914.58	6314.93	75779.18
		Step B	38.2539	3060.31	6630.68	79568.11
		Step C	40.1668	3213.34	6962.25	83546.94
		Step D	42.1750	3374.00	7310.33	87724.00
		Step E	44.2837	3542.70	7675.84	92110.10
		Step F	46.4980	3719.84	8059.65	96715.84
		Step G	48.8228	3905.82	8462.62	101551.42
		Step H	51.2639	4101.11	8885.74	106628.91
3617A	Information Technology Technician I-A	Step A	25.1115	2008.92	4352.66	52231.92
		Step B	26.3672	2109.38	4570.31	54843.78
		Step C	27.6856	2214.85	4798.84	57586.05
		Step D	29.0697	2325.58	5038.75	60464.98
		Step E	30.5232	2441.86	5290.69	63488.26
		Step F	32.0494	2563.95	5555.23	66662.75
		Step G	33.6519	2692.15	5833.00	69995.95
		Step H	35.3346	2826.77	6124.66	73495.97

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3618A	Information Technology Technician II-A	Step A	27.6226	2209.81	4787.92	57455.01
		Step B	29.0038	2320.30	5027.33	60327.90
		Step C	30.4539	2436.31	5278.68	63344.11
		Step D	31.9766	2558.13	5542.61	66511.33
		Step E	33.5754	2686.03	5819.74	69836.83
		Step F	35.2543	2820.34	6110.75	73328.94
		Step G	37.0170	2961.36	6416.28	76995.36
		Step H	38.8678	3109.42	6737.09	80845.02
3730A	Interpretive Services Specialist I-A	Step A	24.6163	1969.30	4266.83	51201.90
		Step B	25.8472	2067.78	4480.18	53762.18
		Step C	27.1396	2171.17	4704.20	56450.37
		Step D	28.4966	2279.73	4939.41	59272.93
		Step E	29.9214	2393.71	5186.38	62236.51
		Step F	31.4174	2513.39	5445.68	65348.19
		Step G	32.9883	2639.06	5717.97	68615.66
		Step H	34.6377	2771.02	6003.87	72046.42

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3732A	Interpretive Services Specialist II-A	Step A	27.0780	2166.24	4693.52	56322.24
		Step B	28.4319	2274.55	4928.20	59138.35
		Step C	29.8536	2388.29	5174.62	62095.49
		Step D	31.3462	2507.70	5433.34	65200.10
		Step E	32.9135	2633.08	5705.01	68460.08
		Step F	34.5592	2764.74	5990.26	71883.14
		Step G	36.2872	2902.98	6289.78	75477.38
		Step H	38.1016	3048.13	6604.28	79251.33
5075A	Irrigation Technician-A	Step A	26.9830	2158.64	4677.05	56124.64
		Step B	28.3321	2266.57	4910.90	58930.77
		Step C	29.7488	2379.90	5156.46	61877.50
		Step D	31.2361	2498.89	5414.26	64971.09
		Step E	32.7980	2623.84	5684.99	68219.84
		Step F	34.4377	2755.02	5969.20	71630.42
		Step G	36.1597	2892.78	6267.68	75212.18
		Step H	37.9677	3037.42	6581.07	78972.82

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3792A	Junior Engineer-A	Step A	32.7915	2623.32	5683.86	68206.32
		Step B	34.4311	2754.49	5968.06	71616.69
		Step C	36.1527	2892.22	6266.47	75197.62
		Step D	37.9603	3036.82	6579.79	78957.42
		Step E	39.8583	3188.66	6908.77	82905.26
		Step F	41.8512	3348.10	7254.21	87050.50
		Step G	43.9438	3515.50	7616.93	91403.10
		Step H	46.1410	3691.28	7997.77	95973.28
4010A	Laboratory Technician I-A	Step A	22.3589	1788.71	3875.54	46506.51
		Step B	23.4770	1878.16	4069.35	48832.16
		Step C	24.6507	1972.06	4272.79	51273.46
		Step D	25.8833	2070.66	4486.44	53837.26
		Step E	27.1775	2174.20	4710.77	56529.20
		Step F	28.5364	2282.91	4946.31	59355.71
		Step G	29.9632	2397.06	5193.62	62323.46
		Step H	31.4615	2516.92	5453.33	65439.92

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4020A	Laboratory Technician II-A	Step A	24.5942	1967.54	4262.99	51155.94
		Step B	25.8240	2065.92	4476.16	53713.92
		Step C	27.1153	2169.22	4699.99	56399.82
		Step D	28.4711	2277.69	4934.99	59219.89
		Step E	29.8945	2391.56	5181.71	62180.56
		Step F	31.3893	2511.14	5440.81	65289.74
		Step G	32.9588	2636.70	5712.86	68554.30
		Step H	34.6067	2768.54	5998.49	71981.94
4151A	Librarian I-A	Step A	25.9051	2072.41	4490.22	53882.61
		Step B	27.2003	2176.02	4714.72	56576.62
		Step C	28.5604	2284.83	4950.47	59405.63
		Step D	29.9885	2399.08	5198.01	62376.08
		Step E	31.4879	2519.03	5457.90	65494.83
		Step F	33.0624	2644.99	5730.82	68769.79
		Step G	34.7154	2777.23	6017.34	72208.03
		Step H	36.4512	2916.10	6318.21	75818.50

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4152A	Librarian II-A	Step A	28.4956	2279.65	4939.24	59270.85
		Step B	29.9205	2393.64	5186.22	62234.64
		Step C	31.4164	2513.31	5445.51	65346.11
		Step D	32.9873	2638.98	5717.80	68613.58
		Step E	34.6366	2770.93	6003.68	72044.13
		Step F	36.3686	2909.49	6303.89	75646.69
		Step G	38.1869	3054.95	6619.06	79428.75
		Step H	40.0963	3207.70	6950.03	83400.30
4200A	Library Assistant I-A	Step A	17.4972	1399.78	3032.85	36394.18
		Step B	18.3723	1469.78	3184.53	38214.38
		Step C	19.2908	1543.26	3343.74	40124.86
		Step D	20.2555	1620.44	3510.95	42131.44
		Step E	21.2682	1701.46	3686.49	44237.86
		Step F	22.3315	1786.52	3870.79	46449.52
		Step G	23.4481	1875.85	4064.34	48772.05
		Step H	24.6205	1969.64	4267.55	51210.64

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4210A	Library Assistant II-A	Step A	19.2471	1539.77	3336.16	40033.97
		Step B	20.2095	1616.76	3502.98	42035.76
		Step C	21.2199	1697.59	3678.12	44137.39
		Step D	22.2809	1782.47	3862.02	46344.27
		Step E	23.3950	1871.60	4055.13	48661.60
		Step F	24.5647	1965.18	4257.88	51094.58
		Step G	25.7930	2063.44	4470.79	53649.44
		Step H	27.0826	2166.61	4694.32	56331.81
4250A	Library Technician-A	Step A	23.1548	1852.38	4013.50	48161.98
		Step B	24.3126	1945.01	4214.18	50570.21
		Step C	25.5282	2042.26	4424.89	53098.66
		Step D	26.8046	2144.37	4646.13	55753.57
		Step E	28.1449	2251.59	4878.45	58541.39
		Step F	29.5520	2364.16	5122.35	61468.16
		Step G	31.0298	2482.38	5378.50	64541.98
		Step H	32.5813	2606.50	5647.43	67769.10

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4516A	Marketing and Communication Analyst I-A	Step A	32.6636	2613.09	5661.69	67940.29
		Step B	34.2967	2743.74	5944.76	71337.14
		Step C	36.0116	2880.93	6242.01	74904.13
		Step D	37.8121	3024.97	6554.10	78649.17
		Step E	39.7026	3176.21	6881.78	82581.41
		Step F	41.6878	3335.02	7225.89	86710.62
		Step G	43.7722	3501.78	7587.18	91046.18
		Step H	45.9610	3676.88	7966.57	95598.88
4517A	Marketing and Communication Analyst II-A	Step A	35.9299	2874.39	6227.85	74734.19
		Step B	37.7263	3018.10	6539.23	78470.70
		Step C	39.6127	3169.02	6866.20	82394.42
		Step D	41.5934	3327.47	7209.52	86514.27
		Step E	43.6729	3493.83	7569.97	90839.63
		Step F	45.8567	3668.54	7948.49	95381.94
		Step G	48.1495	3851.96	8345.91	100150.96
		Step H	50.5570	4044.56	8763.21	105158.56

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4500A	Mechanic I-A	Step A	24.4793	1958.34	4243.08	50916.94
		Step B	25.7032	2056.26	4455.22	53462.66
		Step C	26.9884	2159.07	4677.99	56135.87
		Step D	28.3378	2267.02	4911.89	58942.62
		Step E	29.7547	2380.38	5157.48	61889.78
		Step F	31.2424	2499.39	5415.35	64984.19
		Step G	32.8046	2624.37	5686.13	68233.57
		Step H	34.4447	2755.58	5970.41	71644.98
4501A	Mechanic II-A	Step A	26.9272	2154.18	4667.38	56008.58
		Step B	28.2735	2261.88	4900.74	58808.88
		Step C	29.6873	2374.98	5145.80	61749.58
		Step D	31.1715	2493.72	5403.06	64836.72
		Step E	32.7301	2618.41	5673.22	68078.61
		Step F	34.3667	2749.34	5956.89	71482.74
		Step G	36.0849	2886.79	6254.72	75056.59
		Step H	37.8892	3031.14	6567.46	78809.54

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4540A	Meter Reader-A	Step A	20.4771	1638.17	3549.36	42592.37
		Step B	21.5010	1720.08	3726.84	44722.08
		Step C	22.5758	1806.06	3913.14	46957.66
		Step D	23.7047	1896.38	4108.81	49305.78
		Step E	24.8900	1991.20	4314.27	51771.20
		Step F	26.1346	2090.77	4530.00	54359.97
		Step G	27.4414	2195.31	4756.51	57078.11
		Step H	28.8135	2305.08	4994.34	59932.08
4534A	Meter Service Worker-A	Step A	21.5008	1720.06	3726.81	44721.66
		Step B	22.5755	1806.04	3913.09	46957.04
		Step C	23.7045	1896.36	4108.78	49305.36
		Step D	24.8897	1991.18	4314.21	51770.58
		Step E	26.1343	2090.74	4529.95	54359.34
		Step F	27.4408	2195.26	4756.41	57076.86
		Step G	28.8128	2305.02	4994.22	59930.62
		Step H	30.2536	2420.29	5243.96	62927.49

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9555A	Natural Resources Specialist I-A	Step A	25.7565	2060.52	4464.46	53573.52
		Step B	27.0443	2163.54	4687.68	56252.14
		Step C	28.3965	2271.72	4922.06	59064.72
		Step D	29.8162	2385.30	5168.14	62017.70
		Step E	31.3071	2504.57	5426.56	65118.77
		Step F	32.8725	2629.80	5697.90	68374.80
		Step G	34.5161	2761.29	5982.79	71793.49
		Step H	36.2419	2899.35	6281.93	75383.15
9545A	Natural Resources Specialist II-A	Step A	28.3321	2266.57	4910.90	58930.77
		Step B	29.7487	2379.90	5156.44	61877.30
		Step C	31.2361	2498.89	5414.26	64971.09
		Step D	32.7980	2623.84	5684.99	68219.84
		Step E	34.4378	2755.02	5969.22	71630.62
		Step F	36.1598	2892.78	6267.70	75212.38
		Step G	37.9677	3037.42	6581.07	78972.82
		Step H	39.8662	3189.30	6910.14	82921.70

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4870A	Natural Resources Worker I-A	Step A	20.3611	1628.89	3529.26	42351.09
		Step B	21.3794	1710.35	3705.76	44469.15
		Step C	22.4484	1795.87	3891.06	46692.67
		Step D	23.5708	1885.66	4085.61	49027.26
		Step E	24.7493	1979.94	4289.88	51478.54
		Step F	25.9869	2078.95	4504.40	54052.75
		Step G	27.2862	2182.90	4729.61	56755.30
		Step H	28.6504	2292.03	4966.07	59592.83
4872A	Natural Resources Worker II-A	Step A	22.3977	1791.82	3882.27	46587.22
		Step B	23.5175	1881.40	4076.37	48916.40
		Step C	24.6933	1975.46	4280.17	51362.06
		Step D	25.9280	2074.24	4494.19	53930.24
		Step E	27.2245	2177.96	4718.91	56626.96
		Step F	28.5857	2286.86	4954.85	59458.26
		Step G	30.0150	2401.20	5202.60	62431.20
		Step H	31.5156	2521.25	5462.70	65552.45

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4956A	Office Assistant I-A	Step A	16.6561	1332.49	2887.06	34644.69
		Step B	17.4891	1399.13	3031.44	36377.33
		Step C	18.3635	1469.08	3183.01	38196.08
		Step D	19.2816	1542.53	3342.14	40105.73
		Step E	20.2459	1619.67	3509.29	42111.47
		Step F	21.2580	1700.64	3684.72	44216.64
		Step G	22.3211	1785.69	3868.99	46427.89
		Step H	23.4368	1874.94	4062.38	48748.54
4957A	Office Assistant II-A	Step A	18.3216	1465.73	3175.74	38108.93
		Step B	19.2378	1539.02	3334.55	40014.62
		Step C	20.1997	1615.98	3501.28	42015.38
		Step D	21.2098	1696.78	3676.37	44116.38
		Step E	22.2700	1781.60	3860.13	46321.60
		Step F	23.3837	1870.70	4053.17	48638.10
		Step G	24.5529	1964.23	4255.84	51070.03
		Step H	25.7805	2062.44	4468.62	53623.44

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1028A	Organics Truck Driver-A	Step A	25.7349	2058.79	4460.72	53528.59
		Step B	27.0215	2161.72	4683.73	56204.72
		Step C	28.3727	2269.82	4917.93	59015.22
		Step D	29.7913	2383.30	5163.83	61965.90
		Step E	31.2809	2502.47	5422.02	65064.27
		Step F	32.8448	2627.58	5693.10	68317.18
		Step G	34.4872	2758.98	5977.78	71733.38
		Step H	36.2116	2896.93	6276.68	75320.13
5070A	Parks Maintenance Worker I-A	Step A	19.3917	1551.34	3361.23	40334.74
		Step B	20.3615	1628.92	3529.33	42351.92
		Step C	21.3794	1710.35	3705.76	44469.15
		Step D	22.4485	1795.88	3891.07	46692.88
		Step E	23.5707	1885.66	4085.59	49027.06
		Step F	24.7491	1979.93	4289.84	51478.13
		Step G	25.9869	2078.95	4504.40	54052.75
		Step H	27.2862	2182.90	4729.61	56755.30

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5080A	Parks Maintenance Worker II-A	Step A	21.3310	1706.48	3697.37	44368.48
		Step B	22.3977	1791.82	3882.27	46587.22
		Step C	23.5173	1881.38	4076.33	48915.98
		Step D	24.6932	1975.46	4280.15	51361.86
		Step E	25.9279	2074.23	4494.17	53930.03
		Step F	27.2248	2177.98	4718.97	56627.58
		Step G	28.5857	2286.86	4954.85	59458.26
		Step H	30.0150	2401.20	5202.60	62431.20
1278A	Parks Project Technician-A	Step A	26.9830	2158.64	4677.05	56124.64
		Step B	28.3321	2266.57	4910.90	58930.77
		Step C	29.7489	2379.91	5156.48	61877.71
		Step D	31.2363	2498.90	5414.29	64971.50
		Step E	32.7981	2623.85	5685.00	68220.05
		Step F	34.4379	2755.03	5969.24	71630.83
		Step G	36.1599	2892.79	6267.72	75212.59
		Step H	37.9679	3037.43	6581.10	78973.23

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9556A	Parks Recreation and Libraries Coordinator I-A	Step A	24.6163	1969.30	4266.83	51201.90
		Step B	25.8472	2067.78	4480.18	53762.18
		Step C	27.1396	2171.17	4704.20	56450.37
		Step D	28.4966	2279.73	4939.41	59272.93
		Step E	29.9214	2393.71	5186.38	62236.51
		Step F	31.4175	2513.40	5445.70	65348.40
		Step G	32.9883	2639.06	5717.97	68615.66
		Step H	34.6377	2771.02	6003.87	72046.42
9543A	Parks Recreation and Libraries Coordinator II-A	Step A	27.0780	2166.24	4693.52	56322.24
		Step B	28.4319	2274.55	4928.20	59138.35
		Step C	29.8535	2388.28	5174.61	62095.28
		Step D	31.3462	2507.70	5433.34	65200.10
		Step E	32.9135	2633.08	5705.01	68460.08
		Step F	34.5592	2764.74	5990.26	71883.14
		Step G	36.2872	2902.98	6289.78	75477.38
		Step H	38.1016	3048.13	6604.28	79251.33

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5045A	Parks Recreation and Libraries Technician-A	Step A	24.8157	1985.26	4301.39	51616.66
		Step B	26.0564	2084.51	4516.44	54197.31
		Step C	27.3593	2188.74	4742.28	56907.34
		Step D	28.7272	2298.18	4979.38	59752.58
		Step E	30.1637	2413.10	5228.37	62740.50
		Step F	31.6718	2533.74	5489.78	65877.34
		Step G	33.2553	2660.42	5764.25	69171.02
		Step H	34.9181	2793.45	6052.47	72629.65
9548A	Passport/Livescan Agent-A	Step A	18.3221	1465.77	3175.83	38109.97
		Step B	19.2381	1539.05	3334.60	40015.25
		Step C	20.2001	1616.01	3501.35	42016.21
		Step D	21.2101	1696.81	3676.42	44117.01
		Step E	22.2706	1781.65	3860.24	46322.85
		Step F	23.3841	1870.73	4053.24	48638.93
		Step G	24.5532	1964.26	4255.89	51070.66
		Step H	25.7809	2062.47	4468.69	53624.27

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5277A	Permit Technician I-A	Step A	23.0795	1846.36	4000.45	48005.36
		Step B	24.2336	1938.69	4200.49	50405.89
		Step C	25.4451	2035.61	4410.48	52925.81
		Step D	26.7176	2137.41	4631.05	55572.61
		Step E	28.0535	2244.28	4862.61	58351.28
		Step F	29.4562	2356.50	5105.74	61268.90
		Step G	30.9288	2474.30	5360.99	64331.90
		Step H	32.4754	2598.03	5629.07	67548.83
5279A	Permit Technician II-A	Step A	25.3874	2030.99	4400.48	52805.79
		Step B	26.6570	2132.56	4620.55	55446.56
		Step C	27.9897	2239.18	4851.55	58218.58
		Step D	29.3893	2351.14	5094.15	61129.74
		Step E	30.8587	2468.70	5348.84	64186.10
		Step F	32.4018	2592.14	5616.31	67395.74
		Step G	34.0218	2721.74	5897.11	70765.34
		Step H	35.7229	2857.83	6191.97	74303.63

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5560A	Project Coordinator-A	Step A	33.4883	2679.06	5804.64	69655.66
		Step B	35.1627	2813.02	6094.87	73138.42
		Step C	36.9207	2953.66	6399.59	76795.06
		Step D	38.7668	3101.34	6719.58	80634.94
		Step E	40.7051	3256.41	7055.55	84666.61
		Step F	42.7405	3419.24	7408.35	88900.24
		Step G	44.8775	3590.20	7778.77	93345.20
		Step H	47.1213	3769.70	8167.69	98012.30
8304A	Recreation Leader-A	Step A	18.3216	1465.73	3175.74	38108.93
		Step B	19.2378	1539.02	3334.55	40014.62
		Step C	20.1997	1615.98	3501.28	42015.38
		Step D	21.2098	1696.78	3676.37	44116.38
		Step E	22.2700	1781.60	3860.13	46321.60
		Step F	23.3837	1870.70	4053.17	48638.10
		Step G	24.5529	1964.23	4255.84	51070.03
		Step H	25.7805	2062.44	4468.62	53623.44

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6150A	Recycling and Organics Coordinator-A	Step A	30.0807	2406.46	5213.99	62567.86
		Step B	31.5847	2526.78	5474.68	65696.18
		Step C	33.1639	2653.11	5748.41	68980.91
		Step D	34.8222	2785.78	6035.85	72430.18
		Step E	36.5632	2925.06	6337.62	76051.46
		Step F	38.3914	3071.31	6654.51	79854.11
		Step G	40.3110	3224.88	6987.24	83846.88
		Step H	42.3265	3386.12	7336.59	88039.12
6225A	Refuse Maintenance Worker I-A	Step A	19.2909	1543.27	3343.76	40125.07
		Step B	20.2553	1620.42	3510.92	42131.02
		Step C	21.2683	1701.46	3686.51	44238.06
		Step D	22.3315	1786.52	3870.79	46449.52
		Step E	23.4483	1875.86	4064.37	48772.46
		Step F	24.6205	1969.64	4267.55	51210.64
		Step G	25.8516	2068.13	4480.94	53771.33
		Step H	27.1442	2171.54	4704.99	56459.94

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6226A	Refuse Maintenance Worker II-A	Step A	21.5008	1720.06	3726.81	44721.66
		Step B	22.5755	1806.04	3913.09	46957.04
		Step C	23.7045	1896.36	4108.78	49305.36
		Step D	24.8897	1991.18	4314.21	51770.58
		Step E	26.1343	2090.74	4529.95	54359.34
		Step F	27.4408	2195.26	4756.41	57076.86
		Step G	28.8128	2305.02	4994.22	59930.62
		Step H	30.2536	2420.29	5243.96	62927.49
6302A	Refuse Truck Driver I-A	Step A	22.2800	1782.40	3861.87	46342.40
		Step B	23.3939	1871.51	4054.94	48659.31
		Step C	24.5637	1965.10	4257.71	51092.50
		Step D	25.7918	2063.34	4470.58	53646.94
		Step E	27.0815	2166.52	4694.13	56329.52
		Step F	28.4355	2274.84	4928.82	59145.84
		Step G	29.8572	2388.58	5175.25	62102.98
		Step H	31.3501	2508.01	5434.02	65208.21

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6304A	Refuse Truck Driver II-A	Step A	24.5094	1960.75	4248.30	50979.55
		Step B	25.7349	2058.79	4460.72	53528.59
		Step C	27.0215	2161.72	4683.73	56204.72
		Step D	28.3727	2269.82	4917.93	59015.22
		Step E	29.7913	2383.30	5163.83	61965.90
		Step F	31.2809	2502.47	5422.02	65064.27
		Step G	32.8449	2627.59	5693.12	68317.39
		Step H	34.4872	2758.98	5977.78	71733.38
1088A	Security Analyst I-A	Step A	34.7763	2782.10	6027.89	72334.70
		Step B	36.5151	2921.21	6329.28	75951.41
		Step C	38.3409	3067.27	6645.76	79749.07
		Step D	40.2579	3220.63	6978.04	83736.43
		Step E	42.2708	3381.66	7326.94	87923.26
		Step F	44.3843	3550.74	7693.28	92319.34
		Step G	46.6035	3728.28	8077.94	96935.28
		Step H	48.9337	3914.70	8481.84	101782.10

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1089A	Security Analyst II-A	Step A	38.2539	3060.31	6630.68	79568.11
		Step B	40.1666	3213.33	6962.21	83546.53
		Step C	42.1749	3373.99	7310.32	87723.79
		Step D	44.2837	3542.70	7675.84	92110.10
		Step E	46.4979	3719.83	8059.64	96715.63
		Step F	48.8228	3905.82	8462.62	101551.42
		Step G	51.2639	4101.11	8885.74	106628.91
		Step H	53.8271	4306.17	9330.03	111960.37
1090A	Security Architect-A	Step A	40.1666	3213.33	6962.21	83546.53
		Step B	42.1749	3373.99	7310.32	87723.79
		Step C	44.2837	3542.70	7675.84	92110.10
		Step D	46.4979	3719.83	8059.64	96715.63
		Step E	48.8228	3905.82	8462.62	101551.42
		Step F	51.2639	4101.11	8885.74	106628.91
		Step G	53.8271	4306.17	9330.03	111960.37
		Step H	56.5184	4521.47	9796.52	117558.27

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1051A	Senior Accountant-A	Step A	36.1933	2895.46	6273.51	75282.06
		Step B	38.0030	3040.24	6587.19	79046.24
		Step C	39.9031	3192.25	6916.54	82998.45
		Step D	41.8982	3351.86	7262.35	87148.26
		Step E	43.9933	3519.46	7625.51	91506.06
		Step F	46.1928	3695.42	8006.75	96081.02
		Step G	48.5025	3880.20	8407.10	100885.20
		Step H	50.9276	4074.21	8827.45	105929.41
7117A	Senior Building Inspector-A	Step A	33.9283	2714.26	5880.91	70570.86
		Step B	35.6248	2849.98	6174.97	74099.58
		Step C	37.4061	2992.49	6483.72	77804.69
		Step D	39.2763	3142.10	6807.89	81694.70
		Step E	41.2401	3299.21	7148.28	85779.41
		Step F	43.3021	3464.17	7505.70	90068.37
		Step G	45.4672	3637.38	7880.98	94571.78
		Step H	47.7405	3819.24	8275.02	99300.24

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7119A	Senior Building Maintenance Worker-A	Step A	28.8382	2307.06	4998.62	59983.46
		Step B	30.2801	2422.41	5248.55	62982.61
		Step C	31.7941	2543.53	5510.98	66131.73
		Step D	33.3838	2670.70	5786.53	69438.30
		Step E	35.0530	2804.24	6075.85	72910.24
		Step F	36.8057	2944.46	6379.65	76555.86
		Step G	38.6458	3091.66	6698.61	80383.26
		Step H	40.5783	3246.26	7033.57	84402.86
7195A	Senior Building Plans Examiner-A	Step A	35.4342	2834.74	6141.93	73703.14
		Step B	37.2058	2976.46	6449.01	77388.06
		Step C	39.0661	3125.29	6771.46	81257.49
		Step D	41.0195	3281.56	7110.05	85320.56
		Step E	43.0704	3445.63	7465.54	89586.43
		Step F	45.2240	3617.92	7838.83	94065.92
		Step G	47.4852	3798.82	8230.77	98769.22
		Step H	49.8594	3988.75	8642.30	103707.55

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7139A	Senior Buyer-A	Step A	30.5006	2440.05	5286.77	63441.25
		Step B	32.0255	2562.04	5551.09	66613.04
		Step C	33.6267	2690.14	5828.63	69943.54
		Step D	35.3082	2824.66	6120.09	73441.06
		Step E	37.0735	2965.88	6426.07	77112.88
		Step F	38.9273	3114.18	6747.40	80968.78
		Step G	40.8736	3269.89	7084.76	85017.09
		Step H	42.9173	3433.38	7439.00	89267.98
7134A	Senior Code Enforcement Inspector-A	Step A	31.6229	2529.83	5481.30	65775.63
		Step B	33.2040	2656.32	5755.36	69064.32
		Step C	34.8644	2789.15	6043.16	72517.95
		Step D	36.6074	2928.59	6345.28	76143.39
		Step E	38.4378	3075.02	6662.55	79950.62
		Step F	40.3598	3228.78	6995.70	83948.38
		Step G	42.3778	3390.22	7345.49	88145.82
		Step H	44.4966	3559.73	7712.74	92552.93

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7121A	Senior Construction Inspector-A	Step A	33.4883	2679.06	5804.64	69655.66
		Step B	35.1627	2813.02	6094.87	73138.42
		Step C	36.9207	2953.66	6399.59	76795.06
		Step D	38.7668	3101.34	6719.58	80634.94
		Step E	40.7051	3256.41	7055.55	84666.61
		Step F	42.7405	3419.24	7408.35	88900.24
		Step G	44.8775	3590.20	7778.77	93345.20
		Step H	47.1213	3769.70	8167.69	98012.30
7144A	Senior Custodian-A	Step A	20.1937	1615.50	3500.24	42002.90
		Step B	21.2033	1696.26	3675.24	44102.86
		Step C	22.2633	1781.06	3858.97	46307.66
		Step D	23.3765	1870.12	4051.93	48623.12
		Step E	24.5452	1963.62	4254.50	51054.02
		Step F	25.7727	2061.82	4467.27	53607.22
		Step G	27.0613	2164.90	4690.63	56287.50
		Step H	28.4144	2273.15	4925.16	59101.95

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7162A	Senior Engineering Technician-A	Step A	28.9251	2314.01	5013.68	60164.21
		Step B	30.3714	2429.71	5264.38	63172.51
		Step C	31.8899	2551.19	5527.58	66330.99
		Step D	33.4844	2678.75	5803.96	69647.55
		Step E	35.1586	2812.69	6094.16	73129.89
		Step F	36.9166	2953.33	6398.88	76786.53
		Step G	38.7625	3101.00	6718.83	80626.00
		Step H	40.7007	3256.06	7054.79	84657.46
7146A	Senior Finance Clerk-A	Step A	22.2676	1781.41	3859.72	46316.61
		Step B	23.3810	1870.48	4052.71	48632.48
		Step C	24.5499	1963.99	4255.32	51063.79
		Step D	25.7774	2062.19	4468.08	53616.99
		Step E	27.0663	2165.30	4691.49	56297.90
		Step F	28.4198	2273.58	4926.10	59113.18
		Step G	29.8406	2387.25	5172.37	62068.45
		Step H	31.3327	2506.62	5431.00	65172.02

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7147A	Senior Finance Technician-A	Step A	26.4234	2113.87	4580.06	54960.67
		Step B	27.7447	2219.58	4809.08	57708.98
		Step C	29.1318	2330.54	5049.51	60594.14
		Step D	30.5884	2447.07	5301.99	63623.87
		Step E	32.1180	2569.44	5567.12	66805.44
		Step F	33.7238	2697.90	5845.46	70145.50
		Step G	35.4101	2832.81	6137.75	73653.01
		Step H	37.1806	2974.45	6444.64	77335.65
7148A	Senior Housing Technician-A	Step A	29.2587	2340.70	5071.51	60858.10
		Step B	30.7216	2457.73	5325.08	63900.93
		Step C	32.2577	2580.62	5591.33	67096.02
		Step D	33.8706	2709.65	5870.90	70450.85
		Step E	35.5641	2845.13	6164.44	73973.33
		Step F	37.3423	2987.38	6472.67	77671.98
		Step G	39.2095	3136.76	6796.31	81555.76
		Step H	41.1699	3293.59	7136.12	85633.39

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7149A	Senior Information Technology Technician-A	Step A	30.3848	2430.78	5266.70	63200.38
		Step B	31.9040	2552.32	5530.03	66360.32
		Step C	33.4993	2679.94	5806.55	69678.54
		Step D	35.1742	2813.94	6096.86	73162.34
		Step E	36.9330	2954.64	6401.72	76820.64
		Step F	38.7796	3102.37	6721.80	80661.57
		Step G	40.7186	3257.49	7057.89	84694.69
		Step H	42.7546	3420.37	7410.80	88929.57
3733A	Senior Interpretive Services Specialist-A	Step A	29.7868	2382.94	5163.05	61956.54
		Step B	31.2761	2502.09	5421.19	65054.29
		Step C	32.8398	2627.18	5692.23	68306.78
		Step D	34.4819	2758.55	5976.86	71722.35
		Step E	36.2059	2896.47	6275.69	75308.27
		Step F	38.0164	3041.31	6589.51	79074.11
		Step G	39.9171	3193.37	6918.96	83027.57
		Step H	41.9130	3353.04	7264.92	87179.04

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7189A	Senior Mechanic-A	Step A	29.6198	2369.58	5134.10	61609.18
		Step B	31.1009	2488.07	5390.82	64689.87
		Step C	32.6559	2612.47	5660.36	67924.27
		Step D	34.2887	2743.10	5943.37	71320.50
		Step E	36.0031	2880.25	6240.54	74886.45
		Step F	37.8034	3024.27	6552.59	78631.07
		Step G	39.6935	3175.48	6880.21	82562.48
		Step H	41.6781	3334.25	7224.20	86690.45
7200A	Senior Meter Service Worker-A	Step A	23.6509	1892.07	4099.49	49193.87
		Step B	24.8334	1986.67	4304.46	51653.47
		Step C	26.0748	2085.98	4519.63	54235.58
		Step D	27.3789	2190.31	4745.68	56948.11
		Step E	28.7477	2299.82	4982.93	59795.22
		Step F	30.1852	2414.82	5232.10	62785.22
		Step G	31.6943	2535.54	5493.68	65924.14
		Step H	33.2791	2662.33	5768.38	69220.53

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7154A	Senior Natural Resources Worker-A	Step A	24.6365	1970.92	4270.33	51243.92
		Step B	25.8683	2069.46	4483.84	53806.06
		Step C	27.1619	2172.95	4708.06	56496.75
		Step D	28.5199	2281.59	4943.45	59321.39
		Step E	29.9460	2395.68	5190.64	62287.68
		Step F	31.4433	2515.46	5450.17	65402.06
		Step G	33.0154	2641.23	5722.67	68672.03
		Step H	34.6661	2773.29	6008.79	72105.49
7192A	Senior Parks Maintenance Worker-A	Step A	23.4632	1877.06	4066.95	48803.46
		Step B	24.6365	1970.92	4270.33	51243.92
		Step C	25.8683	2069.46	4483.84	53806.06
		Step D	27.1621	2172.97	4708.10	56497.17
		Step E	28.5199	2281.59	4943.45	59321.39
		Step F	29.9460	2395.68	5190.64	62287.68
		Step G	31.4431	2515.45	5450.14	65401.65
		Step H	33.0155	2641.24	5722.69	68672.24

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1502A	Senior Permits Technician-A	Step A	27.9263	2234.10	4840.56	58086.70
		Step B	29.3227	2345.82	5082.60	60991.22
		Step C	30.7888	2463.10	5336.73	64040.70
		Step D	32.3282	2586.26	5603.55	67242.66
		Step E	33.9446	2715.57	5883.73	70604.77
		Step F	35.6418	2851.34	6177.91	74134.94
		Step G	37.4239	2993.91	6486.81	77841.71
		Step H	39.2951	3143.61	6811.15	81733.81
7129A	Senior Refuse Truck Driver-A	Step A	26.9586	2156.69	4672.82	56073.89
		Step B	28.3065	2264.52	4906.46	58877.52
		Step C	29.7219	2377.75	5151.80	61821.55
		Step D	31.2080	2496.64	5409.39	64912.64
		Step E	32.7684	2621.47	5679.86	68158.27
		Step F	34.4067	2752.54	5963.83	71565.94
		Step G	36.1271	2890.17	6262.03	75144.37
		Step H	37.9335	3034.68	6575.14	78901.68

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1279A	Senior Solid Waste Billing Technician-A	Step A	26.4239	2113.91	4580.14	54961.71
		Step B	27.7451	2219.61	4809.15	57709.81
		Step C	29.1323	2330.58	5049.60	60595.18
		Step D	30.5889	2447.11	5302.08	63624.91
		Step E	32.1184	2569.47	5567.19	66806.27
		Step F	33.7244	2697.95	5845.56	70146.75
		Step G	35.4107	2832.86	6137.85	73654.26
		Step H	37.1811	2974.49	6444.72	77336.69
7187A	Senior Street Maintenance Worker-A	Step A	26.9595	2156.76	4672.98	56075.76
		Step B	28.3076	2264.61	4906.65	58879.81
		Step C	29.7230	2377.84	5151.99	61823.84
		Step D	31.2091	2496.73	5409.58	64914.93
		Step E	32.7697	2621.58	5680.08	68160.98
		Step F	34.4081	2752.65	5964.07	71568.85
		Step G	36.1284	2890.27	6262.26	75147.07
		Step H	37.9349	3034.79	6575.38	78904.59

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7201A	Senior Tree Trimmer-A	Step A	24.6373	1970.98	4270.47	51245.58
		Step B	25.8692	2069.54	4483.99	53807.94
		Step C	27.1625	2173.00	4708.17	56498.00
		Step D	28.5209	2281.67	4943.62	59323.47
		Step E	29.9468	2395.74	5190.78	62289.34
		Step F	31.4443	2515.54	5450.35	65404.14
		Step G	33.0162	2641.30	5722.81	68673.70
		Step H	34.6672	2773.38	6008.98	72107.78
1044A	Senior Utility Customer Service Specialist-A	Step A	25.6746	2053.97	4450.26	53403.17
		Step B	26.9584	2156.67	4672.79	56073.47
		Step C	28.3063	2264.50	4906.43	58877.10
		Step D	29.7216	2377.73	5151.74	61820.93
		Step E	31.2077	2496.62	5409.33	64912.02
		Step F	32.7681	2621.45	5679.80	68157.65
		Step G	34.4064	2752.51	5963.78	71565.31
		Step H	36.1268	2890.14	6261.98	75143.74

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7203A	Senior Warehouse Worker-A	Step A	23.8041	1904.33	4126.04	49512.53
		Step B	24.9944	1999.55	4332.36	51988.35
		Step C	26.2441	2099.53	4548.98	54587.73
		Step D	27.5563	2204.50	4776.43	57317.10
		Step E	28.9341	2314.73	5015.24	60182.93
		Step F	30.3808	2430.46	5266.01	63192.06
		Step G	31.8998	2551.98	5529.30	66351.58
		Step H	33.4949	2679.59	5805.78	69669.39
7324A	Solid Waste Billing Technician-A	Step A	24.0212	1921.70	4163.67	49964.10
		Step B	25.2224	2017.79	4371.88	52462.59
		Step C	26.4836	2118.69	4590.49	55085.89
		Step D	27.8078	2224.62	4820.02	57840.22
		Step E	29.1981	2335.85	5061.00	60732.05
		Step F	30.6581	2452.65	5314.07	63768.85
		Step G	32.1909	2575.27	5579.76	66957.07
		Step H	33.8005	2704.04	5858.75	70305.04

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7525A	Street Maintenance Worker I-A	Step A	22.2807	1782.46	3861.99	46343.86
		Step B	23.3946	1871.57	4055.06	48660.77
		Step C	24.5645	1965.16	4257.85	51094.16
		Step D	25.7926	2063.41	4470.72	53648.61
		Step E	27.0823	2166.58	4694.27	56331.18
		Step F	28.4364	2274.91	4928.98	59147.71
		Step G	29.8583	2388.66	5175.44	62105.26
		Step H	31.3511	2508.09	5434.19	65210.29
7530A	Street Maintenance Worker II-A	Step A	24.5086	1960.69	4248.16	50977.89
		Step B	25.7341	2058.73	4460.58	53526.93
		Step C	27.0209	2161.67	4683.62	56203.47
		Step D	28.3719	2269.75	4917.80	59013.55
		Step E	29.7906	2383.25	5163.70	61964.45
		Step F	31.2801	2502.41	5421.88	65062.61
		Step G	32.8441	2627.53	5692.98	68315.73
		Step H	34.4863	2758.90	5977.63	71731.50

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7540A	Street Sweeper Operator-A	Step A	25.7341	2058.73	4460.58	53526.93
		Step B	27.0209	2161.67	4683.62	56203.47
		Step C	28.3719	2269.75	4917.80	59013.55
		Step D	29.7906	2383.25	5163.70	61964.45
		Step E	31.2801	2502.41	5421.88	65062.61
		Step F	32.8441	2627.53	5692.98	68315.73
		Step G	34.4863	2758.90	5977.63	71731.50
		Step H	36.2105	2896.84	6276.49	75317.84
1091A	Systems Architect-A	Step A	38.2539	3060.31	6630.68	79568.11
		Step B	40.1666	3213.33	6962.21	83546.53
		Step C	42.1749	3373.99	7310.32	87723.79
		Step D	44.2837	3542.70	7675.84	92110.10
		Step E	46.4979	3719.83	8059.64	96715.63
		Step F	48.8228	3905.82	8462.62	101551.42
		Step G	51.2639	4101.11	8885.74	106628.91
		Step H	53.8271	4306.17	9330.03	111960.37

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1052A	Transportation Grants Analyst-A	Step A	35.5620	2844.96	6164.08	73968.96
		Step B	37.3401	2987.21	6472.28	77667.41
		Step C	39.2071	3136.57	6795.90	81550.77
		Step D	41.1675	3293.40	7135.70	85628.40
		Step E	43.2258	3458.06	7492.47	89909.66
		Step F	45.3871	3630.97	7867.10	94405.17
		Step G	47.6565	3812.52	8260.46	99125.52
		Step H	50.0393	4003.14	8673.48	104081.74
1503A	Tree Trimmer I-A	Step A	20.3611	1628.89	3529.26	42351.09
		Step B	21.3793	1710.34	3705.75	44468.94
		Step C	22.4482	1795.86	3891.02	46692.26
		Step D	23.5707	1885.66	4085.59	49027.06
		Step E	24.7491	1979.93	4289.84	51478.13
		Step F	25.9868	2078.94	4504.38	54052.54
		Step G	27.2860	2182.88	4729.57	56754.88
		Step H	28.6503	2292.02	4966.05	59592.62

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1504A	Tree Trimmer II-A	Step A	22.3976	1791.81	3882.25	46587.01
		Step B	23.5172	1881.38	4076.31	48915.78
		Step C	24.6932	1975.46	4280.15	51361.86
		Step D	25.9278	2074.22	4494.15	53929.82
		Step E	27.2243	2177.94	4718.88	56626.54
		Step F	28.5856	2286.85	4954.84	59458.05
		Step G	30.0149	2401.19	5202.58	62430.99
		Step H	31.5153	2521.22	5462.65	65551.82
3314A	Utility Billing Analyst I-A	Step A	34.4935	2759.48	5978.87	71746.48
		Step B	36.2181	2897.45	6277.80	75333.65
		Step C	38.0290	3042.32	6591.69	79100.32
		Step D	39.9305	3194.44	6921.29	83055.44
		Step E	41.9270	3354.16	7267.35	87208.16
		Step F	44.0233	3521.86	7630.71	91568.46
		Step G	46.2245	3697.96	8012.25	96146.96
		Step H	48.5358	3882.86	8412.87	100954.46

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3315A	Utility Billing Analyst II-A	Step A	37.9428	3035.42	6576.75	78921.02
		Step B	39.8400	3187.20	6905.60	82867.20
		Step C	41.8319	3346.55	7250.86	87010.35
		Step D	43.9235	3513.88	7613.41	91360.88
		Step E	46.1197	3689.58	7994.08	95928.98
		Step F	48.4257	3874.06	8393.79	100725.46
		Step G	50.8470	4067.76	8813.48	105761.76
		Step H	53.3893	4271.14	9254.15	111049.74
1050A	Utility Customer Service Representative I-A	Step A	18.4510	1476.08	3198.17	38378.08
		Step B	19.3736	1549.89	3358.09	40297.09
		Step C	20.3423	1627.38	3526.00	42311.98
		Step D	21.3594	1708.75	3702.30	44427.55
		Step E	22.4273	1794.18	3887.40	46648.78
		Step F	23.5488	1883.90	4081.79	48981.50
		Step G	24.7262	1978.10	4285.87	51430.50
		Step H	25.9625	2077.00	4500.17	54002.00

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1049A	Utility Customer Service Representative II-A	Step A	20.2962	1623.70	3518.01	42216.10
		Step B	21.3110	1704.88	3693.91	44326.88
		Step C	22.3765	1790.12	3878.59	46543.12
		Step D	23.4953	1879.62	4072.52	48870.22
		Step E	24.6701	1973.61	4276.15	51313.81
		Step F	25.9036	2072.29	4489.96	53879.49
		Step G	27.1988	2175.90	4714.46	56573.50
		Step H	28.5587	2284.70	4950.17	59402.10
1048A	Utility Customer Service Specialist I-A	Step A	21.2187	1697.50	3677.91	44134.90
		Step B	22.2796	1782.37	3861.80	46341.57
		Step C	23.3937	1871.50	4054.91	48658.90
		Step D	24.5633	1965.06	4257.64	51091.66
		Step E	25.7915	2063.32	4470.53	53646.32
		Step F	27.0811	2166.49	4694.06	56328.69
		Step G	28.4351	2274.81	4928.75	59145.01
		Step H	29.8568	2388.54	5175.18	62102.14

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1046A	Utility Customer Service Specialist II-A	Step A	23.3406	1867.25	4045.70	48548.45
		Step B	24.5076	1960.61	4247.98	50975.81
		Step C	25.7330	2058.64	4460.39	53524.64
		Step D	27.0197	2161.58	4683.41	56200.98
		Step E	28.3706	2269.65	4917.57	59010.85
		Step F	29.7891	2383.13	5163.44	61961.33
		Step G	31.2786	2502.29	5421.62	65059.49
		Step H	32.8426	2627.41	5692.72	68312.61
8938A	Vehicle Maintenance Parts Buyer-A	Step A	23.8041	1904.33	4126.04	49512.53
		Step B	24.9944	1999.55	4332.36	51988.35
		Step C	26.2441	2099.53	4548.98	54587.73
		Step D	27.5563	2204.50	4776.43	57317.10
		Step E	28.9341	2314.73	5015.24	60182.93
		Step F	30.3808	2430.46	5266.01	63192.06
		Step G	31.8998	2551.98	5529.30	66351.58
		Step H	33.4949	2679.59	5805.78	69669.39

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8940A	Vehicle Maintenance Servicewriter-A	Step A	29.6198	2369.58	5134.10	61609.18
		Step B	31.1009	2488.07	5390.82	64689.87
		Step C	32.6559	2612.47	5660.36	67924.27
		Step D	34.2887	2743.10	5943.37	71320.50
		Step E	36.0031	2880.25	6240.54	74886.45
		Step F	37.8034	3024.27	6552.59	78631.07
		Step G	39.6935	3175.48	6880.21	82562.48
		Step H	41.6781	3334.25	7224.20	86690.45
8426A	Video and Multimedia Technician-A	Step A	29.6949	2375.59	5147.12	61765.39
		Step B	31.1796	2494.37	5404.46	64853.57
		Step C	32.7388	2619.10	5674.73	68096.70
		Step D	34.3756	2750.05	5958.44	71501.25
		Step E	36.0944	2887.55	6256.36	75076.35
		Step F	37.8992	3031.94	6569.19	78830.34
		Step G	39.7941	3183.53	6897.64	82771.73
		Step H	41.7838	3342.70	7242.53	86910.30

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8951A	Warehouse Worker I-A	Step A	19.6729	1573.83	3409.97	40919.63
		Step B	20.6565	1652.52	3580.46	42965.52
		Step C	21.6892	1735.14	3759.46	45113.54
		Step D	22.7738	1821.90	3947.46	47369.50
		Step E	23.9125	1913.00	4144.83	49738.00
		Step F	25.1081	2008.65	4352.07	52224.85
		Step G	26.3635	2109.08	4569.67	54836.08
		Step H	27.6817	2214.54	4798.16	57577.94
8952A	Warehouse Worker II-A	Step A	21.6401	1731.21	3750.95	45011.41
		Step B	22.7221	1817.77	3938.50	47261.97
		Step C	23.8582	1908.66	4135.42	49625.06
		Step D	25.0511	2004.09	4342.19	52106.29
		Step E	26.3037	2104.30	4559.31	54711.70
		Step F	27.6189	2209.51	4787.28	57447.31
		Step G	28.9999	2319.99	5026.65	60319.79
		Step H	30.4499	2435.99	5277.98	63335.79

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1098A	Waste Services Clerk I-A	Step A	18.4029	1472.23	3189.84	38278.03
		Step B	19.3230	1545.84	3349.32	40191.84
		Step C	20.2892	1623.14	3516.79	42201.54
		Step D	21.3037	1704.30	3692.64	44311.70
		Step E	22.3688	1789.50	3877.26	46527.10
		Step F	23.4874	1878.99	4071.15	48853.79
		Step G	24.6617	1972.94	4274.69	51296.34
		Step H	25.8948	2071.58	4488.43	53861.18
1099A	Waste Services Clerk II-A	Step A	20.2432	1619.46	3508.82	42105.86
		Step B	21.2554	1700.43	3684.27	44211.23
		Step C	22.3181	1785.45	3868.47	46421.65
		Step D	23.4340	1874.72	4061.89	48742.72
		Step E	24.6058	1968.46	4265.01	51180.06
		Step F	25.8360	2066.88	4478.24	53738.88
		Step G	27.1278	2170.22	4702.15	56425.82
		Step H	28.4842	2278.74	4937.26	59247.14

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9000A	Wastewater Treatment Plant Operator Grade I-A	Step A	23.8884	1911.07	4140.66	49687.87
		Step B	25.0828	2006.62	4347.69	52172.22
		Step C	26.3368	2106.94	4565.05	54780.54
		Step D	27.6536	2212.29	4793.29	57519.49
		Step E	29.0363	2322.90	5032.96	60395.50
		Step F	30.4881	2439.05	5284.60	63415.25
		Step G	32.0126	2561.01	5548.85	66586.21
		Step H	33.6132	2689.06	5826.29	69915.46
9010A	Wastewater Treatment Plant Operator Grade II-A	Step A	26.3601	2108.81	4569.08	54829.01
		Step B	27.6781	2214.25	4797.54	57570.45
		Step C	29.0620	2324.96	5037.41	60448.96
		Step D	30.5150	2441.20	5289.27	63471.20
		Step E	32.0407	2563.26	5553.72	66644.66
		Step F	33.6429	2691.43	5831.44	69977.23
		Step G	35.3250	2826.00	6123.00	73476.00
		Step H	37.0912	2967.30	6429.14	77149.70

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9020A	Wastewater Treatment Plant Operator Grade III 24Hr-A	Step A	24.5820	2753.18	5965.23	71582.78
		Step B	25.8111	2890.84	6263.49	75161.92
		Step C	27.1016	3035.38	6576.65	78919.86
		Step D	28.4567	3187.15	6905.49	82865.91
		Step E	29.8796	3346.52	7250.78	87009.40
		Step F	31.3736	3513.84	7613.33	91359.92
		Step G	32.9422	3689.53	7993.97	95927.69
		Step H	34.5893	3874.00	8393.67	100724.04
9025A	Wastewater Treatment Plant Operator Grade III 8Hr-A	Step A	32.0137	2561.10	5549.04	66588.50
		Step B	33.6145	2689.16	5826.51	69918.16
		Step C	35.2952	2823.62	6117.83	73414.02
		Step D	37.0599	2964.79	6423.72	77084.59
		Step E	38.9129	3113.03	6744.90	80938.83
		Step F	40.8587	3268.70	7082.17	84986.10
		Step G	42.9015	3432.12	7436.26	89235.12
		Step H	45.0465	3603.72	7808.06	93696.72

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9020ZA	Wastewater Treatment Plant Operator Grade III 8Hr-ZA	Step A	34.4147	2753.18	5965.21	71582.58
		Step B	36.1354	2890.83	6263.47	75161.63
		Step C	37.9421	3035.37	6576.63	78919.57
		Step D	39.8393	3187.14	6905.48	82865.74
		Step E	41.8313	3346.50	7250.76	87009.10
		Step F	43.9229	3513.83	7613.30	91359.63
		Step G	46.1190	3689.52	7993.96	95927.52
		Step H	48.4249	3873.99	8393.65	100723.79
9030A	Wastewater Treatment Plant Operator Grade IV-A	Step A	38.5446	3083.57	6681.06	80172.77
		Step B	40.4718	3237.74	7015.11	84181.34
		Step C	42.4953	3399.62	7365.85	88390.22
		Step D	44.6201	3569.61	7734.15	92809.81
		Step E	46.8512	3748.10	8120.87	97450.50
		Step F	49.1938	3935.50	8526.93	102323.10
		Step G	51.6535	4132.28	8953.27	107439.28
		Step H	54.2361	4338.89	9400.92	112811.09

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1053A	Water Quality Technician-A	Step A	24.5942	1967.54	4262.99	51155.94
		Step B	25.8240	2065.92	4476.16	53713.92
		Step C	27.1153	2169.22	4699.99	56399.82
		Step D	28.4711	2277.69	4934.99	59219.89
		Step E	29.8945	2391.56	5181.71	62180.56
		Step F	31.3893	2511.14	5440.81	65289.74
		Step G	32.9588	2636.70	5712.86	68554.30
		Step H	34.6067	2768.54	5998.49	71981.94
9200A	Water Treatment Plant Operator Grade I 24Hr-A	Step A	17.0631	1911.07	4140.65	49687.75
		Step B	17.9162	2006.61	4347.66	52171.97
		Step C	18.8119	2106.93	4565.02	54780.25
		Step D	19.7526	2212.29	4793.30	57519.57
		Step E	20.7402	2322.90	5032.96	60395.46
		Step F	21.7773	2439.06	5284.62	63415.50
		Step G	22.8661	2561.00	5548.84	66586.08
		Step H	24.0094	2689.05	5826.28	69915.37

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9232A	Water Treatment Plant Operator Grade I 8Hr-A	Step A	23.8884	1911.07	4140.66	49687.87
		Step B	25.0828	2006.62	4347.69	52172.22
		Step C	26.3368	2106.94	4565.05	54780.54
		Step D	27.6536	2212.29	4793.29	57519.49
		Step E	29.0363	2322.90	5032.96	60395.50
		Step F	30.4881	2439.05	5284.60	63415.25
		Step G	32.0126	2561.01	5548.85	66586.21
		Step H	33.6132	2689.06	5826.29	69915.46
9200ZA	Water Treatment Plant Operator Grade I 8Hr-ZA	Step A	23.8884	1911.07	4140.66	49687.87
		Step B	25.0828	2006.62	4347.69	52172.22
		Step C	26.3368	2106.94	4565.05	54780.54
		Step D	27.6536	2212.29	4793.29	57519.49
		Step E	29.0363	2322.90	5032.96	60395.50
		Step F	30.4881	2439.05	5284.60	63415.25
		Step G	32.0126	2561.01	5548.85	66586.21
		Step H	33.6132	2689.06	5826.29	69915.46

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9210A	Water Treatment Plant Operator Grade II 24Hr-A	Step A	18.8287	2108.81	4569.10	54829.17
		Step B	19.7702	2214.26	4797.57	57570.82
		Step C	20.7586	2324.96	5037.42	60449.04
		Step D	21.7967	2441.23	5289.33	63471.99
		Step E	22.8864	2563.28	5553.77	66645.20
		Step F	24.0308	2691.45	5831.47	69977.69
		Step G	25.2323	2826.02	6123.04	73476.46
		Step H	26.4939	2967.32	6429.19	77150.24
9234A	Water Treatment Plant Operator Grade II 8Hr-A	Step A	26.3603	2108.82	4569.12	54829.42
		Step B	27.6783	2214.26	4797.57	57570.86
		Step C	29.0623	2324.98	5037.47	60449.58
		Step D	30.5153	2441.22	5289.32	63471.82
		Step E	32.0410	2563.28	5553.77	66645.28
		Step F	33.6431	2691.45	5831.47	69977.65
		Step G	35.3253	2826.02	6123.05	73476.62
		Step H	37.0915	2967.32	6429.19	77150.32

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9210ZA	Water Treatment Plant Operator Grade II 8Hr-ZA	Step A	26.3603	2108.82	4569.12	54829.42
		Step B	27.6783	2214.26	4797.57	57570.86
		Step C	29.0623	2324.98	5037.47	60449.58
		Step D	30.5153	2441.22	5289.32	63471.82
		Step E	32.0410	2563.28	5553.77	66645.28
		Step F	33.6431	2691.45	5831.47	69977.65
		Step G	35.3253	2826.02	6123.05	73476.62
		Step H	37.0915	2967.32	6429.19	77150.32
9230A	Water Treatment Plant Operator Grade III 24Hr-A	Step A	24.0103	2689.15	5826.50	69917.99
		Step B	25.2108	2823.61	6117.82	73413.85
		Step C	26.4714	2964.80	6423.73	77084.72
		Step D	27.7950	3113.04	6744.92	80939.04
		Step E	29.1847	3268.69	7082.15	84985.85
		Step F	30.6439	3432.12	7436.25	89235.04
		Step G	32.1761	3603.72	7808.07	93696.80
		Step H	33.7849	3783.91	8198.47	98381.63

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9229A	Water Treatment Plant Operator Grade III 8Hr-A	Step A	32.0137	2561.10	5549.04	66588.50
		Step B	33.6145	2689.16	5826.51	69918.16
		Step C	35.2952	2823.62	6117.83	73414.02
		Step D	37.0599	2964.79	6423.72	77084.59
		Step E	38.9129	3113.03	6744.90	80938.83
		Step F	40.8587	3268.70	7082.17	84986.10
		Step G	42.9015	3432.12	7436.26	89235.12
		Step H	45.0465	3603.72	7808.06	93696.72
9230ZA	Water Treatment Plant Operator Grade III 8Hr-ZA	Step A	33.6145	2689.16	5826.51	69918.16
		Step B	35.2951	2823.61	6117.82	73413.81
		Step C	37.0598	2964.78	6423.70	77084.38
		Step D	38.9128	3113.02	6744.89	80938.62
		Step E	40.8585	3268.68	7082.14	84985.68
		Step F	42.9015	3432.12	7436.26	89235.12
		Step G	45.0465	3603.72	7808.06	93696.72
		Step H	47.2989	3783.91	8198.48	98381.71

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1641A	Youth Development Program Coordinator-A	Step A	27.0780	2166.24	4693.52	56322.24
		Step B	28.4319	2274.55	4928.20	59138.35
		Step C	29.8535	2388.28	5174.61	62095.28
		Step D	31.3462	2507.70	5433.34	65200.10
		Step E	32.9135	2633.08	5705.01	68460.08
		Step F	34.5592	2764.74	5990.26	71883.14
		Step G	36.2872	2902.98	6289.78	75477.38
		Step H	38.1016	3048.13	6604.28	79251.33

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0035B	Accountant I-B	Step A	29.9118	2392.94	5184.71	62216.54
		Step B	31.3181	2505.45	5428.47	65141.65
		Step C	32.2576	2580.61	5591.32	67095.81
		Step D	33.2254	2658.03	5759.07	69108.83
		Step E	34.2221	2737.77	5931.83	71181.97
		Step F	35.2488	2819.90	6109.79	73317.50
		Step G	36.3063	2904.50	6293.09	75517.10
		Step H	37.3954	2991.63	6481.87	77782.43
		Step I	38.5173	3081.38	6676.33	80115.98
		Step J	39.6728	3173.82	6876.62	82519.42
		Step K	40.8630	3269.04	7082.92	84995.04
		Step L	42.0889	3367.11	7295.41	87544.91

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0040B	Accountant II-B	Step A	32.9029	2632.23	5703.17	68438.03
		Step B	34.4499	2755.99	5971.32	71655.79
		Step C	35.4834	2838.67	6150.46	73805.47
		Step D	36.5479	2923.83	6334.97	76019.63
		Step E	37.6443	3011.54	6525.01	78300.14
		Step F	38.7737	3101.90	6720.77	80649.30
		Step G	39.9369	3194.95	6922.40	83068.75
		Step H	41.1350	3290.80	7130.07	85560.80
		Step I	42.3690	3389.52	7343.96	88127.52
		Step J	43.6401	3491.21	7564.28	90771.41
		Step K	44.9493	3595.94	7791.21	93494.54
		Step L	46.2978	3703.82	8024.95	96299.42

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1003B	Administrative Supervisor-B	Step A	30.5885	2447.08	5302.01	63624.08
		Step B	32.0266	2562.13	5551.28	66615.33
		Step C	32.9874	2638.99	5717.82	68613.79
		Step D	33.9770	2718.16	5889.35	70672.16
		Step E	34.9964	2799.71	6066.04	72792.51
		Step F	36.0462	2883.70	6248.01	74976.10
		Step G	37.1276	2970.21	6435.45	77225.41
		Step H	38.2415	3059.32	6628.53	79542.32
		Step I	39.3887	3151.10	6827.37	81928.50
		Step J	40.5704	3245.63	7032.20	84386.43
		Step K	41.7875	3343.00	7243.17	86918.00
		Step L	43.0411	3443.29	7460.46	89525.49

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0084B	Administrative Technician-B	Step A	26.5988	2127.90	4610.46	55325.50
		Step B	27.8493	2227.94	4827.21	57926.54
		Step C	28.6848	2294.78	4972.03	59664.38
		Step D	29.5453	2363.62	5121.19	61454.22
		Step E	30.4317	2434.54	5274.83	63297.94
		Step F	31.3446	2507.57	5433.06	65196.77
		Step G	32.2849	2582.79	5596.05	67152.59
		Step H	33.2535	2660.28	5763.94	69167.28
		Step I	34.2511	2740.09	5936.86	71242.29
		Step J	35.2786	2822.29	6114.96	73379.49
		Step K	36.3370	2906.96	6298.41	75580.96
		Step L	37.4271	2994.17	6487.36	77848.37

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8302B	Aquatics Maintenance Technician-B	Step A	26.9830	2158.64	4677.05	56124.64
		Step B	28.2515	2260.12	4896.93	58763.12
		Step C	29.0991	2327.93	5043.84	60526.13
		Step D	29.9721	2397.77	5195.16	62341.97
		Step E	30.8712	2469.70	5351.01	64212.10
		Step F	31.7974	2543.79	5511.55	66138.59
		Step G	32.7513	2620.10	5676.89	68122.70
		Step H	33.7338	2698.70	5847.19	70166.30
		Step I	34.7458	2779.66	6022.61	72271.26
		Step J	35.7882	2863.06	6203.29	74439.46
		Step K	36.8618	2948.94	6389.38	76672.54
		Step L	37.9677	3037.42	6581.07	78972.82

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8300B	Arborist Technician-B	Step A	26.9830	2158.64	4677.05	56124.64
		Step B	28.2515	2260.12	4896.93	58763.12
		Step C	29.0991	2327.93	5043.84	60526.13
		Step D	29.9721	2397.77	5195.16	62341.97
		Step E	30.8712	2469.70	5351.01	64212.10
		Step F	31.7974	2543.79	5511.55	66138.59
		Step G	32.7513	2620.10	5676.89	68122.70
		Step H	33.7338	2698.70	5847.19	70166.30
		Step I	34.7458	2779.66	6022.61	72271.26
		Step J	35.7882	2863.06	6203.29	74439.46
		Step K	36.8618	2948.94	6389.38	76672.54
		Step L	37.9677	3037.42	6581.07	78972.82

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0376B	Assistant Child Care Site Coordinator-B	Step A	21.4056	1712.45	3710.30	44523.65
		Step B	22.4120	1792.96	3884.75	46616.96
		Step C	23.0843	1846.74	4001.28	48015.34
		Step D	23.7768	1902.14	4121.31	49455.74
		Step E	24.4902	1959.22	4244.97	50939.62
		Step F	25.2249	2017.99	4372.32	52467.79
		Step G	25.9816	2078.53	4503.48	54041.73
		Step H	26.7611	2140.89	4638.59	55663.09
		Step I	27.5639	2205.11	4777.74	57332.91
		Step J	28.3908	2271.26	4921.07	59052.86
		Step K	29.2425	2339.40	5068.70	60824.40
		Step L	30.1198	2409.58	5220.77	62649.18

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0338B	Assistant Engineer-B	Step A	36.0720	2885.76	6252.48	75029.76
		Step B	37.7680	3021.44	6546.45	78557.44
		Step C	38.9010	3112.08	6742.84	80914.08
		Step D	40.0680	3205.44	6945.12	83341.44
		Step E	41.2701	3301.61	7153.48	85841.81
		Step F	42.5082	3400.66	7368.09	88417.06
		Step G	43.7834	3502.67	7589.12	91069.47
		Step H	45.0969	3607.75	7816.80	93801.55
		Step I	46.4498	3715.98	8051.30	96615.58
		Step J	47.8433	3827.46	8292.84	99514.06
		Step K	49.2786	3942.29	8541.62	102499.49
		Step L	50.7570	4060.56	8797.88	105574.56

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0650B	Assistant Planner-B	Step A	28.3942	2271.54	4921.66	59059.94
		Step B	29.7291	2378.33	5153.04	61836.53
		Step C	30.6210	2449.68	5307.64	63691.68
		Step D	31.5396	2523.17	5466.86	65602.37
		Step E	32.4858	2598.86	5630.87	67570.46
		Step F	33.4603	2676.82	5799.79	69597.42
		Step G	34.4642	2757.14	5973.79	71685.54
		Step H	35.4981	2839.85	6153.00	73836.05
		Step I	36.5630	2925.04	6337.59	76051.04
		Step J	37.6599	3012.79	6527.72	78332.59
		Step K	38.7897	3103.18	6723.55	80682.58
		Step L	39.9534	3196.27	6925.26	83103.07

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1005B	Associate Engineer (PE)-B	Step A	40.6678	3253.42	7049.09	84589.02
		Step B	42.5798	3406.38	7380.50	88565.98
		Step C	43.8572	3508.58	7601.91	91222.98
		Step D	45.1729	3613.83	7829.97	93959.63
		Step E	46.5281	3722.25	8064.87	96778.45
		Step F	47.9239	3833.91	8306.81	99681.71
		Step G	49.3617	3948.94	8556.03	102672.34
		Step H	50.8425	4067.40	8812.70	105752.40
		Step I	52.3678	4189.42	9077.09	108925.02
		Step J	53.9388	4315.10	9349.39	112192.70
		Step K	55.5570	4444.56	9629.88	115558.56
		Step L	57.2237	4577.90	9918.77	119025.30

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0820B	Associate Engineer-B	Step A	38.7313	3098.50	6713.43	80561.10
		Step B	40.5522	3244.18	7029.05	84348.58
		Step C	41.7687	3341.50	7239.91	86878.90
		Step D	43.0218	3441.74	7457.11	89485.34
		Step E	44.3124	3544.99	7680.82	92169.79
		Step F	45.6418	3651.34	7911.25	94934.94
		Step G	47.0111	3760.89	8148.59	97783.09
		Step H	48.4214	3873.71	8393.04	100716.51
		Step I	49.8740	3989.92	8644.83	103737.92
		Step J	51.3703	4109.62	8904.19	106850.22
		Step K	52.9114	4232.91	9171.31	110055.71
		Step L	54.4987	4359.90	9446.44	113357.30

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0900B	Associate Planner-B	Step A	32.6534	2612.27	5659.92	67919.07
		Step B	34.1884	2735.07	5925.99	71111.87
		Step C	35.2141	2817.13	6103.78	73245.33
		Step D	36.2705	2901.64	6286.89	75442.64
		Step E	37.3586	2988.69	6475.49	77705.89
		Step F	38.4794	3078.35	6669.76	80037.15
		Step G	39.6338	3170.70	6869.86	82438.30
		Step H	40.8228	3265.82	7075.95	84911.42
		Step I	42.0475	3363.80	7288.23	87458.80
		Step J	43.3089	3464.71	7506.88	90082.51
		Step K	44.6082	3568.66	7732.09	92785.06
		Step L	45.9464	3675.71	7964.04	95568.51

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1018B	Building Inspector I-B	Step A	28.0399	2243.19	4860.25	58322.99
		Step B	29.3583	2348.66	5088.77	61065.26
		Step C	30.2390	2419.12	5241.43	62897.12
		Step D	31.1462	2491.70	5398.67	64784.10
		Step E	32.0806	2566.45	5560.64	66727.65
		Step F	33.0430	2643.44	5727.45	68729.44
		Step G	34.0343	2722.74	5899.28	70791.34
		Step H	35.0553	2804.42	6076.25	72915.02
		Step I	36.1070	2888.56	6258.55	75102.56
		Step J	37.1902	2975.22	6446.30	77355.62
		Step K	38.3059	3064.47	6639.69	79676.27
		Step L	39.4551	3156.41	6838.88	82066.61

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1019B	Building Inspector II-B	Step A	30.8440	2467.52	5346.29	64155.52
		Step B	32.2941	2583.53	5597.64	67171.73
		Step C	33.2629	2661.03	5765.57	69186.83
		Step D	34.2608	2740.86	5938.54	71262.46
		Step E	35.2887	2823.10	6116.71	73400.50
		Step F	36.3473	2907.78	6300.20	75602.38
		Step G	37.4377	2995.02	6489.20	77870.42
		Step H	38.5609	3084.87	6683.89	80206.67
		Step I	39.7177	3177.42	6884.40	82612.82
		Step J	40.9092	3272.74	7090.93	85091.14
		Step K	42.1365	3370.92	7303.66	87643.92
		Step L	43.4006	3472.05	7522.77	90273.25

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9425B	Building Maintenance Aide-B	Step A	19.8610	1588.88	3442.57	41310.88
		Step B	20.7948	1663.58	3604.43	43253.18
		Step C	21.4187	1713.50	3712.57	44550.90
		Step D	22.0612	1764.90	3823.94	45887.30
		Step E	22.7231	1817.85	3938.67	47264.05
		Step F	23.4048	1872.38	4056.83	48681.98
		Step G	24.1069	1928.55	4178.53	50142.35
		Step H	24.8301	1986.41	4303.88	51646.61
		Step I	25.5750	2046.00	4433.00	53196.00
		Step J	26.3423	2107.38	4566.00	54791.98
		Step K	27.1325	2170.60	4702.97	56435.60
		Step L	27.9465	2235.72	4844.06	58128.72

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1030B	Building Maintenance Worker I-B	Step A	23.8332	1906.66	4131.09	49573.06
		Step B	24.9537	1996.30	4325.31	51903.70
		Step C	25.7023	2056.18	4455.07	53460.78
		Step D	26.4734	2117.87	4588.72	55064.67
		Step E	27.2676	2181.41	4726.38	56716.61
		Step F	28.0856	2246.85	4868.17	58418.05
		Step G	28.9282	2314.26	5014.22	60170.66
		Step H	29.7960	2383.68	5164.64	61975.68
		Step I	30.6899	2455.19	5319.58	63834.99
		Step J	31.6106	2528.85	5479.17	65750.05
		Step K	32.5589	2604.71	5643.54	67722.51
		Step L	33.5357	2682.86	5812.85	69754.26

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1032B	Building Maintenance Worker II-B	Step A	26.2166	2097.33	4544.21	54530.53
		Step B	27.4490	2195.92	4757.83	57093.92
		Step C	28.2725	2261.80	4900.57	58806.80
		Step D	29.1207	2329.66	5047.59	60571.06
		Step E	29.9943	2399.54	5199.01	62388.14
		Step F	30.8941	2471.53	5354.98	64259.73
		Step G	31.8209	2545.67	5515.62	66187.47
		Step H	32.7756	2622.05	5681.10	68173.25
		Step I	33.7588	2700.70	5851.53	70218.30
		Step J	34.7716	2781.73	6027.08	72324.93
		Step K	35.8148	2865.18	6207.90	74494.78
		Step L	36.8892	2951.14	6394.13	76729.54

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1045B	Building Plans Examiner I-B	Step A	29.2844	2342.75	5075.96	60911.55
		Step B	30.6612	2452.90	5314.61	63775.30
		Step C	31.5810	2526.48	5474.04	65688.48
		Step D	32.5285	2602.28	5638.27	67659.28
		Step E	33.5043	2680.34	5807.41	69688.94
		Step F	34.5095	2760.76	5981.65	71779.76
		Step G	35.5447	2843.58	6161.08	73932.98
		Step H	36.6111	2928.89	6345.92	76151.09
		Step I	37.7094	3016.75	6536.30	78435.55
		Step J	38.8407	3107.26	6732.39	80788.66
		Step K	40.0059	3200.47	6934.36	83212.27
		Step L	41.2061	3296.49	7142.39	85708.69

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1047B	Building Plans Examiner II-B	Step A	32.2127	2577.02	5583.53	67002.42
		Step B	33.7274	2698.19	5846.08	70152.99
		Step C	34.7392	2779.14	6021.46	72257.54
		Step D	35.7814	2862.51	6202.11	74425.31
		Step E	36.8548	2948.38	6388.17	76657.98
		Step F	37.9605	3036.84	6579.82	78957.84
		Step G	39.0993	3127.94	6777.21	81326.54
		Step H	40.2723	3221.78	6980.53	83766.38
		Step I	41.4804	3318.43	7189.94	86279.23
		Step J	42.7249	3417.99	7405.65	88867.79
		Step K	44.0066	3520.53	7627.81	91533.73
		Step L	45.3268	3626.14	7856.65	94279.74

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1361B	Business Systems Analyst I-B	Step A	33.1203	2649.62	5740.85	68890.22
		Step B	34.6775	2774.20	6010.77	72129.20
		Step C	35.7178	2857.42	6191.09	74293.02
		Step D	36.7893	2943.14	6376.81	76521.74
		Step E	37.8930	3031.44	6568.12	78817.44
		Step F	39.0298	3122.38	6765.17	81181.98
		Step G	40.2007	3216.06	6968.12	83617.46
		Step H	41.4067	3312.54	7177.16	86125.94
		Step I	42.6489	3411.91	7392.48	88709.71
		Step J	43.9284	3514.27	7614.26	91371.07
		Step K	45.2462	3619.70	7842.67	94112.10
		Step L	46.6036	3728.29	8077.96	96935.49

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1362B	Business Systems Analyst II-B	Step A	36.4323	2914.58	6314.93	75779.18
		Step B	38.1452	3051.62	6611.83	79342.02
		Step C	39.2895	3143.16	6810.18	81722.16
		Step D	40.4682	3237.46	7014.49	84173.86
		Step E	41.6822	3334.58	7224.91	86698.98
		Step F	42.9327	3434.62	7441.67	89300.02
		Step G	44.2207	3537.66	7664.92	91979.06
		Step H	45.5473	3643.78	7894.87	94738.38
		Step I	46.9137	3753.10	8131.71	97580.50
		Step J	48.3211	3865.69	8375.66	100507.89
		Step K	49.7708	3981.66	8626.94	103523.26
		Step L	51.2639	4101.11	8885.74	106628.91

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1055B	Buyer I-B	Step A	25.2070	2016.56	4369.21	52430.56
		Step B	26.3921	2111.37	4574.63	54895.57
		Step C	27.1839	2174.71	4711.88	56542.51
		Step D	27.9994	2239.95	4853.23	58238.75
		Step E	28.8394	2307.15	4998.83	59985.95
		Step F	29.7046	2376.37	5148.80	61785.57
		Step G	30.5957	2447.66	5303.25	63639.06
		Step H	31.5136	2521.09	5462.36	65548.29
		Step I	32.4590	2596.72	5626.23	67514.72
		Step J	33.4327	2674.62	5795.00	69540.02
		Step K	34.4357	2754.86	5968.85	71626.26
		Step L	35.4688	2837.50	6147.93	73775.10

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1060B	Buyer II-B	Step A	27.7277	2218.22	4806.13	57673.62
		Step B	29.0313	2322.50	5032.09	60385.10
		Step C	29.9023	2392.18	5183.07	62196.78
		Step D	30.7994	2463.95	5338.56	64062.75
		Step E	31.7233	2537.86	5498.71	65984.46
		Step F	32.6750	2614.00	5663.67	67964.00
		Step G	33.6553	2692.42	5833.59	70003.02
		Step H	34.6649	2773.19	6008.58	72102.99
		Step I	35.7049	2856.39	6188.85	74266.19
		Step J	36.7760	2942.08	6374.51	76494.08
		Step K	37.8793	3030.34	6565.75	78788.94
		Step L	39.0157	3121.26	6762.72	81152.66

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1225B	Child Care Site Coordinator-B	Step A	24.6163	1969.30	4266.83	51201.90
		Step B	25.7737	2061.90	4467.44	53609.30
		Step C	26.5469	2123.75	4601.46	55217.55
		Step D	27.3433	2187.46	4739.51	56874.06
		Step E	28.1636	2253.09	4881.69	58580.29
		Step F	29.0085	2320.68	5028.14	60337.68
		Step G	29.8788	2390.30	5178.99	62147.90
		Step H	30.7751	2462.01	5334.35	64012.21
		Step I	31.6984	2535.87	5494.39	65932.67
		Step J	32.6494	2611.95	5659.23	67910.75
		Step K	33.6288	2690.30	5828.99	69947.90
		Step L	34.6377	2771.02	6003.87	72046.42

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1226B	City Clerk Technician I-B	Step A	25.2485	2019.88	4376.41	52516.88
		Step B	26.4356	2114.85	4582.17	54986.05
		Step C	27.2287	2178.30	4719.64	56635.70
		Step D	28.0456	2243.65	4861.24	58334.85
		Step E	28.8869	2310.95	5007.06	60084.75
		Step F	29.7536	2380.29	5157.29	61887.49
		Step G	30.6462	2451.70	5312.01	63744.10
		Step H	31.5655	2525.24	5471.35	65656.24
		Step I	32.5125	2601.00	5635.50	67626.00
		Step J	33.4879	2679.03	5804.57	69654.83
		Step K	34.4925	2759.40	5978.70	71744.40
		Step L	35.5273	2842.18	6158.07	73896.78

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1227B	City Clerk Technician II-B	Step A	27.7733	2221.86	4814.04	57768.46
		Step B	29.0793	2326.34	5040.41	60484.94
		Step C	29.9516	2396.13	5191.61	62299.33
		Step D	30.8502	2468.02	5347.37	64168.42
		Step E	31.7757	2542.06	5507.79	66093.46
		Step F	32.7290	2618.32	5673.03	68076.32
		Step G	33.7108	2696.86	5843.21	70118.46
		Step H	34.7222	2777.78	6018.51	72222.18
		Step I	35.7638	2861.10	6199.06	74388.70
		Step J	36.8367	2946.94	6385.03	76620.34
		Step K	37.9418	3035.34	6576.58	78918.94
		Step L	39.0801	3126.41	6773.88	81286.61

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1364B	Code Enforcement Inspector I-B	Step A	25.0039	2000.31	4334.01	52008.11
		Step B	26.1794	2094.35	4537.76	54453.15
		Step C	26.9648	2157.18	4673.90	56086.78
		Step D	27.7737	2221.90	4814.11	57769.30
		Step E	28.6069	2288.55	4958.53	59502.35
		Step F	29.4651	2357.21	5107.28	61287.41
		Step G	30.3491	2427.93	5260.51	63126.13
		Step H	31.2596	2500.77	5418.33	65019.97
		Step I	32.1973	2575.78	5580.87	66970.38
		Step J	33.1633	2653.06	5748.31	68979.66
		Step K	34.1582	2732.66	5920.75	71049.06
		Step L	35.1829	2814.63	6098.37	73180.43

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1369B	Code Enforcement Inspector II-B	Step A	27.5043	2200.34	4767.41	57208.94
		Step B	28.7974	2303.79	4991.55	59898.59
		Step C	29.6613	2372.90	5141.29	61695.50
		Step D	30.5512	2444.10	5295.54	63546.50
		Step E	31.4677	2517.42	5454.40	65452.82
		Step F	32.4117	2592.94	5618.03	67416.34
		Step G	33.3841	2670.73	5786.58	69438.93
		Step H	34.3856	2750.85	5960.17	71522.05
		Step I	35.4172	2833.38	6138.98	73667.78
		Step J	36.4797	2918.38	6323.15	75877.78
		Step K	37.5741	3005.93	6512.84	78154.13
		Step L	38.7013	3096.10	6708.23	80498.70

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1401B	Community Relations Analyst-B	Step A	35.9299	2874.39	6227.85	74734.19
		Step B	37.6192	3009.54	6520.66	78247.94
		Step C	38.7477	3099.82	6716.27	80595.22
		Step D	39.9102	3192.82	6917.77	83013.22
		Step E	41.1075	3288.60	7125.30	85503.60
		Step F	42.3407	3387.26	7339.05	88068.66
		Step G	43.6109	3488.87	7559.22	90710.67
		Step H	44.9192	3593.54	7785.99	93431.94
		Step I	46.2668	3701.34	8019.58	96234.94
		Step J	47.6548	3812.38	8260.17	99121.98
		Step K	49.0845	3926.76	8507.98	102095.76
		Step L	50.5570	4044.56	8763.21	105158.56

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1248B	Construction Inspection Supervisor-B	Step A	38.5115	3080.92	6675.33	80103.92
		Step B	40.3221	3225.77	6989.16	83869.97
		Step C	41.5317	3322.54	7198.83	86385.94
		Step D	42.7777	3422.22	7414.80	88977.62
		Step E	44.0610	3524.88	7637.24	91646.88
		Step F	45.3829	3630.63	7866.37	94396.43
		Step G	46.7443	3739.54	8102.35	97228.14
		Step H	48.1467	3851.74	8345.43	100145.14
		Step I	49.5911	3967.29	8595.79	103149.49
		Step J	51.0788	4086.30	8853.66	106243.90
		Step K	52.6112	4208.90	9119.27	109431.30
		Step L	54.1895	4335.16	9392.85	112714.16

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1432B	Construction Inspector I-B	Step A	27.6763	2214.10	4797.23	57566.70
		Step B	28.9775	2318.20	5022.77	60273.20
		Step C	29.8468	2387.74	5173.45	62081.34
		Step D	30.7422	2459.38	5328.65	63943.78
		Step E	31.6645	2533.16	5488.51	65862.16
		Step F	32.6144	2609.15	5653.16	67837.95
		Step G	33.5928	2687.42	5822.75	69873.02
		Step H	34.6006	2768.05	5997.44	71969.25
		Step I	35.6386	2851.09	6177.36	74128.29
		Step J	36.7078	2936.62	6362.69	76352.22
		Step K	37.8090	3024.72	6553.56	78642.72
		Step L	38.9433	3115.46	6750.17	81002.06

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1434B	Construction Inspector II-B	Step A	30.4438	2435.50	5276.93	63323.10
		Step B	31.8751	2550.01	5525.02	66300.21
		Step C	32.8314	2626.51	5690.78	68289.31
		Step D	33.8163	2705.30	5861.49	70337.90
		Step E	34.8308	2786.46	6037.34	72448.06
		Step F	35.8757	2870.06	6218.45	74621.46
		Step G	36.9520	2956.16	6405.01	76860.16
		Step H	38.0606	3044.85	6597.17	79166.05
		Step I	39.2024	3136.19	6795.08	81540.99
		Step J	40.3785	3230.28	6998.94	83987.28
		Step K	41.5898	3327.18	7208.90	86506.78
		Step L	42.8375	3427.00	7425.17	89102.00

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1450B	Courier-B	Step A	15.1421	1211.37	2624.63	31495.57
		Step B	15.8538	1268.30	2747.99	32975.90
		Step C	16.3294	1306.35	2830.43	33965.15
		Step D	16.8193	1345.54	2915.35	34984.14
		Step E	17.3239	1385.91	3002.81	36033.71
		Step F	17.8436	1427.49	3092.89	37114.69
		Step G	18.3789	1470.31	3185.68	38228.11
		Step H	18.9303	1514.42	3281.25	39375.02
		Step I	19.4982	1559.86	3379.69	40556.26
		Step J	20.0831	1606.65	3481.07	41772.85
		Step K	20.6856	1654.85	3585.50	43026.05
		Step L	21.3062	1704.50	3693.07	44316.90

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1485B	Custodian-B	Step A	18.3579	1468.63	3182.04	38184.43
		Step B	19.2210	1537.68	3331.64	39979.68
		Step C	19.7976	1583.81	3431.58	41179.01
		Step D	20.3915	1631.32	3534.53	42414.32
		Step E	21.0033	1680.26	3640.57	43686.86
		Step F	21.6334	1730.67	3749.79	44997.47
		Step G	22.2824	1782.59	3862.28	46347.39
		Step H	22.9509	1836.07	3978.16	47737.87
		Step I	23.6394	1891.15	4097.50	49169.95
		Step J	24.3486	1947.89	4220.42	50645.09
		Step K	25.0790	2006.32	4347.03	52164.32
		Step L	25.8314	2066.51	4477.44	53729.31

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1546B	Data Management Specialist I-B	Step A	33.1203	2649.62	5740.85	68890.22
		Step B	34.6775	2774.20	6010.77	72129.20
		Step C	35.7178	2857.42	6191.09	74293.02
		Step D	36.7893	2943.14	6376.81	76521.74
		Step E	37.8930	3031.44	6568.12	78817.44
		Step F	39.0298	3122.38	6765.17	81181.98
		Step G	40.2007	3216.06	6968.12	83617.46
		Step H	41.4067	3312.54	7177.16	86125.94
		Step I	42.6489	3411.91	7392.48	88709.71
		Step J	43.9284	3514.27	7614.26	91371.07
		Step K	45.2462	3619.70	7842.67	94112.10
		Step L	46.6036	3728.29	8077.96	96935.49

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1548B	Data Management Specialist II-B	Step A	36.4323	2914.58	6314.93	75779.18
		Step B	38.1452	3051.62	6611.83	79342.02
		Step C	39.2895	3143.16	6810.18	81722.16
		Step D	40.4682	3237.46	7014.49	84173.86
		Step E	41.6822	3334.58	7224.91	86698.98
		Step F	42.9327	3434.62	7441.67	89300.02
		Step G	44.2207	3537.66	7664.92	91979.06
		Step H	45.5473	3643.78	7894.87	94738.38
		Step I	46.9137	3753.10	8131.71	97580.50
		Step J	48.3211	3865.69	8375.66	100507.89
		Step K	49.7708	3981.66	8626.94	103523.26
		Step L	51.2639	4101.11	8885.74	106628.91

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1551B	Database Analyst I-B	Step A	33.1203	2649.62	5740.85	68890.22
		Step B	34.6775	2774.20	6010.77	72129.20
		Step C	35.7178	2857.42	6191.09	74293.02
		Step D	36.7893	2943.14	6376.81	76521.74
		Step E	37.8930	3031.44	6568.12	78817.44
		Step F	39.0298	3122.38	6765.17	81181.98
		Step G	40.2007	3216.06	6968.12	83617.46
		Step H	41.4067	3312.54	7177.16	86125.94
		Step I	42.6489	3411.91	7392.48	88709.71
		Step J	43.9284	3514.27	7614.26	91371.07
		Step K	45.2462	3619.70	7842.67	94112.10
		Step L	46.6036	3728.29	8077.96	96935.49

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1552B	Database Analyst II-B	Step A	36.4323	2914.58	6314.93	75779.18
		Step B	38.1452	3051.62	6611.83	79342.02
		Step C	39.2895	3143.16	6810.18	81722.16
		Step D	40.4682	3237.46	7014.49	84173.86
		Step E	41.6822	3334.58	7224.91	86698.98
		Step F	42.9327	3434.62	7441.67	89300.02
		Step G	44.2207	3537.66	7664.92	91979.06
		Step H	45.5473	3643.78	7894.87	94738.38
		Step I	46.9137	3753.10	8131.71	97580.50
		Step J	48.3211	3865.69	8375.66	100507.89
		Step K	49.7708	3981.66	8626.94	103523.26
		Step L	51.2639	4101.11	8885.74	106628.91

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1660B	Deputy City Clerk I-B	Step A	18.3221	1465.77	3175.83	38109.97
		Step B	19.1834	1534.67	3325.12	39901.47
		Step C	19.7589	1580.71	3424.88	41098.51
		Step D	20.3517	1628.14	3527.63	42331.54
		Step E	20.9622	1676.98	3633.45	43601.38
		Step F	21.5911	1727.29	3742.46	44909.49
		Step G	22.2388	1779.10	3854.73	46256.70
		Step H	22.9060	1832.48	3970.37	47644.48
		Step I	23.5932	1887.46	4089.49	49073.86
		Step J	24.3010	1944.08	4212.17	50546.08
		Step K	25.0300	2002.40	4338.53	52062.40
		Step L	25.7809	2062.47	4468.69	53624.27

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1665B	Deputy City Clerk II-B	Step A	20.1542	1612.34	3493.39	41920.74
		Step B	21.1018	1688.14	3657.65	43891.74
		Step C	21.7348	1738.78	3767.37	45208.38
		Step D	22.3869	1790.95	3880.40	46564.75
		Step E	23.0585	1844.68	3996.81	47961.68
		Step F	23.7502	1900.02	4116.70	49400.42
		Step G	24.4627	1957.02	4240.20	50882.42
		Step H	25.1966	2015.73	4367.41	52408.93
		Step I	25.9525	2076.20	4498.43	53981.20
		Step J	26.7311	2138.49	4633.39	55600.69
		Step K	27.5330	2202.64	4772.39	57268.64
		Step L	28.3590	2268.72	4915.56	58986.72

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1282B	Development Services Analyst-B	Step A	34.5384	2763.07	5986.66	71839.87
		Step B	36.1623	2892.98	6268.13	75217.58
		Step C	37.2472	2979.78	6456.18	77474.18
		Step D	38.3646	3069.17	6649.86	79798.37
		Step E	39.5155	3161.24	6849.35	82192.24
		Step F	40.7010	3256.08	7054.84	84658.08
		Step G	41.9220	3353.76	7266.48	87197.76
		Step H	43.1797	3454.38	7484.48	89813.78
		Step I	44.4751	3558.01	7709.02	92508.21
		Step J	45.8093	3664.74	7940.28	95283.34
		Step K	47.1836	3774.69	8178.49	98141.89
		Step L	48.5991	3887.93	8423.84	101086.13

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1095B	Development Services Business Analyst I-B	Step A	31.3986	2511.89	5442.42	65309.09
		Step B	32.8748	2629.98	5698.30	68379.58
		Step C	33.8611	2708.89	5869.26	70431.09
		Step D	34.8769	2790.15	6045.33	72543.95
		Step E	35.9232	2873.86	6226.69	74720.26
		Step F	37.0009	2960.07	6413.49	76961.87
		Step G	38.1109	3048.87	6605.89	79270.67
		Step H	39.2542	3140.34	6804.06	81648.74
		Step I	40.4319	3234.55	7008.20	84098.35
		Step J	41.6448	3331.58	7218.43	86621.18
		Step K	42.8942	3431.54	7434.99	89219.94
		Step L	44.1810	3534.48	7658.04	91896.48

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1096B	Development Services Business Analyst II-B	Step A	34.5384	2763.07	5986.66	71839.87
		Step B	36.1623	2892.98	6268.13	75217.58
		Step C	37.2472	2979.78	6456.18	77474.18
		Step D	38.3646	3069.17	6649.86	79798.37
		Step E	39.5155	3161.24	6849.35	82192.24
		Step F	40.7010	3256.08	7054.84	84658.08
		Step G	41.9220	3353.76	7266.48	87197.76
		Step H	43.1797	3454.38	7484.48	89813.78
		Step I	44.4751	3558.01	7709.02	92508.21
		Step J	45.8093	3664.74	7940.28	95283.34
		Step K	47.1836	3774.69	8178.49	98141.89
		Step L	48.5991	3887.93	8423.84	101086.13

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1670B	Development Technician I-B	Step A	22.5600	1804.80	3910.40	46924.80
		Step B	23.6203	1889.62	4094.19	49130.22
		Step C	24.3289	1946.31	4217.01	50604.11
		Step D	25.0588	2004.70	4343.53	52122.30
		Step E	25.8105	2064.84	4473.82	53685.84
		Step F	26.5848	2126.78	4608.03	55296.38
		Step G	27.3824	2190.59	4746.28	56955.39
		Step H	28.2039	2256.31	4888.68	58664.11
		Step I	29.0500	2324.00	5035.33	60424.00
		Step J	29.9215	2393.72	5186.39	62236.72
		Step K	30.8191	2465.53	5341.98	64103.73
		Step L	31.7437	2539.50	5502.24	66026.90

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1672B	Development Technician II-B	Step A	24.8160	1985.28	4301.44	51617.28
		Step B	25.9823	2078.58	4503.60	54043.18
		Step C	26.7618	2140.94	4638.71	55664.54
		Step D	27.5647	2205.18	4777.88	57334.58
		Step E	28.3916	2271.33	4921.21	59054.53
		Step F	29.2434	2339.47	5068.86	60826.27
		Step G	30.1207	2409.66	5220.92	62651.06
		Step H	31.0243	2481.94	5377.55	64530.54
		Step I	31.9550	2556.40	5538.87	66466.40
		Step J	32.9137	2633.10	5705.04	68460.50
		Step K	33.9011	2712.09	5876.19	70514.29
		Step L	34.9181	2793.45	6052.47	72629.65

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9549B	ERP Business Analyst I-B	Step A	34.4935	2759.48	5978.87	71746.48
		Step B	36.1152	2889.22	6259.97	75119.62
		Step C	37.1986	2975.89	6447.76	77373.09
		Step D	38.3146	3065.17	6641.20	79694.37
		Step E	39.4640	3157.12	6840.43	82085.12
		Step F	40.6480	3251.84	7045.65	84547.84
		Step G	41.8674	3349.39	7257.02	87084.19
		Step H	43.1234	3449.87	7474.72	89696.67
		Step I	44.4171	3553.37	7698.96	92387.57
		Step J	45.7496	3659.97	7929.93	95159.17
		Step K	47.1221	3769.77	8167.83	98013.97
		Step L	48.5358	3882.86	8412.87	100954.46

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9550B	ERP Business Analyst II-B	Step A	37.9428	3035.42	6576.75	78921.02
		Step B	39.7267	3178.14	6885.96	82631.54
		Step C	40.9185	3273.48	7092.54	85110.48
		Step D	42.1460	3371.68	7305.31	87663.68
		Step E	43.4104	3472.83	7524.47	90293.63
		Step F	44.7127	3577.02	7750.20	93002.42
		Step G	46.0541	3684.33	7982.71	95792.53
		Step H	47.4357	3794.86	8222.19	98666.26
		Step I	48.8588	3908.70	8468.86	101626.30
		Step J	50.3245	4025.96	8722.91	104674.96
		Step K	51.8343	4146.74	8984.61	107815.34
		Step L	53.3893	4271.14	9254.15	111049.74

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2466B	Energy Program Technician-B	Step A	26.5988	2127.90	4610.46	55325.50
		Step B	27.8493	2227.94	4827.21	57926.54
		Step C	28.6848	2294.78	4972.03	59664.38
		Step D	29.5453	2363.62	5121.19	61454.22
		Step E	30.4317	2434.54	5274.83	63297.94
		Step F	31.3446	2507.57	5433.06	65196.77
		Step G	32.2849	2582.79	5596.05	67152.59
		Step H	33.2535	2660.28	5763.94	69167.28
		Step I	34.2511	2740.09	5936.86	71242.29
		Step J	35.2786	2822.29	6114.96	73379.49
		Step K	36.3370	2906.96	6298.41	75580.96
		Step L	37.4271	2994.17	6487.36	77848.37

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1300B	Engineering Technician I-B	Step A	23.9050	1912.40	4143.53	49722.40
		Step B	25.0289	2002.31	4338.34	52060.11
		Step C	25.7798	2062.38	4468.50	53621.98
		Step D	26.5532	2124.26	4602.55	55230.66
		Step E	27.3498	2187.98	4740.63	56887.58
		Step F	28.1703	2253.62	4882.85	58594.22
		Step G	29.0154	2321.23	5029.34	60352.03
		Step H	29.8859	2390.87	5180.22	62162.67
		Step I	30.7824	2462.59	5335.62	64027.39
		Step J	31.7059	2536.47	5495.69	65948.27
		Step K	32.6571	2612.57	5660.56	67926.77
		Step L	33.6368	2690.94	5830.38	69964.54

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1350B	Engineering Technician II-B	Step A	26.2956	2103.65	4557.90	54694.85
		Step B	27.5319	2202.55	4772.20	57266.35
		Step C	28.3579	2268.63	4915.37	58984.43
		Step D	29.2086	2336.69	5062.82	60753.89
		Step E	30.0849	2406.79	5214.72	62576.59
		Step F	30.9874	2478.99	5371.15	64453.79
		Step G	31.9170	2553.36	5532.28	66387.36
		Step H	32.8746	2629.97	5698.26	68379.17
		Step I	33.8608	2708.86	5869.21	70430.46
		Step J	34.8766	2790.13	6045.28	72543.33
		Step K	35.9229	2873.83	6226.64	74719.63
		Step L	37.0006	2960.05	6413.44	76961.25

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2542B	Environmental Compliance Specialist I-B	Step A	26.0439	2083.51	4514.28	54171.31
		Step B	27.2684	2181.47	4726.52	56718.27
		Step C	28.0864	2246.91	4868.31	58419.71
		Step D	28.9290	2314.32	5014.36	60172.32
		Step E	29.7969	2383.75	5164.80	61977.55
		Step F	30.6908	2455.26	5319.74	63836.86
		Step G	31.6115	2528.92	5479.33	65751.92
		Step H	32.5599	2604.79	5643.72	67724.59
		Step I	33.5366	2682.93	5813.01	69756.13
		Step J	34.5427	2763.42	5987.40	71848.82
		Step K	35.5790	2846.32	6167.03	74004.32
		Step L	36.6464	2931.71	6352.04	76224.51

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2544B	Environmental Compliance Specialist II-B	Step A	28.6482	2291.86	4965.69	59588.26
		Step B	29.9952	2399.62	5199.17	62390.02
		Step C	30.8950	2471.60	5355.13	64261.60
		Step D	31.8219	2545.75	5515.80	66189.55
		Step E	32.7765	2622.12	5681.26	68175.12
		Step F	33.7598	2700.78	5851.70	70220.38
		Step G	34.7726	2781.81	6027.25	72327.01
		Step H	35.8158	2865.26	6208.07	74496.86
		Step I	36.8903	2951.22	6394.32	76731.82
		Step J	37.9970	3039.76	6586.15	79033.76
		Step K	39.1369	3130.95	6783.73	81404.75
		Step L	40.3110	3224.88	6987.24	83846.88

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2560B	Equipment Serviceworker-B	Step A	21.2863	1702.90	3689.63	44275.50
		Step B	22.2871	1782.97	3863.10	46357.17
		Step C	22.9557	1836.46	3978.99	47747.86
		Step D	23.6444	1891.55	4098.36	49180.35
		Step E	24.3537	1948.30	4221.31	50655.70
		Step F	25.0843	2006.74	4347.95	52175.34
		Step G	25.8369	2066.95	4478.40	53740.75
		Step H	26.6120	2128.96	4612.75	55352.96
		Step I	27.4103	2192.82	4751.12	57013.42
		Step J	28.2326	2258.61	4893.65	58723.81
		Step K	29.0796	2326.37	5040.46	60485.57
		Step L	29.9520	2396.16	5191.68	62300.16

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3334B	Finance Clerk I-B	Step A	18.4029	1472.23	3189.84	38278.03
		Step B	19.2682	1541.46	3339.82	40077.86
		Step C	19.8462	1587.70	3440.01	41280.10
		Step D	20.4416	1635.33	3543.21	42518.53
		Step E	21.0548	1684.38	3649.50	43793.98
		Step F	21.6865	1734.92	3758.99	45107.92
		Step G	22.3371	1786.97	3871.76	46461.17
		Step H	23.0072	1840.58	3987.91	47854.98
		Step I	23.6974	1895.79	4107.55	49290.59
		Step J	24.4083	1952.66	4230.77	50769.26
		Step K	25.1406	2011.25	4357.70	52292.45
		Step L	25.8948	2071.58	4488.43	53861.18

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3335B	Finance Clerk II-B	Step A	20.2432	1619.46	3508.82	42105.86
		Step B	21.1949	1695.59	3673.78	44085.39
		Step C	21.8308	1746.46	3784.01	45408.06
		Step D	22.4857	1798.86	3897.52	46770.26
		Step E	23.1603	1852.82	4014.45	48173.42
		Step F	23.8551	1908.41	4134.88	49618.61
		Step G	24.5707	1965.66	4258.92	51107.06
		Step H	25.3078	2024.62	4386.69	52640.22
		Step I	26.0671	2085.37	4518.30	54219.57
		Step J	26.8491	2147.93	4653.84	55846.13
		Step K	27.6546	2212.37	4793.46	57521.57
		Step L	28.4842	2278.74	4937.26	59247.14

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3325B	Finance Technician I-B	Step A	21.8375	1747.00	3785.17	45422.00
		Step B	22.8643	1829.14	3963.15	47557.74
		Step C	23.5502	1884.02	4082.03	48984.42
		Step D	24.2567	1940.54	4204.49	50453.94
		Step E	24.9844	1998.75	4330.63	51967.55
		Step F	25.7340	2058.72	4460.56	53526.72
		Step G	26.5060	2120.48	4594.37	55132.48
		Step H	27.3012	2184.10	4732.21	56786.50
		Step I	28.1202	2249.62	4874.17	58490.02
		Step J	28.9638	2317.10	5020.39	60244.70
		Step K	29.8327	2386.62	5171.00	62052.02
		Step L	30.7277	2458.22	5326.13	63913.62

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3326B	Finance Technician II-B	Step A	24.0212	1921.70	4163.67	49964.10
		Step B	25.1507	2012.06	4359.45	52313.46
		Step C	25.9053	2072.42	4490.25	53883.02
		Step D	26.6824	2134.59	4624.95	55499.39
		Step E	27.4829	2198.63	4763.70	57164.43
		Step F	28.3074	2264.59	4906.62	58879.39
		Step G	29.1566	2332.53	5053.81	60645.73
		Step H	30.0313	2402.50	5205.43	62465.10
		Step I	30.9322	2474.58	5361.58	64338.98
		Step J	31.8602	2548.82	5522.43	66269.22
		Step K	32.8160	2625.28	5688.11	68257.28
		Step L	33.8005	2704.04	5858.75	70305.04

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3319B	Fleet Management Technician-B	Step A	29.6198	2369.58	5134.10	61609.18
		Step B	31.0124	2480.99	5375.48	64505.79
		Step C	31.9428	2555.42	5536.75	66441.02
		Step D	32.9011	2632.09	5702.86	68434.29
		Step E	33.8881	2711.05	5873.94	70487.25
		Step F	34.9048	2792.38	6050.17	72601.98
		Step G	35.9519	2876.15	6231.66	74779.95
		Step H	37.0305	2962.44	6418.62	77023.44
		Step I	38.1414	3051.31	6611.18	79334.11
		Step J	39.2856	3142.85	6809.50	81714.05
		Step K	40.4642	3237.14	7013.79	84165.54
		Step L	41.6781	3334.25	7224.20	86690.45

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3410B	GIS Analyst I-B	Step A	29.9031	2392.25	5183.20	62198.45
		Step B	31.3089	2504.71	5426.88	65122.51
		Step C	32.2481	2579.85	5589.67	67076.05
		Step D	33.2156	2657.25	5757.37	69088.45
		Step E	34.2120	2736.96	5930.08	71160.96
		Step F	35.2384	2819.07	6107.99	73295.87
		Step G	36.2956	2903.65	6291.24	75494.85
		Step H	37.3844	2990.75	6479.96	77759.55
		Step I	38.5060	3080.48	6674.37	80092.48
		Step J	39.6611	3172.89	6874.59	82495.09
		Step K	40.8510	3268.08	7080.84	84970.08
		Step L	42.0765	3366.12	7293.26	87519.12

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3412B	GIS Analyst II-B	Step A	32.8940	2631.52	5701.63	68419.52
		Step B	34.4403	2755.22	5969.65	71635.82
		Step C	35.4735	2837.88	6148.74	73784.88
		Step D	36.5377	2923.02	6333.20	75998.42
		Step E	37.6339	3010.71	6523.21	78278.51
		Step F	38.7629	3101.03	6718.90	80626.83
		Step G	39.9258	3194.06	6920.47	83045.66
		Step H	41.1235	3289.88	7128.07	85536.88
		Step I	42.3572	3388.58	7341.91	88102.98
		Step J	43.6280	3490.24	7562.19	90746.24
		Step K	44.9368	3594.94	7789.05	93468.54
		Step L	46.2849	3702.79	8022.72	96272.59

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2213B	GIS Technician I-B	Step A	23.9059	1912.47	4143.69	49724.27
		Step B	25.0298	2002.38	4338.50	52061.98
		Step C	25.7806	2062.45	4468.64	53623.65
		Step D	26.5541	2124.33	4602.71	55232.53
		Step E	27.3507	2188.06	4740.79	56889.46
		Step F	28.1712	2253.70	4883.01	58596.10
		Step G	29.0163	2321.30	5029.49	60353.90
		Step H	29.8868	2390.94	5180.38	62164.54
		Step I	30.7834	2462.67	5335.79	64029.47
		Step J	31.7069	2536.55	5495.86	65950.35
		Step K	32.6582	2612.66	5660.75	67929.06
		Step L	33.6379	2691.03	5830.57	69966.83

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2214B	GIS Technician II-B	Step A	26.2964	2103.71	4558.04	54696.51
		Step B	27.5327	2202.62	4772.33	57268.02
		Step C	28.3587	2268.70	4915.51	58986.10
		Step D	29.2095	2336.76	5062.98	60755.76
		Step E	30.0858	2406.86	5214.87	62578.46
		Step F	30.9883	2479.06	5371.31	64455.66
		Step G	31.9180	2553.44	5532.45	66389.44
		Step H	32.8755	2630.04	5698.42	68381.04
		Step I	33.8618	2708.94	5869.38	70432.54
		Step J	34.8777	2790.22	6045.47	72545.62
		Step K	35.9240	2873.92	6226.83	74721.92
		Step L	37.0017	2960.14	6413.63	76963.54

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3401B	Housing Analyst I-B	Step A	30.8198	2465.58	5342.10	64105.18
		Step B	32.2688	2581.50	5593.26	67119.10
		Step C	33.2369	2658.95	5761.06	69132.75
		Step D	34.2340	2738.72	5933.89	71206.72
		Step E	35.2610	2820.88	6111.91	73342.88
		Step F	36.3188	2905.50	6295.26	75543.10
		Step G	37.4084	2992.67	6484.12	77809.47
		Step H	38.5307	3082.46	6678.65	80143.86
		Step I	39.6866	3174.93	6879.01	82548.13
		Step J	40.8772	3270.18	7085.38	85024.58
		Step K	42.1035	3368.28	7297.94	87575.28
		Step L	43.3666	3469.33	7516.88	90202.53

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3402B	Housing Analyst II-B	Step A	33.9017	2712.14	5876.29	70515.54
		Step B	35.4958	2839.66	6152.61	73831.26
		Step C	36.5607	2924.86	6337.19	76046.26
		Step D	37.6575	3012.60	6527.30	78327.60
		Step E	38.7872	3102.98	6723.11	80677.38
		Step F	39.9508	3196.06	6924.81	83097.66
		Step G	41.1494	3291.95	7132.56	85590.75
		Step H	42.3839	3390.71	7346.54	88158.51
		Step I	43.6554	3492.43	7566.94	90803.23
		Step J	44.9650	3597.20	7793.93	93527.20
		Step K	46.3140	3705.12	8027.76	96333.12
		Step L	47.7034	3816.27	8268.59	99223.07

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3591B	Housing Technician I-B	Step A	24.1808	1934.46	4191.34	50296.06
		Step B	25.3176	2025.41	4388.38	52660.61
		Step C	26.0771	2086.17	4520.03	54240.37
		Step D	26.8594	2148.75	4655.63	55867.55
		Step E	27.6652	2213.22	4795.30	57543.62
		Step F	28.4952	2279.62	4939.17	59270.02
		Step G	29.3500	2348.00	5087.33	61048.00
		Step H	30.2305	2418.44	5239.95	62879.44
		Step I	31.1374	2490.99	5397.15	64765.79
		Step J	32.0715	2565.72	5559.06	66708.72
		Step K	33.0337	2642.70	5725.84	68710.10
		Step L	34.0247	2721.98	5897.61	70771.38

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3592B	Housing Technician II-B	Step A	26.5988	2127.90	4610.46	55325.50
		Step B	27.8493	2227.94	4827.21	57926.54
		Step C	28.6848	2294.78	4972.03	59664.38
		Step D	29.5453	2363.62	5121.19	61454.22
		Step E	30.4317	2434.54	5274.83	63297.94
		Step F	31.3446	2507.57	5433.06	65196.77
		Step G	32.2849	2582.79	5596.05	67152.59
		Step H	33.2535	2660.28	5763.94	69167.28
		Step I	34.2511	2740.09	5936.86	71242.29
		Step J	35.2786	2822.29	6114.96	73379.49
		Step K	36.3370	2906.96	6298.41	75580.96
		Step L	37.4271	2994.17	6487.36	77848.37

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3604B	Industrial Waste Specialist-B	Step A	31.1119	2488.95	5392.73	64712.75
		Step B	32.5746	2605.97	5646.26	67755.17
		Step C	33.5518	2684.14	5815.65	69787.74
		Step D	34.5584	2764.67	5990.12	71881.47
		Step E	35.5951	2847.61	6169.82	74037.81
		Step F	36.6630	2933.04	6354.92	76259.04
		Step G	37.7629	3021.03	6545.57	78546.83
		Step H	38.8957	3111.66	6741.92	80903.06
		Step I	40.0626	3205.01	6944.18	83330.21
		Step J	41.2645	3301.16	7152.51	85830.16
		Step K	42.5024	3400.19	7367.08	88404.99
		Step L	43.7775	3502.20	7588.10	91057.20

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3610B	Industrial Waste Technician-B	Step A	27.0536	2164.29	4689.29	56271.49
		Step B	28.3256	2266.05	4909.77	58917.25
		Step C	29.1754	2334.03	5057.07	60684.83
		Step D	30.0507	2404.06	5208.79	62505.46
		Step E	30.9522	2476.18	5365.05	64380.58
		Step F	31.8808	2550.46	5526.01	66312.06
		Step G	32.8372	2626.98	5691.78	68301.38
		Step H	33.8223	2705.78	5862.53	70350.38
		Step I	34.8370	2786.96	6038.41	72460.96
		Step J	35.8821	2870.57	6219.56	74634.77
		Step K	36.9585	2956.68	6406.14	76873.68
		Step L	38.0673	3045.38	6598.33	79179.98

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3793B	Information Technology Analyst I-B	Step A	33.1203	2649.62	5740.85	68890.22
		Step B	34.6775	2774.20	6010.77	72129.20
		Step C	35.7178	2857.42	6191.09	74293.02
		Step D	36.7893	2943.14	6376.81	76521.74
		Step E	37.8930	3031.44	6568.12	78817.44
		Step F	39.0298	3122.38	6765.17	81181.98
		Step G	40.2007	3216.06	6968.12	83617.46
		Step H	41.4067	3312.54	7177.16	86125.94
		Step I	42.6489	3411.91	7392.48	88709.71
		Step J	43.9284	3514.27	7614.26	91371.07
		Step K	45.2462	3619.70	7842.67	94112.10
		Step L	46.6036	3728.29	8077.96	96935.49

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3794B	Information Technology Analyst II-B	Step A	36.4323	2914.58	6314.93	75779.18
		Step B	38.1452	3051.62	6611.83	79342.02
		Step C	39.2895	3143.16	6810.18	81722.16
		Step D	40.4682	3237.46	7014.49	84173.86
		Step E	41.6822	3334.58	7224.91	86698.98
		Step F	42.9327	3434.62	7441.67	89300.02
		Step G	44.2207	3537.66	7664.92	91979.06
		Step H	45.5473	3643.78	7894.87	94738.38
		Step I	46.9137	3753.10	8131.71	97580.50
		Step J	48.3211	3865.69	8375.66	100507.89
		Step K	49.7708	3981.66	8626.94	103523.26
		Step L	51.2639	4101.11	8885.74	106628.91

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3617B	Information Technology Technician I-B	Step A	25.1115	2008.92	4352.66	52231.92
		Step B	26.2923	2103.38	4557.33	54687.98
		Step C	27.0810	2166.48	4694.04	56328.48
		Step D	27.8935	2231.48	4834.87	58018.48
		Step E	28.7303	2298.42	4979.92	59759.02
		Step F	29.5922	2367.38	5129.31	61551.78
		Step G	30.4799	2438.39	5283.18	63398.19
		Step H	31.3943	2511.54	5441.68	65300.14
		Step I	32.3362	2586.90	5604.94	67259.30
		Step J	33.3062	2664.50	5773.07	69276.90
		Step K	34.3054	2744.43	5946.27	71355.23
		Step L	35.3346	2826.77	6124.66	73495.97

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3618B	Information Technology Technician II-B	Step A	27.6226	2209.81	4787.92	57455.01
		Step B	28.9213	2313.70	5013.03	60156.30
		Step C	29.7889	2383.11	5163.41	61960.91
		Step D	30.6826	2454.61	5318.32	63819.81
		Step E	31.6031	2528.25	5477.87	65734.45
		Step F	32.5512	2604.10	5642.21	67706.50
		Step G	33.5277	2682.22	5811.47	69737.62
		Step H	34.5335	2762.68	5985.81	71829.68
		Step I	35.5695	2845.56	6165.38	73984.56
		Step J	36.6366	2930.93	6350.34	76204.13
		Step K	37.7357	3018.86	6540.85	78490.26
		Step L	38.8678	3109.42	6737.09	80845.02

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3730B	Interpretive Services Specialist I-B	Step A	24.6163	1969.30	4266.83	51201.90
		Step B	25.7737	2061.90	4467.44	53609.30
		Step C	26.5469	2123.75	4601.46	55217.55
		Step D	27.3433	2187.46	4739.51	56874.06
		Step E	28.1636	2253.09	4881.69	58580.29
		Step F	29.0085	2320.68	5028.14	60337.68
		Step G	29.8788	2390.30	5178.99	62147.90
		Step H	30.7751	2462.01	5334.35	64012.21
		Step I	31.6984	2535.87	5494.39	65932.67
		Step J	32.6494	2611.95	5659.23	67910.75
		Step K	33.6288	2690.30	5828.99	69947.90
		Step L	34.6377	2771.02	6003.87	72046.42

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3732B	Interpretive Services Specialist II-B	Step A	27.0780	2166.24	4693.52	56322.24
		Step B	28.3512	2268.10	4914.21	58970.50
		Step C	29.2017	2336.14	5061.63	60739.54
		Step D	30.0778	2406.22	5213.49	62561.82
		Step E	30.9801	2478.41	5369.88	64438.61
		Step F	31.9095	2552.76	5530.98	66371.76
		Step G	32.8668	2629.34	5696.91	68362.94
		Step H	33.8528	2708.22	5867.82	70413.82
		Step I	34.8684	2789.47	6043.86	72526.27
		Step J	35.9144	2873.15	6225.16	74701.95
		Step K	36.9918	2959.34	6411.91	76942.94
		Step L	38.1016	3048.13	6604.28	79251.33

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5075B	Irrigation Technician-B	Step A	26.9830	2158.64	4677.05	56124.64
		Step B	28.2515	2260.12	4896.93	58763.12
		Step C	29.0991	2327.93	5043.84	60526.13
		Step D	29.9721	2397.77	5195.16	62341.97
		Step E	30.8712	2469.70	5351.01	64212.10
		Step F	31.7974	2543.79	5511.55	66138.59
		Step G	32.7513	2620.10	5676.89	68122.70
		Step H	33.7338	2698.70	5847.19	70166.30
		Step I	34.7458	2779.66	6022.61	72271.26
		Step J	35.7882	2863.06	6203.29	74439.46
		Step K	36.8618	2948.94	6389.38	76672.54
		Step L	37.9677	3037.42	6581.07	78972.82

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3792B	Junior Engineer-B	Step A	32.7915	2623.32	5683.86	68206.32
		Step B	34.3332	2746.66	5951.09	71413.06
		Step C	35.3632	2829.06	6129.62	73555.46
		Step D	36.4241	2913.93	6313.51	75762.13
		Step E	37.5169	3001.35	6502.93	78035.15
		Step F	38.6424	3091.39	6698.02	80376.19
		Step G	39.8016	3184.13	6898.94	82787.33
		Step H	40.9957	3279.66	7105.92	85271.06
		Step I	42.2256	3378.05	7319.10	87829.25
		Step J	43.4923	3479.38	7538.67	90463.98
		Step K	44.7971	3583.77	7764.83	93177.97
		Step L	46.1410	3691.28	7997.77	95973.28

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4010B	Laboratory Technician I-B	Step A	22.3589	1788.71	3875.54	46506.51
		Step B	23.4103	1872.82	4057.79	48693.42
		Step C	24.1126	1929.01	4179.52	50154.21
		Step D	24.8360	1986.88	4304.91	51658.88
		Step E	25.5811	2046.49	4434.06	53208.69
		Step F	26.3485	2107.88	4567.07	54804.88
		Step G	27.1390	2171.12	4704.09	56449.12
		Step H	27.9531	2236.25	4845.20	58142.45
		Step I	28.7917	2303.34	4990.56	59886.74
		Step J	29.6555	2372.44	5140.29	61683.44
		Step K	30.5451	2443.61	5294.48	63533.81
		Step L	31.4615	2516.92	5453.33	65439.92

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4020B	Laboratory Technician II-B	Step A	24.5942	1967.54	4262.99	51155.94
		Step B	25.7506	2060.05	4463.44	53561.25
		Step C	26.5232	2121.86	4597.35	55168.26
		Step D	27.3188	2185.50	4735.26	56823.10
		Step E	28.1384	2251.07	4877.32	58527.87
		Step F	28.9826	2318.61	5023.65	60283.81
		Step G	29.8520	2388.16	5174.35	62092.16
		Step H	30.7476	2459.81	5329.58	63955.01
		Step I	31.6700	2533.60	5489.47	65873.60
		Step J	32.6201	2609.61	5654.15	67849.81
		Step K	33.5987	2687.90	5823.77	69885.30
		Step L	34.6067	2768.54	5998.49	71981.94

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4151B	Librarian I-B	Step A	25.9051	2072.41	4490.22	53882.61
		Step B	27.1231	2169.85	4701.34	56416.05
		Step C	27.9368	2234.94	4842.38	58108.54
		Step D	28.7749	2301.99	4987.65	59851.79
		Step E	29.6382	2371.06	5137.29	61647.46
		Step F	30.5273	2442.18	5291.40	63496.78
		Step G	31.4431	2515.45	5450.14	65401.65
		Step H	32.3864	2590.91	5613.64	67363.71
		Step I	33.3580	2668.64	5782.05	69384.64
		Step J	34.3588	2748.70	5955.53	71466.30
		Step K	35.3895	2831.16	6134.18	73610.16
		Step L	36.4512	2916.10	6318.21	75818.50

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4152B	Librarian II-B	Step A	28.4956	2279.65	4939.24	59270.85
		Step B	29.8354	2386.83	5171.47	62057.63
		Step C	30.7305	2458.44	5326.62	63919.44
		Step D	31.6524	2532.19	5486.42	65836.99
		Step E	32.6020	2608.16	5651.01	67812.16
		Step F	33.5800	2686.40	5820.53	69846.40
		Step G	34.5874	2766.99	5995.15	71941.79
		Step H	35.6250	2850.00	6175.00	74100.00
		Step I	36.6938	2935.50	6360.26	76323.10
		Step J	37.7946	3023.57	6551.06	78612.77
		Step K	38.9284	3114.27	6747.59	80971.07
		Step L	40.0963	3207.70	6950.03	83400.30

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4200B	Library Assistant I-B	Step A	17.4972	1399.78	3032.85	36394.18
		Step B	18.3200	1465.60	3175.47	38105.60
		Step C	18.8696	1509.57	3270.73	39248.77
		Step D	19.4357	1554.86	3368.85	40426.26
		Step E	20.0187	1601.50	3469.91	41638.90
		Step F	20.6193	1649.54	3574.01	42888.14
		Step G	21.2379	1699.03	3681.24	44174.83
		Step H	21.8750	1750.00	3791.67	45500.00
		Step I	22.5312	1802.50	3905.41	46864.90
		Step J	23.2072	1856.58	4022.58	48270.98
		Step K	23.9034	1912.27	4143.26	49719.07
		Step L	24.6205	1969.64	4267.55	51210.64

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4210B	Library Assistant II-B	Step A	19.2471	1539.77	3336.16	40033.97
		Step B	20.1520	1612.16	3493.01	41916.16
		Step C	20.7566	1660.53	3597.81	43173.73
		Step D	21.3793	1710.34	3705.75	44468.94
		Step E	22.0206	1761.65	3816.90	45802.85
		Step F	22.6813	1814.50	3931.43	47177.10
		Step G	23.3617	1868.94	4049.36	48592.34
		Step H	24.0625	1925.00	4170.83	50050.00
		Step I	24.7844	1982.75	4295.96	51551.55
		Step J	25.5279	2042.23	4424.84	53098.03
		Step K	26.2938	2103.50	4557.59	54691.10
		Step L	27.0826	2166.61	4694.32	56331.81

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4250B	Library Technician-B	Step A	23.1548	1852.38	4013.50	48161.98
		Step B	24.2435	1939.48	4202.21	50426.48
		Step C	24.9709	1997.67	4328.29	51939.47
		Step D	25.7200	2057.60	4458.13	53497.60
		Step E	26.4916	2119.33	4591.88	55102.53
		Step F	27.2863	2182.90	4729.63	56755.50
		Step G	28.1049	2248.39	4871.52	58458.19
		Step H	28.9481	2315.85	5017.67	60212.05
		Step I	29.8165	2385.32	5168.19	62018.32
		Step J	30.7110	2456.88	5323.24	63878.88
		Step K	31.6323	2530.58	5482.93	65795.18
		Step L	32.5813	2606.50	5647.43	67769.10

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4516B	Marketing and Communication Analyst I-B	Step A	32.6636	2613.09	5661.69	67940.29
		Step B	34.1993	2735.94	5927.88	71134.54
		Step C	35.2253	2818.02	6105.72	73268.62
		Step D	36.2820	2902.56	6288.88	75466.56
		Step E	37.3705	2989.64	6477.55	77730.64
		Step F	38.4916	3079.33	6671.88	80062.53
		Step G	39.6464	3171.71	6872.04	82464.51
		Step H	40.8358	3266.86	7078.21	84938.46
		Step I	42.0608	3364.86	7290.54	87486.46
		Step J	43.3227	3465.82	7509.27	90111.22
		Step K	44.6223	3569.78	7734.53	92814.38
		Step L	45.9610	3676.88	7966.57	95598.88

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4517B	Marketing and Communication Analyst II-B	Step A	35.9299	2874.39	6227.85	74734.19
		Step B	37.6192	3009.54	6520.66	78247.94
		Step C	38.7477	3099.82	6716.27	80595.22
		Step D	39.9102	3192.82	6917.77	83013.22
		Step E	41.1075	3288.60	7125.30	85503.60
		Step F	42.3407	3387.26	7339.05	88068.66
		Step G	43.6109	3488.87	7559.22	90710.67
		Step H	44.9192	3593.54	7785.99	93431.94
		Step I	46.2668	3701.34	8019.58	96234.94
		Step J	47.6548	3812.38	8260.17	99121.98
		Step K	49.0845	3926.76	8507.98	102095.76
		Step L	50.5570	4044.56	8763.21	105158.56

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4500B	Mechanic I-B	Step A	24.4793	1958.34	4243.08	50916.94
		Step B	25.6301	2050.41	4442.55	53310.61
		Step C	26.3990	2111.92	4575.83	54909.92
		Step D	27.1910	2175.28	4713.11	56557.28
		Step E	28.0067	2240.54	4854.49	58253.94
		Step F	28.8469	2307.75	5000.13	60001.55
		Step G	29.7123	2376.98	5150.13	61801.58
		Step H	30.6037	2448.30	5304.64	63655.70
		Step I	31.5218	2521.74	5463.78	65565.34
		Step J	32.4674	2597.39	5627.68	67532.19
		Step K	33.4415	2675.32	5796.53	69558.32
		Step L	34.4447	2755.58	5970.41	71644.98

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4501B	Mechanic II-B	Step A	26.9272	2154.18	4667.38	56008.58
		Step B	28.1931	2255.45	4886.80	58641.65
		Step C	29.0389	2323.11	5033.41	60400.91
		Step D	29.9101	2392.81	5184.42	62213.01
		Step E	30.8074	2464.59	5339.95	64079.39
		Step F	31.7316	2538.53	5500.14	66001.73
		Step G	32.6836	2614.69	5665.16	67981.89
		Step H	33.6641	2693.13	5835.11	70021.33
		Step I	34.6740	2773.92	6010.16	72121.92
		Step J	35.7142	2857.14	6190.46	74285.54
		Step K	36.7856	2942.85	6376.17	76514.05
		Step L	37.8892	3031.14	6567.46	78809.54

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4540B	Meter Reader-B	Step A	20.3153	1625.22	3521.32	42255.82
		Step B	21.2701	1701.61	3686.82	44241.81
		Step C	21.9082	1752.66	3797.42	45569.06
		Step D	22.5654	1805.23	3911.34	46936.03
		Step E	23.2424	1859.39	4028.68	48344.19
		Step F	23.9397	1915.18	4149.55	49794.58
		Step G	24.6578	1972.62	4274.02	51288.22
		Step H	25.3976	2031.81	4402.25	52827.01
		Step I	26.1595	2092.76	4534.31	54411.76
		Step J	26.9443	2155.54	4670.35	56044.14
		Step K	27.7526	2220.21	4810.45	57725.41
		Step L	28.5852	2286.82	4954.77	59457.22

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4534B	Meter Service Worker-B	Step A	21.3310	1706.48	3697.37	44368.48
		Step B	22.3335	1786.68	3871.14	46453.68
		Step C	23.0035	1840.28	3987.27	47847.28
		Step D	23.6936	1895.49	4106.89	49282.69
		Step E	24.4045	1952.36	4230.11	50761.36
		Step F	25.1366	2010.93	4357.01	52284.13
		Step G	25.8907	2071.26	4487.72	53852.66
		Step H	26.6674	2133.39	4622.35	55468.19
		Step I	27.4674	2197.39	4761.02	57132.19
		Step J	28.2915	2263.32	4903.86	58846.32
		Step K	29.1402	2331.22	5050.97	60611.62
		Step L	30.0144	2401.15	5202.50	62429.95

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9555B	Natural Resources Specialist I-B	Step A	25.7565	2060.52	4464.46	53573.52
		Step B	26.9674	2157.39	4674.35	56092.19
		Step C	27.7764	2222.11	4814.58	57774.91
		Step D	28.6097	2288.78	4959.01	59508.18
		Step E	29.4680	2357.44	5107.79	61293.44
		Step F	30.3520	2428.16	5261.01	63132.16
		Step G	31.2626	2501.01	5418.85	65026.21
		Step H	32.2005	2576.04	5581.42	66977.04
		Step I	33.1665	2653.32	5748.86	68986.32
		Step J	34.1615	2732.92	5921.33	71055.92
		Step K	35.1863	2814.90	6098.96	73187.50
		Step L	36.2419	2899.35	6281.93	75383.15

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9545B	Natural Resources Specialist II-B	Step A	28.3321	2266.57	4910.90	58930.77
		Step B	29.6642	2373.14	5141.79	61701.54
		Step C	30.5541	2444.33	5296.04	63552.53
		Step D	31.4707	2517.66	5454.92	65459.06
		Step E	32.4149	2593.19	5618.58	67422.99
		Step F	33.3873	2670.98	5787.13	69445.58
		Step G	34.3889	2751.11	5960.74	71528.91
		Step H	35.4206	2833.65	6139.57	73674.85
		Step I	36.4832	2918.66	6323.75	75885.06
		Step J	37.5777	3006.22	6513.47	78161.62
		Step K	38.7050	3096.40	6708.87	80506.40
		Step L	39.8662	3189.30	6910.14	82921.70

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4870B	Natural Resources Worker I-B	Step A	20.3611	1628.89	3529.26	42351.09
		Step B	21.3186	1705.49	3695.22	44342.69
		Step C	21.9581	1756.65	3806.07	45672.85
		Step D	22.6169	1809.35	3920.26	47043.15
		Step E	23.2954	1863.63	4037.87	48454.43
		Step F	23.9943	1919.54	4159.01	49908.14
		Step G	24.7141	1977.13	4283.78	51405.33
		Step H	25.4555	2036.44	4412.29	52947.44
		Step I	26.2192	2097.54	4544.66	54535.94
		Step J	27.0057	2160.46	4680.99	56171.86
		Step K	27.8159	2225.27	4821.42	57857.07
		Step L	28.6504	2292.03	4966.07	59592.83

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4872B	Natural Resources Worker II-B	Step A	22.3977	1791.82	3882.27	46587.22
		Step B	23.4506	1876.05	4064.77	48777.25
		Step C	24.1541	1932.33	4186.71	50240.53
		Step D	24.8787	1990.30	4312.31	51747.70
		Step E	25.6251	2050.01	4441.68	53300.21
		Step F	26.3938	2111.50	4574.93	54899.10
		Step G	27.1856	2174.85	4712.17	56546.05
		Step H	28.0012	2240.10	4853.54	58242.50
		Step I	28.8412	2307.30	4999.14	59989.70
		Step J	29.7065	2376.52	5149.13	61789.52
		Step K	30.5977	2447.82	5303.60	63643.22
		Step L	31.5156	2521.25	5462.70	65552.45

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4956B	Office Assistant I-B	Step A	16.6561	1332.49	2887.06	34644.69
		Step B	17.4392	1395.14	3022.79	36273.54
		Step C	17.9624	1436.99	3113.48	37361.79
		Step D	18.5012	1480.10	3206.87	38482.50
		Step E	19.0563	1524.50	3303.09	39637.10
		Step F	19.6280	1570.24	3402.19	40826.24
		Step G	20.2168	1617.34	3504.25	42050.94
		Step H	20.8233	1665.86	3609.37	43312.46
		Step I	21.4480	1715.84	3717.65	44611.84
		Step J	22.0914	1767.31	3829.18	45950.11
		Step K	22.7542	1820.34	3944.06	47328.74
		Step L	23.4368	1874.94	4062.38	48748.54

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4957B	Office Assistant II-B	Step A	18.3216	1465.73	3175.74	38108.93
		Step B	19.1831	1534.65	3325.07	39900.85
		Step C	19.7586	1580.69	3424.82	41097.89
		Step D	20.3514	1628.11	3527.58	42330.91
		Step E	20.9619	1676.95	3633.40	43600.75
		Step F	21.5908	1727.26	3742.41	44908.86
		Step G	22.2385	1779.08	3854.67	46256.08
		Step H	22.9056	1832.45	3970.30	47643.65
		Step I	23.5928	1887.42	4089.42	49073.02
		Step J	24.3006	1944.05	4212.10	50545.25
		Step K	25.0296	2002.37	4338.46	52061.57
		Step L	25.7805	2062.44	4468.62	53623.44

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1028B	Organics Truck Driver-B	Step A	25.7349	2058.79	4460.72	53528.59
		Step B	26.9448	2155.58	4670.43	56045.18
		Step C	27.7532	2220.26	4810.55	57726.66
		Step D	28.5858	2286.86	4954.87	59458.46
		Step E	29.4433	2355.46	5103.51	61242.06
		Step F	30.3266	2426.13	5256.61	63079.33
		Step G	31.2364	2498.91	5414.31	64971.71
		Step H	32.1735	2573.88	5576.74	66920.88
		Step I	33.1387	2651.10	5744.04	68928.50
		Step J	34.1329	2730.63	5916.37	70996.43
		Step K	35.1569	2812.55	6093.86	73126.35
		Step L	36.2116	2896.93	6276.68	75320.13

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5070B	Parks Maintenance Worker I-B	Step A	19.3917	1551.34	3361.23	40334.74
		Step B	20.3035	1624.28	3519.27	42231.28
		Step C	20.9126	1673.01	3624.85	43498.21
		Step D	21.5400	1723.20	3733.60	44803.20
		Step E	22.1862	1774.90	3845.61	46147.30
		Step F	22.8518	1828.14	3960.98	47531.74
		Step G	23.5373	1882.98	4079.80	48957.58
		Step H	24.2434	1939.47	4202.19	50426.27
		Step I	24.9707	1997.66	4328.25	51939.06
		Step J	25.7199	2057.59	4458.12	53497.39
		Step K	26.4915	2119.32	4591.86	55102.32
		Step L	27.2862	2182.90	4729.61	56755.30

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5080B	Parks Maintenance Worker II-B	Step A	21.3310	1706.48	3697.37	44368.48
		Step B	22.3340	1786.72	3871.23	46454.72
		Step C	23.0040	1840.32	3987.36	47848.32
		Step D	23.6941	1895.53	4106.98	49283.73
		Step E	24.4049	1952.39	4230.18	50762.19
		Step F	25.1371	2010.97	4357.10	52285.17
		Step G	25.8912	2071.30	4487.81	53853.70
		Step H	26.6679	2133.43	4622.44	55469.23
		Step I	27.4680	2197.44	4761.12	57133.44
		Step J	28.2920	2263.36	4903.95	58847.36
		Step K	29.1408	2331.26	5051.07	60612.86
		Step L	30.0150	2401.20	5202.60	62431.20

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1278B	Parks Project Technician-B	Step A	26.9830	2158.64	4677.05	56124.64
		Step B	28.2517	2260.14	4896.96	58763.54
		Step C	29.0992	2327.94	5043.86	60526.34
		Step D	29.9722	2397.78	5195.18	62342.18
		Step E	30.8714	2469.71	5351.04	64212.51
		Step F	31.7975	2543.80	5511.57	66138.80
		Step G	32.7514	2620.11	5676.91	68122.91
		Step H	33.7340	2698.72	5847.23	70166.72
		Step I	34.7460	2779.68	6022.64	72271.68
		Step J	35.7884	2863.07	6203.32	74439.87
		Step K	36.8620	2948.96	6389.41	76672.96
		Step L	37.9679	3037.43	6581.10	78973.23

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9556B	Parks Recreation and Libraries Coordinator I-B	Step A	24.6163	1969.30	4266.83	51201.90
		Step B	25.7737	2061.90	4467.44	53609.30
		Step C	26.5469	2123.75	4601.46	55217.55
		Step D	27.3433	2187.46	4739.51	56874.06
		Step E	28.1636	2253.09	4881.69	58580.29
		Step F	29.0085	2320.68	5028.14	60337.68
		Step G	29.8788	2390.30	5178.99	62147.90
		Step H	30.7751	2462.01	5334.35	64012.21
		Step I	31.6984	2535.87	5494.39	65932.67
		Step J	32.6494	2611.95	5659.23	67910.75
		Step K	33.6288	2690.30	5828.99	69947.90
		Step L	34.6377	2771.02	6003.87	72046.42

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9543B	Parks Recreation and Libraries Coordinator II-B	Step A	27.0780	2166.24	4693.52	56322.24
		Step B	28.3512	2268.10	4914.21	58970.50
		Step C	29.2017	2336.14	5061.63	60739.54
		Step D	30.0778	2406.22	5213.49	62561.82
		Step E	30.9801	2478.41	5369.88	64438.61
		Step F	31.9095	2552.76	5530.98	66371.76
		Step G	32.8668	2629.34	5696.91	68362.94
		Step H	33.8528	2708.22	5867.82	70413.82
		Step I	34.8684	2789.47	6043.86	72526.27
		Step J	35.9144	2873.15	6225.16	74701.95
		Step K	36.9918	2959.34	6411.91	76942.94
		Step L	38.1016	3048.13	6604.28	79251.33

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5045B	Parks Recreation and Libraries Technician-B	Step A	24.8157	1985.26	4301.39	51616.66
		Step B	25.9823	2078.58	4503.60	54043.18
		Step C	26.7618	2140.94	4638.71	55664.54
		Step D	27.5647	2205.18	4777.88	57334.58
		Step E	28.3916	2271.33	4921.21	59054.53
		Step F	29.2434	2339.47	5068.86	60826.27
		Step G	30.1207	2409.66	5220.92	62651.06
		Step H	31.0243	2481.94	5377.55	64530.54
		Step I	31.9550	2556.40	5538.87	66466.40
		Step J	32.9137	2633.10	5705.04	68460.50
		Step K	33.9011	2712.09	5876.19	70514.29
		Step L	34.9181	2793.45	6052.47	72629.65

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9548B	Passport/Livescan Agent-B	Step A	18.3221	1465.77	3175.83	38109.97
		Step B	19.1834	1534.67	3325.12	39901.47
		Step C	19.7589	1580.71	3424.88	41098.51
		Step D	20.3517	1628.14	3527.63	42331.54
		Step E	20.9622	1676.98	3633.45	43601.38
		Step F	21.5911	1727.29	3742.46	44909.49
		Step G	22.2388	1779.10	3854.73	46256.70
		Step H	22.9060	1832.48	3970.37	47644.48
		Step I	23.5932	1887.46	4089.49	49073.86
		Step J	24.3010	1944.08	4212.17	50546.08
		Step K	25.0300	2002.40	4338.53	52062.40
		Step L	25.7809	2062.47	4468.69	53624.27

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5277B	Permit Technician I-B	Step A	22.3173	1785.38	3868.33	46419.98
		Step B	23.3663	1869.30	4050.16	48601.90
		Step C	24.0672	1925.38	4171.65	50059.78
		Step D	24.7893	1983.14	4296.81	51561.74
		Step E	25.5329	2042.63	4425.70	53108.43
		Step F	26.2989	2103.91	4558.48	54701.71
		Step G	27.0879	2167.03	4695.24	56342.83
		Step H	27.9005	2232.04	4836.09	58033.04
		Step I	28.7376	2299.01	4981.18	59774.21
		Step J	29.5997	2367.98	5130.61	61567.38
		Step K	30.4877	2439.02	5284.53	63414.42
		Step L	31.4023	2512.18	5443.07	65316.78

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5279B	Permit Technician II-B	Step A	24.5490	1963.92	4255.16	51061.92
		Step B	25.7028	2056.22	4455.15	53461.82
		Step C	26.4739	2117.91	4588.81	55065.71
		Step D	27.2681	2181.45	4726.47	56717.65
		Step E	28.0861	2246.89	4868.26	58419.09
		Step F	28.9287	2314.30	5014.31	60171.70
		Step G	29.7966	2383.73	5164.74	61976.93
		Step H	30.6905	2455.24	5319.69	63836.24
		Step I	31.6112	2528.90	5479.27	65751.30
		Step J	32.5595	2604.76	5643.65	67723.76
		Step K	33.5363	2682.90	5812.96	69755.50
		Step L	34.5424	2763.39	5987.35	71848.19

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5560B	Project Coordinator-B	Step A	33.4883	2679.06	5804.64	69655.66
		Step B	35.0627	2805.02	6077.53	72930.42
		Step C	36.1146	2889.17	6259.86	75118.37
		Step D	37.1980	2975.84	6447.65	77371.84
		Step E	38.3139	3065.11	6641.08	79692.91
		Step F	39.4633	3157.06	6840.31	82083.66
		Step G	40.6472	3251.78	7045.51	84546.18
		Step H	41.8667	3349.34	7256.89	87082.74
		Step I	43.1227	3449.82	7474.60	89695.22
		Step J	44.4163	3553.30	7698.83	92385.90
		Step K	45.7488	3659.90	7929.79	95157.50
		Step L	47.1213	3769.70	8167.69	98012.30

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8304B	Recreation Leader-B	Step A	18.3216	1465.73	3175.74	38108.93
		Step B	19.1831	1534.65	3325.07	39900.85
		Step C	19.7586	1580.69	3424.82	41097.89
		Step D	20.3514	1628.11	3527.58	42330.91
		Step E	20.9619	1676.95	3633.40	43600.75
		Step F	21.5908	1727.26	3742.41	44908.86
		Step G	22.2385	1779.08	3854.67	46256.08
		Step H	22.9056	1832.45	3970.30	47643.65
		Step I	23.5928	1887.42	4089.42	49073.02
		Step J	24.3006	1944.05	4212.10	50545.25
		Step K	25.0296	2002.37	4338.46	52061.57
		Step L	25.7805	2062.44	4468.62	53623.44

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6150B	Recycling and Organics Coordinator-B	Step A	30.0807	2406.46	5213.99	62567.86
		Step B	31.4949	2519.59	5459.12	65509.39
		Step C	32.4397	2595.18	5622.88	67474.58
		Step D	33.4129	2673.03	5791.57	69498.83
		Step E	34.4153	2753.22	5965.32	71583.82
		Step F	35.4478	2835.82	6144.29	73731.42
		Step G	36.5112	2920.90	6328.61	75943.30
		Step H	37.6065	3008.52	6518.46	78221.52
		Step I	38.7347	3098.78	6714.01	80568.18
		Step J	39.8968	3191.74	6915.45	82985.34
		Step K	41.0937	3287.50	7122.91	85474.90
		Step L	42.3265	3386.12	7336.59	88039.12

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6225B	Refuse Maintenance Worker I-B	Step A	19.2909	1543.27	3343.76	40125.07
		Step B	20.1978	1615.82	3500.95	42011.42
		Step C	20.8038	1664.30	3605.99	43271.90
		Step D	21.4279	1714.23	3714.17	44570.03
		Step E	22.0707	1765.66	3825.59	45907.06
		Step F	22.7328	1818.62	3940.35	47284.22
		Step G	23.4148	1873.18	4058.57	48702.78
		Step H	24.1173	1929.38	4180.33	50163.98
		Step I	24.8408	1987.26	4305.74	51668.86
		Step J	25.5860	2046.88	4434.91	53218.88
		Step K	26.3536	2108.29	4567.96	54815.49
		Step L	27.1442	2171.54	4704.99	56459.94

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6226B	Refuse Maintenance Worker II-B	Step A	21.2203	1697.62	3678.19	44138.22
		Step B	22.2177	1777.42	3851.07	46212.82
		Step C	22.8842	1830.74	3966.59	47599.14
		Step D	23.5707	1885.66	4085.59	49027.06
		Step E	24.2779	1942.23	4208.17	50498.03
		Step F	25.0062	2000.50	4334.41	52012.90
		Step G	25.7564	2060.51	4464.44	53573.31
		Step H	26.5291	2122.33	4598.38	55180.53
		Step I	27.3249	2185.99	4736.32	56835.79
		Step J	28.1447	2251.58	4878.41	58540.98
		Step K	28.9890	2319.12	5024.76	60297.12
		Step L	29.8587	2388.70	5175.51	62106.10

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6302B	Refuse Truck Driver I-B	Step A	22.2800	1782.40	3861.87	46342.40
		Step B	23.3274	1866.19	4043.42	48520.99
		Step C	24.0272	1922.18	4164.71	49976.58
		Step D	24.7481	1979.85	4289.67	51476.05
		Step E	25.4905	2039.24	4418.35	53020.24
		Step F	26.2552	2100.42	4550.90	54610.82
		Step G	27.0429	2163.43	4687.44	56249.23
		Step H	27.8542	2228.34	4828.06	57936.74
		Step I	28.6898	2295.18	4972.90	59674.78
		Step J	29.5505	2364.04	5122.09	61465.04
		Step K	30.4370	2434.96	5275.75	63308.96
		Step L	31.3501	2508.01	5434.02	65208.21

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6304B	Refuse Truck Driver II-B	Step A	24.5094	1960.75	4248.30	50979.55
		Step B	25.6617	2052.94	4448.03	53376.34
		Step C	26.4316	2114.53	4581.48	54977.73
		Step D	27.2245	2177.96	4718.91	56626.96
		Step E	28.0412	2243.30	4860.47	58325.70
		Step F	28.8825	2310.60	5006.30	60075.60
		Step G	29.7490	2379.92	5156.49	61877.92
		Step H	30.6414	2451.31	5311.18	63734.11
		Step I	31.5607	2524.86	5470.52	65646.26
		Step J	32.5075	2600.60	5634.63	67615.60
		Step K	33.4827	2678.62	5803.67	69644.02
		Step L	34.4872	2758.98	5977.78	71733.38

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1088B	Security Analyst I-B	Step A	34.7763	2782.10	6027.89	72334.70
		Step B	36.4113	2912.90	6311.29	75735.50
		Step C	37.5036	3000.29	6500.62	78007.49
		Step D	38.6287	3090.30	6695.64	80347.70
		Step E	39.7876	3183.01	6896.52	82758.21
		Step F	40.9812	3278.50	7103.41	85240.90
		Step G	42.2107	3376.86	7316.52	87798.26
		Step H	43.4770	3478.16	7536.01	90432.16
		Step I	44.7813	3582.50	7762.09	93145.10
		Step J	46.1247	3689.98	7994.95	95939.38
		Step K	47.5085	3800.68	8234.81	98817.68
		Step L	48.9337	3914.70	8481.84	101782.10

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1089B	Security Analyst II-B	Step A	38.2539	3060.31	6630.68	79568.11
		Step B	40.0524	3204.19	6942.42	83308.99
		Step C	41.2540	3300.32	7150.69	85808.32
		Step D	42.4916	3399.33	7365.21	88382.53
		Step E	43.7664	3501.31	7586.18	91034.11
		Step F	45.0793	3606.34	7813.75	93764.94
		Step G	46.4317	3714.54	8048.16	96577.94
		Step H	47.8247	3825.98	8289.61	99475.38
		Step I	49.2594	3940.75	8538.30	102459.55
		Step J	50.7372	4058.98	8794.45	105533.38
		Step K	52.2593	4180.74	9058.28	108699.34
		Step L	53.8271	4306.17	9330.03	111960.37

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1090B	Security Architect-B	Step A	40.1666	3213.33	6962.21	83546.53
		Step B	42.0550	3364.40	7289.53	87474.40
		Step C	43.3167	3465.34	7508.23	90098.74
		Step D	44.6162	3569.30	7733.47	92801.70
		Step E	45.9547	3676.38	7965.48	95585.78
		Step F	47.3333	3786.66	8204.44	98453.26
		Step G	48.7533	3900.26	8450.57	101406.86
		Step H	50.2159	4017.27	8704.09	104449.07
		Step I	51.7224	4137.79	8965.22	107582.59
		Step J	53.2741	4261.93	9234.18	110810.13
		Step K	54.8723	4389.78	9511.20	114134.38
		Step L	56.5184	4521.47	9796.52	117558.27

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1051B	Senior Accountant-B	Step A	36.1933	2895.46	6273.51	75282.06
		Step B	37.8949	3031.59	6568.45	78821.39
		Step C	39.0318	3122.54	6765.51	81186.14
		Step D	40.2027	3216.22	6968.47	83621.62
		Step E	41.4088	3312.70	7177.53	86130.30
		Step F	42.6511	3412.09	7392.86	88714.29
		Step G	43.9306	3514.45	7614.64	91375.65
		Step H	45.2485	3619.88	7843.07	94116.88
		Step I	46.6060	3728.48	8078.37	96940.48
		Step J	48.0041	3840.33	8320.71	99848.53
		Step K	49.4443	3955.54	8570.35	102844.14
		Step L	50.9276	4074.21	8827.45	105929.41

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7117B	Senior Building Inspector-B	Step A	33.9283	2714.26	5880.91	70570.86
		Step B	35.5234	2841.87	6157.39	73888.67
		Step C	36.5891	2927.13	6342.11	76105.33
		Step D	37.6868	3014.94	6532.38	78388.54
		Step E	38.8174	3105.39	6728.35	80740.19
		Step F	39.9819	3198.55	6930.20	83162.35
		Step G	41.1814	3294.51	7138.11	85657.31
		Step H	42.4168	3393.34	7352.25	88226.94
		Step I	43.6893	3495.14	7572.81	90873.74
		Step J	45.0000	3600.00	7800.00	93600.00
		Step K	46.3500	3708.00	8034.00	96408.00
		Step L	47.7405	3819.24	8275.02	99300.24

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7119B	Senior Building Maintenance Worker-B	Step A	28.8382	2307.06	4998.62	59983.46
		Step B	30.1941	2415.53	5233.64	62803.73
		Step C	31.0999	2487.99	5390.65	64687.79
		Step D	32.0329	2562.63	5552.37	66628.43
		Step E	32.9939	2639.51	5718.94	68627.31
		Step F	33.9837	2718.70	5890.51	70686.10
		Step G	35.0032	2800.26	6067.22	72806.66
		Step H	36.0533	2884.26	6249.24	74990.86
		Step I	37.1349	2970.79	6436.72	77240.59
		Step J	38.2489	3059.91	6629.81	79557.71
		Step K	39.3964	3151.71	6828.71	81944.51
		Step L	40.5783	3246.26	7033.57	84402.86

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7195B	Senior Building Plans Examiner-B	Step A	35.4342	2834.74	6141.93	73703.14
		Step B	37.1001	2968.01	6430.68	77168.21
		Step C	38.2131	3057.05	6623.60	79483.25
		Step D	39.3595	3148.76	6822.31	81867.76
		Step E	40.5403	3243.22	7026.99	84323.82
		Step F	41.7565	3340.52	7237.79	86853.52
		Step G	43.0092	3440.74	7454.93	89459.14
		Step H	44.2994	3543.95	7678.56	92142.75
		Step I	45.6284	3650.27	7908.92	94907.07
		Step J	46.9973	3759.78	8146.20	97754.38
		Step K	48.4072	3872.58	8390.58	100686.98
		Step L	49.8594	3988.75	8642.30	103707.55

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7139B	Senior Buyer-B	Step A	30.5006	2440.05	5286.77	63441.25
		Step B	31.9345	2554.76	5535.31	66423.76
		Step C	32.8925	2631.40	5701.37	68416.40
		Step D	33.8793	2710.34	5872.41	70468.94
		Step E	34.8957	2791.66	6048.59	72583.06
		Step F	35.9426	2875.41	6230.05	74760.61
		Step G	37.0208	2961.66	6416.94	77003.26
		Step H	38.1315	3050.52	6609.46	79313.52
		Step I	39.2754	3142.03	6807.74	81692.83
		Step J	40.4537	3236.30	7011.97	84143.70
		Step K	41.6673	3333.38	7222.33	86667.98
		Step L	42.9173	3433.38	7439.00	89267.98

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7134B	Senior Code Enforcement Inspector-B	Step A	31.6229	2529.83	5481.30	65775.63
		Step B	33.1096	2648.77	5739.00	68867.97
		Step C	34.1029	2728.23	5911.17	70934.03
		Step D	35.1260	2810.08	6088.51	73062.08
		Step E	36.1798	2894.38	6271.17	75253.98
		Step F	37.2652	2981.22	6459.30	77511.62
		Step G	38.3832	3070.66	6653.09	79837.06
		Step H	39.5347	3162.78	6852.68	82232.18
		Step I	40.7207	3257.66	7058.25	84699.06
		Step J	41.9423	3355.38	7270.00	87239.98
		Step K	43.2006	3456.05	7488.10	89857.25
		Step L	44.4966	3559.73	7712.74	92552.93

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7121B	Senior Construction Inspector-B	Step A	33.4883	2679.06	5804.64	69655.66
		Step B	35.0627	2805.02	6077.53	72930.42
		Step C	36.1146	2889.17	6259.86	75118.37
		Step D	37.1980	2975.84	6447.65	77371.84
		Step E	38.3139	3065.11	6641.08	79692.91
		Step F	39.4633	3157.06	6840.31	82083.66
		Step G	40.6472	3251.78	7045.51	84546.18
		Step H	41.8667	3349.34	7256.89	87082.74
		Step I	43.1227	3449.82	7474.60	89695.22
		Step J	44.4163	3553.30	7698.83	92385.90
		Step K	45.7488	3659.90	7929.79	95157.50
		Step L	47.1213	3769.70	8167.69	98012.30

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7144B	Senior Custodian-B	Step A	20.1937	1615.50	3500.24	42002.90
		Step B	21.1430	1691.44	3664.79	43977.44
		Step C	21.7773	1742.18	3774.73	45296.78
		Step D	22.4306	1794.45	3887.97	46655.65
		Step E	23.1035	1848.28	4004.61	48055.28
		Step F	23.7966	1903.73	4124.74	49496.93
		Step G	24.5105	1960.84	4248.49	50981.84
		Step H	25.2458	2019.66	4375.94	52511.26
		Step I	26.0032	2080.26	4507.22	54086.66
		Step J	26.7833	2142.66	4642.44	55709.26
		Step K	27.5868	2206.94	4781.71	57380.54
		Step L	28.4144	2273.15	4925.16	59101.95

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7162B	Senior Engineering Technician-B	Step A	28.9251	2314.01	5013.68	60164.21
		Step B	30.2851	2422.81	5249.42	62993.01
		Step C	31.1937	2495.50	5406.91	64882.90
		Step D	32.1295	2570.36	5569.11	66829.36
		Step E	33.0934	2647.47	5736.19	68834.27
		Step F	34.0862	2726.90	5908.27	70899.30
		Step G	35.1088	2808.70	6085.53	73026.30
		Step H	36.1620	2892.96	6268.08	75216.96
		Step I	37.2469	2979.75	6456.13	77473.55
		Step J	38.3643	3069.14	6649.81	79797.74
		Step K	39.5152	3161.22	6849.30	82191.62
		Step L	40.7007	3256.06	7054.79	84657.46

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7146B	Senior Finance Clerk-B	Step A	22.2676	1781.41	3859.72	46316.61
		Step B	23.3145	1865.16	4041.18	48494.16
		Step C	24.0139	1921.11	4162.41	49948.91
		Step D	24.7343	1978.74	4287.28	51447.34
		Step E	25.4764	2038.11	4415.91	52990.91
		Step F	26.2406	2099.25	4548.37	54580.45
		Step G	27.0279	2162.23	4684.84	56218.03
		Step H	27.8387	2227.10	4825.37	57904.50
		Step I	28.6739	2293.91	4970.14	59641.71
		Step J	29.5341	2362.73	5119.24	61430.93
		Step K	30.4201	2433.61	5272.82	63273.81
		Step L	31.3327	2506.62	5431.00	65172.02

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7147B	Senior Finance Technician-B	Step A	26.4234	2113.87	4580.06	54960.67
		Step B	27.6659	2213.27	4795.42	57545.07
		Step C	28.4958	2279.66	4939.27	59271.26
		Step D	29.3507	2348.06	5087.45	61049.46
		Step E	30.2312	2418.50	5240.07	62880.90
		Step F	31.1382	2491.06	5397.29	64767.46
		Step G	32.0723	2565.78	5559.20	66710.38
		Step H	33.0345	2642.76	5725.98	68711.76
		Step I	34.0255	2722.04	5897.75	70773.04
		Step J	35.0463	2803.70	6074.69	72896.30
		Step K	36.0977	2887.82	6256.93	75083.22
		Step L	37.1806	2974.45	6444.64	77335.65

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7148B	Senior Housing Technician-B	Step A	29.2587	2340.70	5071.51	60858.10
		Step B	30.6343	2450.74	5309.95	63719.34
		Step C	31.5533	2524.26	5469.24	65630.86
		Step D	32.4999	2599.99	5633.32	67599.79
		Step E	33.4749	2677.99	5802.32	69627.79
		Step F	34.4791	2758.33	5976.38	71716.53
		Step G	35.5135	2841.08	6155.67	73868.08
		Step H	36.5789	2926.31	6340.34	76084.11
		Step I	37.6763	3014.10	6530.56	78366.70
		Step J	38.8066	3104.53	6726.48	80717.73
		Step K	39.9708	3197.66	6928.27	83139.26
		Step L	41.1699	3293.59	7136.12	85633.39

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7149B	Senior Information Technology Technician-B	Step A	30.3848	2430.78	5266.70	63200.38
		Step B	31.8134	2545.07	5514.32	66171.87
		Step C	32.7678	2621.42	5679.75	68157.02
		Step D	33.7509	2700.07	5850.16	70201.87
		Step E	34.7634	2781.07	6025.66	72307.87
		Step F	35.8063	2864.50	6206.43	74477.10
		Step G	36.8805	2950.44	6392.62	76711.44
		Step H	37.9869	3038.95	6584.40	79012.75
		Step I	39.1265	3130.12	6781.93	81383.12
		Step J	40.3003	3224.02	6985.39	83824.62
		Step K	41.5093	3320.74	7194.95	86339.34
		Step L	42.7546	3420.37	7410.80	88929.57

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3733B	Senior Interpretive Services Specialist-B	Step A	29.7868	2382.94	5163.05	61956.54
		Step B	31.1872	2494.98	5405.78	64869.38
		Step C	32.1228	2569.82	5567.95	66815.42
		Step D	33.0865	2646.92	5734.99	68819.92
		Step E	34.0791	2726.33	5907.04	70884.53
		Step F	35.1015	2808.12	6084.26	73011.12
		Step G	36.1545	2892.36	6266.78	75201.36
		Step H	37.2392	2979.14	6454.79	77457.54
		Step I	38.3563	3068.50	6648.43	79781.10
		Step J	39.5070	3160.56	6847.88	82174.56
		Step K	40.6922	3255.38	7053.31	84639.78
		Step L	41.9130	3353.04	7264.92	87179.04

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7189B	Senior Mechanic-B	Step A	29.6198	2369.58	5134.10	61609.18
		Step B	31.0124	2480.99	5375.48	64505.79
		Step C	31.9428	2555.42	5536.75	66441.02
		Step D	32.9011	2632.09	5702.86	68434.29
		Step E	33.8881	2711.05	5873.94	70487.25
		Step F	34.9048	2792.38	6050.17	72601.98
		Step G	35.9519	2876.15	6231.66	74779.95
		Step H	37.0305	2962.44	6418.62	77023.44
		Step I	38.1414	3051.31	6611.18	79334.11
		Step J	39.2856	3142.85	6809.50	81714.05
		Step K	40.4642	3237.14	7013.79	84165.54
		Step L	41.6781	3334.25	7224.20	86690.45

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7200B	Senior Meter Service Worker-B	Step A	23.4640	1877.12	4067.09	48805.12
		Step B	24.5669	1965.35	4258.26	51099.15
		Step C	25.3039	2024.31	4386.01	52632.11
		Step D	26.0630	2085.04	4517.59	54211.04
		Step E	26.8449	2147.59	4653.12	55837.39
		Step F	27.6502	2212.02	4792.70	57512.42
		Step G	28.4797	2278.38	4936.48	59237.78
		Step H	29.3341	2346.73	5084.58	61014.93
		Step I	30.2141	2417.13	5237.11	62845.33
		Step J	31.1206	2489.65	5394.24	64730.85
		Step K	32.0542	2564.34	5556.06	66672.74
		Step L	33.0158	2641.26	5722.74	68672.86

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7154B	Senior Natural Resources Worker-B	Step A	24.6365	1970.92	4270.33	51243.92
		Step B	25.7948	2063.58	4471.10	53653.18
		Step C	26.5687	2125.50	4605.24	55262.90
		Step D	27.3657	2189.26	4743.39	56920.66
		Step E	28.1867	2254.94	4885.69	58628.34
		Step F	29.0323	2322.58	5032.27	60387.18
		Step G	29.9033	2392.26	5183.24	62198.86
		Step H	30.8004	2464.03	5338.74	64064.83
		Step I	31.7244	2537.95	5498.90	65986.75
		Step J	32.6761	2614.09	5663.86	67966.29
		Step K	33.6564	2692.51	5833.78	70005.31
		Step L	34.6661	2773.29	6008.79	72105.49

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7192B	Senior Parks Maintenance Worker-B	Step A	23.4632	1877.06	4066.95	48803.46
		Step B	24.5666	1965.33	4258.21	51098.53
		Step C	25.3036	2024.29	4385.96	52631.49
		Step D	26.0627	2085.02	4517.53	54210.42
		Step E	26.8446	2147.57	4653.06	55836.77
		Step F	27.6500	2212.00	4792.67	57512.00
		Step G	28.4795	2278.36	4936.45	59237.36
		Step H	29.3338	2346.70	5084.53	61014.30
		Step I	30.2139	2417.11	5237.08	62844.91
		Step J	31.1203	2489.62	5394.19	64730.22
		Step K	32.0539	2564.31	5556.01	66672.11
		Step L	33.0155	2641.24	5722.69	68672.24

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1502B	Senior Permits Technician-B	Step A	27.0039	2160.31	4680.68	56168.11
		Step B	28.2731	2261.85	4900.67	58808.05
		Step C	29.1213	2329.70	5047.69	60572.30
		Step D	29.9949	2399.59	5199.12	62389.39
		Step E	30.8948	2471.58	5355.10	64261.18
		Step F	31.8216	2545.73	5515.74	66188.93
		Step G	32.7763	2622.10	5681.23	68174.70
		Step H	33.7596	2700.77	5851.66	70219.97
		Step I	34.7724	2781.79	6027.22	72326.59
		Step J	35.8155	2865.24	6208.02	74496.24
		Step K	36.8900	2951.20	6394.27	76731.20
		Step L	37.9967	3039.74	6586.09	79033.14

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7129B	Senior Refuse Truck Driver-B	Step A	26.9586	2156.69	4672.82	56073.89
		Step B	28.2261	2258.09	4892.52	58710.29
		Step C	29.0729	2325.83	5039.30	60471.63
		Step D	29.9451	2395.61	5190.48	62285.81
		Step E	30.8434	2467.47	5346.19	64154.27
		Step F	31.7687	2541.50	5506.57	66078.90
		Step G	32.7218	2617.74	5671.78	68061.34
		Step H	33.7034	2696.27	5841.92	70103.07
		Step I	34.7145	2777.16	6017.18	72206.16
		Step J	35.7560	2860.48	6197.71	74372.48
		Step K	36.8286	2946.29	6383.62	76603.49
		Step L	37.9335	3034.68	6575.14	78901.68

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1279B	Senior Solid Waste Billing Technician-B	Step A	26.4239	2113.91	4580.14	54961.71
		Step B	27.6662	2213.30	4795.47	57545.70
		Step C	28.4962	2279.70	4939.34	59272.10
		Step D	29.3511	2348.09	5087.52	61050.29
		Step E	30.2316	2418.53	5240.14	62881.73
		Step F	31.1386	2491.09	5397.36	64768.29
		Step G	32.0727	2565.82	5559.27	66711.22
		Step H	33.0349	2642.79	5726.05	68712.59
		Step I	34.0260	2722.08	5897.84	70774.08
		Step J	35.0468	2803.74	6074.78	72897.34
		Step K	36.0982	2887.86	6257.02	75084.26
		Step L	37.1811	2974.49	6444.72	77336.69

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7187B	Senior Street Maintenance Worker-B	Step A	26.9595	2156.76	4672.98	56075.76
		Step B	28.2271	2258.17	4892.70	58712.37
		Step C	29.0739	2325.91	5039.48	60473.71
		Step D	29.9462	2395.70	5190.67	62288.10
		Step E	30.8445	2467.56	5346.38	64156.56
		Step F	31.7699	2541.59	5506.78	66081.39
		Step G	32.7230	2617.84	5671.99	68063.84
		Step H	33.7047	2696.38	5842.15	70105.78
		Step I	34.7158	2777.26	6017.41	72208.86
		Step J	35.7573	2860.58	6197.93	74375.18
		Step K	36.8300	2946.40	6383.87	76606.40
		Step L	37.9349	3034.79	6575.38	78904.59

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7201B	Senior Tree Trimmer-B	Step A	24.6373	1970.98	4270.47	51245.58
		Step B	25.7957	2063.66	4471.25	53655.06
		Step C	26.5695	2125.56	4605.38	55264.56
		Step D	27.3666	2189.33	4743.54	56922.53
		Step E	28.1876	2255.01	4885.85	58630.21
		Step F	29.0332	2322.66	5032.42	60389.06
		Step G	29.9042	2392.34	5183.39	62200.74
		Step H	30.8014	2464.11	5338.91	64066.91
		Step I	31.7254	2538.03	5499.07	65988.83
		Step J	32.6772	2614.18	5664.05	67968.58
		Step K	33.6575	2692.60	5833.97	70007.60
		Step L	34.6672	2773.38	6008.98	72107.78

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1044B	Senior Utility Customer Service Specialist-B	Step A	25.6746	2053.97	4450.26	53403.17
		Step B	26.8817	2150.54	4659.49	55913.94
		Step C	27.6882	2215.06	4799.29	57591.46
		Step D	28.5188	2281.50	4943.26	59319.10
		Step E	29.3744	2349.95	5091.56	61098.75
		Step F	30.2556	2420.45	5244.30	62931.65
		Step G	31.1633	2493.06	5401.64	64819.66
		Step H	32.0982	2567.86	5563.69	66764.26
		Step I	33.0611	2644.89	5730.59	68767.09
		Step J	34.0530	2724.24	5902.52	70830.24
		Step K	35.0746	2805.97	6079.60	72955.17
		Step L	36.1268	2890.14	6261.98	75143.74

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7203B	Senior Warehouse Worker-B	Step A	23.8041	1904.33	4126.04	49512.53
		Step B	24.9234	1993.87	4320.06	51840.67
		Step C	25.6711	2053.69	4449.66	53395.89
		Step D	26.4412	2115.30	4583.14	54997.70
		Step E	27.2344	2178.75	4720.63	56647.55
		Step F	28.0515	2244.12	4862.26	58347.12
		Step G	28.8930	2311.44	5008.12	60097.44
		Step H	29.7598	2380.78	5158.37	61900.38
		Step I	30.6526	2452.21	5313.12	63757.41
		Step J	31.5722	2525.78	5472.51	65670.18
		Step K	32.5193	2601.54	5636.68	67640.14
		Step L	33.4949	2679.59	5805.78	69669.39

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7324B	Solid Waste Billing Technician-B	Step A	24.0212	1921.70	4163.67	49964.10
		Step B	25.1507	2012.06	4359.45	52313.46
		Step C	25.9053	2072.42	4490.25	53883.02
		Step D	26.6824	2134.59	4624.95	55499.39
		Step E	27.4829	2198.63	4763.70	57164.43
		Step F	28.3074	2264.59	4906.62	58879.39
		Step G	29.1566	2332.53	5053.81	60645.73
		Step H	30.0313	2402.50	5205.43	62465.10
		Step I	30.9322	2474.58	5361.58	64338.98
		Step J	31.8602	2548.82	5522.43	66269.22
		Step K	32.8160	2625.28	5688.11	68257.28
		Step L	33.8005	2704.04	5858.75	70305.04

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7525B	Street Maintenance Worker I-B	Step A	22.2807	1782.46	3861.99	46343.86
		Step B	23.3282	1866.26	4043.55	48522.66
		Step C	24.0280	1922.24	4164.85	49978.24
		Step D	24.7488	1979.90	4289.79	51477.50
		Step E	25.4913	2039.30	4418.49	53021.90
		Step F	26.2561	2100.49	4551.06	54612.69
		Step G	27.0437	2163.50	4687.57	56250.90
		Step H	27.8550	2228.40	4828.20	57938.40
		Step I	28.6907	2295.26	4973.05	59676.66
		Step J	29.5514	2364.11	5122.24	61466.91
		Step K	30.4380	2435.04	5275.92	63311.04
		Step L	31.3511	2508.09	5434.19	65210.29

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7530B	Street Maintenance Worker II-B	Step A	24.5086	1960.69	4248.16	50977.89
		Step B	25.6610	2052.88	4447.91	53374.88
		Step C	26.4309	2114.47	4581.36	54976.27
		Step D	27.2238	2177.90	4718.79	56625.50
		Step E	28.0405	2243.24	4860.35	58324.24
		Step F	28.8817	2310.54	5006.16	60073.94
		Step G	29.7482	2379.86	5156.35	61876.26
		Step H	30.6406	2451.25	5311.04	63732.45
		Step I	31.5598	2524.78	5470.37	65644.38
		Step J	32.5066	2600.53	5634.48	67613.73
		Step K	33.4818	2678.54	5803.51	69642.14
		Step L	34.4863	2758.90	5977.63	71731.50

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7540B	Street Sweeper Operator-B	Step A	25.7341	2058.73	4460.58	53526.93
		Step B	26.9440	2155.52	4670.29	56043.52
		Step C	27.7523	2220.18	4810.40	57724.78
		Step D	28.5849	2286.79	4954.72	59456.59
		Step E	29.4425	2355.40	5103.37	61240.40
		Step F	30.3257	2426.06	5256.45	63077.46
		Step G	31.2355	2498.84	5414.15	64969.84
		Step H	32.1726	2573.81	5576.58	66919.01
		Step I	33.1377	2651.02	5743.87	68926.42
		Step J	34.1319	2730.55	5916.20	70994.35
		Step K	35.1558	2812.46	6093.67	73124.06
		Step L	36.2105	2896.84	6276.49	75317.84

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1091B	Systems Architect-B	Step A	38.2539	3060.31	6630.68	79568.11
		Step B	40.0524	3204.19	6942.42	83308.99
		Step C	41.2540	3300.32	7150.69	85808.32
		Step D	42.4916	3399.33	7365.21	88382.53
		Step E	43.7664	3501.31	7586.18	91034.11
		Step F	45.0793	3606.34	7813.75	93764.94
		Step G	46.4317	3714.54	8048.16	96577.94
		Step H	47.8247	3825.98	8289.61	99475.38
		Step I	49.2594	3940.75	8538.30	102459.55
		Step J	50.7372	4058.98	8794.45	105533.38
		Step K	52.2593	4180.74	9058.28	108699.34
		Step L	53.8271	4306.17	9330.03	111960.37

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1052B	Transportation Grants Analyst-B	Step A	35.5620	2844.96	6164.08	73968.96
		Step B	37.2339	2978.71	6453.88	77446.51
		Step C	38.3510	3068.08	6647.51	79770.08
		Step D	39.5015	3160.12	6846.93	82163.12
		Step E	40.6865	3254.92	7052.33	84627.92
		Step F	41.9071	3352.57	7263.90	87166.77
		Step G	43.1643	3453.14	7481.81	89781.74
		Step H	44.4593	3556.74	7706.28	92475.34
		Step I	45.7930	3663.44	7937.45	95249.44
		Step J	47.1668	3773.34	8175.58	98106.94
		Step K	48.5818	3886.54	8420.85	101050.14
		Step L	50.0393	4003.14	8673.48	104081.74

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1503B	Tree Trimmer I-B	Step A	20.3611	1628.89	3529.26	42351.09
		Step B	21.3185	1705.48	3695.21	44342.48
		Step C	21.9581	1756.65	3806.07	45672.85
		Step D	22.6168	1809.34	3920.25	47042.94
		Step E	23.2953	1863.62	4037.85	48454.22
		Step F	23.9942	1919.54	4158.99	49907.94
		Step G	24.7140	1977.12	4283.76	51405.12
		Step H	25.4554	2036.43	4412.27	52947.23
		Step I	26.2191	2097.53	4544.64	54535.73
		Step J	27.0057	2160.46	4680.99	56171.86
		Step K	27.8158	2225.26	4821.41	57856.86
		Step L	28.6503	2292.02	4966.05	59592.62

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1504B	Tree Trimmer II-B	Step A	22.3976	1791.81	3882.25	46587.01
		Step B	23.4503	1876.02	4064.72	48776.62
		Step C	24.1539	1932.31	4186.68	50240.11
		Step D	24.8785	1990.28	4312.27	51747.28
		Step E	25.6248	2049.98	4441.63	53299.58
		Step F	26.3936	2111.49	4574.89	54898.69
		Step G	27.1854	2174.83	4712.14	56545.63
		Step H	28.0009	2240.07	4853.49	58241.87
		Step I	28.8410	2307.28	4999.11	59989.28
		Step J	29.7062	2376.50	5149.07	61788.90
		Step K	30.5974	2447.79	5303.55	63642.59
		Step L	31.5153	2521.22	5462.65	65551.82

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3314B	Utility Billing Analyst I-B	Step A	34.4935	2759.48	5978.87	71746.48
		Step B	36.1152	2889.22	6259.97	75119.62
		Step C	37.1986	2975.89	6447.76	77373.09
		Step D	38.3146	3065.17	6641.20	79694.37
		Step E	39.4640	3157.12	6840.43	82085.12
		Step F	40.6480	3251.84	7045.65	84547.84
		Step G	41.8674	3349.39	7257.02	87084.19
		Step H	43.1234	3449.87	7474.72	89696.67
		Step I	44.4171	3553.37	7698.96	92387.57
		Step J	45.7496	3659.97	7929.93	95159.17
		Step K	47.1221	3769.77	8167.83	98013.97
		Step L	48.5358	3882.86	8412.87	100954.46

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3315B	Utility Billing Analyst II-B	Step A	37.9428	3035.42	6576.75	78921.02
		Step B	39.7267	3178.14	6885.96	82631.54
		Step C	40.9185	3273.48	7092.54	85110.48
		Step D	42.1460	3371.68	7305.31	87663.68
		Step E	43.4104	3472.83	7524.47	90293.63
		Step F	44.7127	3577.02	7750.20	93002.42
		Step G	46.0541	3684.33	7982.71	95792.53
		Step H	47.4357	3794.86	8222.19	98666.26
		Step I	48.8588	3908.70	8468.86	101626.30
		Step J	50.3245	4025.96	8722.91	104674.96
		Step K	51.8343	4146.74	8984.61	107815.34
		Step L	53.3893	4271.14	9254.15	111049.74

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1050B	Utility Customer Service Representative I-B	Step A	18.4510	1476.08	3198.17	38378.08
		Step B	19.3185	1545.48	3348.54	40182.48
		Step C	19.8981	1591.85	3449.00	41388.05
		Step D	20.4950	1639.60	3552.47	42629.60
		Step E	21.1099	1688.79	3659.05	43908.59
		Step F	21.7432	1739.46	3768.82	45225.86
		Step G	22.3955	1791.64	3881.89	46582.64
		Step H	23.0673	1845.38	3998.33	47979.98
		Step I	23.7594	1900.75	4118.30	49419.55
		Step J	24.4721	1957.77	4241.83	50901.97
		Step K	25.2063	2016.50	4369.09	52429.10
		Step L	25.9625	2077.00	4500.17	54002.00

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1049B	Utility Customer Service Representative II-B	Step A	20.2962	1623.70	3518.01	42216.10
		Step B	21.2504	1700.03	3683.40	44200.83
		Step C	21.8879	1751.03	3793.90	45526.83
		Step D	22.5445	1803.56	3907.71	46892.56
		Step E	23.2208	1857.66	4024.94	48299.26
		Step F	23.9175	1913.40	4145.70	49748.40
		Step G	24.6350	1970.80	4270.07	51240.80
		Step H	25.3740	2029.92	4398.16	52777.92
		Step I	26.1353	2090.82	4530.12	54361.42
		Step J	26.9193	2153.54	4666.01	55992.14
		Step K	27.7269	2218.15	4806.00	57671.95
		Step L	28.5587	2284.70	4950.17	59402.10

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1048B	Utility Customer Service Specialist I-B	Step A	21.2187	1697.50	3677.91	44134.90
		Step B	22.2163	1777.30	3850.83	46209.90
		Step C	22.8828	1830.62	3966.35	47596.22
		Step D	23.5692	1885.54	4085.33	49023.94
		Step E	24.2763	1942.10	4207.89	50494.70
		Step F	25.0046	2000.37	4334.13	52009.57
		Step G	25.7547	2060.38	4464.15	53569.78
		Step H	26.5274	2122.19	4598.08	55176.99
		Step I	27.3232	2185.86	4736.02	56832.26
		Step J	28.1429	2251.43	4878.10	58537.23
		Step K	28.9872	2318.98	5024.45	60293.38
		Step L	29.8568	2388.54	5175.18	62102.14

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1046B	Utility Customer Service Specialist II-B	Step A	23.3406	1867.25	4045.70	48548.45
		Step B	24.4380	1955.04	4235.92	50831.04
		Step C	25.1711	2013.69	4362.99	52355.89
		Step D	25.9263	2074.10	4493.89	53926.70
		Step E	26.7040	2136.32	4628.69	55544.32
		Step F	27.5052	2200.42	4767.57	57210.82
		Step G	28.3303	2266.42	4910.59	58927.02
		Step H	29.1802	2334.42	5057.90	60694.82
		Step I	30.0556	2404.45	5209.64	62515.65
		Step J	30.9573	2476.58	5365.93	64391.18
		Step K	31.8860	2550.88	5526.91	66322.88
		Step L	32.8426	2627.41	5692.72	68312.61

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8938B	Vehicle Maintenance Parts Buyer-B	Step A	23.8041	1904.33	4126.04	49512.53
		Step B	24.9234	1993.87	4320.06	51840.67
		Step C	25.6711	2053.69	4449.66	53395.89
		Step D	26.4412	2115.30	4583.14	54997.70
		Step E	27.2344	2178.75	4720.63	56647.55
		Step F	28.0515	2244.12	4862.26	58347.12
		Step G	28.8930	2311.44	5008.12	60097.44
		Step H	29.7598	2380.78	5158.37	61900.38
		Step I	30.6526	2452.21	5313.12	63757.41
		Step J	31.5722	2525.78	5472.51	65670.18
		Step K	32.5193	2601.54	5636.68	67640.14
		Step L	33.4949	2679.59	5805.78	69669.39

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8940B	Vehicle Maintenance Servicewriter-B	Step A	29.6198	2369.58	5134.10	61609.18
		Step B	31.0124	2480.99	5375.48	64505.79
		Step C	31.9428	2555.42	5536.75	66441.02
		Step D	32.9011	2632.09	5702.86	68434.29
		Step E	33.8881	2711.05	5873.94	70487.25
		Step F	34.9048	2792.38	6050.17	72601.98
		Step G	35.9519	2876.15	6231.66	74779.95
		Step H	37.0305	2962.44	6418.62	77023.44
		Step I	38.1414	3051.31	6611.18	79334.11
		Step J	39.2856	3142.85	6809.50	81714.05
		Step K	40.4642	3237.14	7013.79	84165.54
		Step L	41.6781	3334.25	7224.20	86690.45

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8426B	Video and Multimedia Technician-B	Step A	29.6949	2375.59	5147.12	61765.39
		Step B	31.0911	2487.29	5389.12	64669.49
		Step C	32.0238	2561.90	5550.79	66609.50
		Step D	32.9845	2638.76	5717.31	68607.76
		Step E	33.9741	2717.93	5888.84	70666.13
		Step F	34.9933	2799.46	6065.51	72786.06
		Step G	36.0431	2883.45	6247.47	74969.65
		Step H	37.1244	2969.95	6434.90	77218.75
		Step I	38.2381	3059.05	6627.94	79535.25
		Step J	39.3852	3150.82	6826.77	81921.22
		Step K	40.5668	3245.34	7031.58	84378.94
		Step L	41.7838	3342.70	7242.53	86910.30

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8951B	Warehouse Worker I-B	Step A	19.6729	1573.83	3409.97	40919.63
		Step B	20.5978	1647.82	3570.29	42843.42
		Step C	21.2157	1697.26	3677.39	44128.66
		Step D	21.8522	1748.18	3787.71	45452.58
		Step E	22.5078	1800.62	3901.35	46816.22
		Step F	23.1830	1854.64	4018.39	48220.64
		Step G	23.8785	1910.28	4138.94	49667.28
		Step H	24.5948	1967.58	4263.10	51157.18
		Step I	25.3327	2026.62	4391.00	52692.02
		Step J	26.0927	2087.42	4522.73	54272.82
		Step K	26.8754	2150.03	4658.40	55900.83
		Step L	27.6817	2214.54	4798.16	57577.94

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8952B	Warehouse Worker II-B	Step A	21.6401	1731.21	3750.95	45011.41
		Step B	22.6576	1812.61	3927.32	47127.81
		Step C	23.3373	1866.98	4045.13	48541.58
		Step D	24.0374	1922.99	4166.48	49997.79
		Step E	24.7586	1980.69	4291.49	51497.89
		Step F	25.5013	2040.10	4420.23	53042.70
		Step G	26.2664	2101.31	4552.84	54634.11
		Step H	27.0543	2164.34	4689.41	56272.94
		Step I	27.8660	2229.28	4830.11	57961.28
		Step J	28.7020	2296.16	4975.01	59700.16
		Step K	29.5630	2365.04	5124.25	61491.04
		Step L	30.4499	2435.99	5277.98	63335.79

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1098B	Waste Services Clerk I-B	Step A	18.4029	1472.23	3189.84	38278.03
		Step B	19.2682	1541.46	3339.82	40077.86
		Step C	19.8462	1587.70	3440.01	41280.10
		Step D	20.4416	1635.33	3543.21	42518.53
		Step E	21.0548	1684.38	3649.50	43793.98
		Step F	21.6865	1734.92	3758.99	45107.92
		Step G	22.3371	1786.97	3871.76	46461.17
		Step H	23.0072	1840.58	3987.91	47854.98
		Step I	23.6974	1895.79	4107.55	49290.59
		Step J	24.4083	1952.66	4230.77	50769.26
		Step K	25.1406	2011.25	4357.70	52292.45
		Step L	25.8948	2071.58	4488.43	53861.18

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1099B	Waste Services Clerk II-B	Step A	20.2432	1619.46	3508.82	42105.86
		Step B	21.1949	1695.59	3673.78	44085.39
		Step C	21.8308	1746.46	3784.01	45408.06
		Step D	22.4857	1798.86	3897.52	46770.26
		Step E	23.1603	1852.82	4014.45	48173.42
		Step F	23.8551	1908.41	4134.88	49618.61
		Step G	24.5707	1965.66	4258.92	51107.06
		Step H	25.3078	2024.62	4386.69	52640.22
		Step I	26.0671	2085.37	4518.30	54219.57
		Step J	26.8491	2147.93	4653.84	55846.13
		Step K	27.6546	2212.37	4793.46	57521.57
		Step L	28.4842	2278.74	4937.26	59247.14

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9000B	Wastewater Treatment Plant Operator Grade I-B	Step A	23.8884	1911.07	4140.66	49687.87
		Step B	25.0114	2000.91	4335.31	52023.71
		Step C	25.7617	2060.94	4465.36	53584.34
		Step D	26.5346	2122.77	4599.33	55191.97
		Step E	27.3306	2186.45	4737.30	56847.65
		Step F	28.1505	2252.04	4879.42	58553.04
		Step G	28.9950	2319.60	5025.80	60309.60
		Step H	29.8649	2389.19	5176.58	62118.99
		Step I	30.7608	2460.86	5331.87	63982.46
		Step J	31.6837	2534.70	5491.84	65902.10
		Step K	32.6342	2610.74	5656.59	67879.14
		Step L	33.6132	2689.06	5826.29	69915.46

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9010B	Wastewater Treatment Plant Operator Grade II-B	Step A	26.3601	2108.81	4569.08	54829.01
		Step B	27.5993	2207.94	4783.88	57406.54
		Step C	28.4273	2274.18	4927.40	59128.78
		Step D	29.2801	2342.41	5075.22	60902.61
		Step E	30.1585	2412.68	5227.47	62729.68
		Step F	31.0633	2485.06	5384.31	64611.66
		Step G	31.9952	2559.62	5545.83	66550.02
		Step H	32.9551	2636.41	5712.22	68546.61
		Step I	33.9437	2715.50	5883.57	70602.90
		Step J	34.9620	2796.96	6060.08	72720.96
		Step K	36.0109	2880.87	6241.89	74902.67
		Step L	37.0912	2967.30	6429.14	77149.70

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9020B	Wastewater Treatment Plant Operator Grade III 24Hr-B	Step A	24.5820	2753.18	5965.23	71582.78
		Step B	25.7377	2882.62	6245.68	74948.18
		Step C	26.5098	2969.10	6433.04	77196.54
		Step D	27.3051	3058.17	6626.04	79512.45
		Step E	28.1243	3149.92	6824.83	81897.96
		Step F	28.9680	3244.42	7029.57	84354.82
		Step G	29.8370	3341.74	7240.45	86885.34
		Step H	30.7321	3442.00	7457.66	89491.88
		Step I	31.6541	3545.26	7681.39	92176.74
		Step J	32.6037	3651.61	7911.83	94941.97
		Step K	33.5818	3761.16	8149.18	97790.20
		Step L	34.5893	3874.00	8393.67	100724.04

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9025B	Wastewater Treatment Plant Operator Grade III 8Hr-B	Step A	32.0137	2561.10	5549.04	66588.50
		Step B	33.5188	2681.50	5809.93	69719.10
		Step C	34.5244	2761.95	5984.23	71810.75
		Step D	35.5601	2844.81	6163.75	73965.01
		Step E	36.6269	2930.15	6348.66	76183.95
		Step F	37.7257	3018.06	6539.12	78469.46
		Step G	38.8575	3108.60	6735.30	80823.60
		Step H	40.0232	3201.86	6937.35	83248.26
		Step I	41.2239	3297.91	7145.48	85745.71
		Step J	42.4606	3396.85	7359.84	88318.05
		Step K	43.7345	3498.76	7580.65	90967.76
		Step L	45.0465	3603.72	7808.06	93696.72

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9020ZB	Wastewater Treatment Plant Operator Grade III 8Hr-ZB	Step A	34.4147	2753.18	5965.21	71582.58
		Step B	36.0327	2882.62	6245.67	74948.02
		Step C	37.1137	2969.10	6433.04	77196.50
		Step D	38.2271	3058.17	6626.03	79512.37
		Step E	39.3739	3149.91	6824.81	81897.71
		Step F	40.5551	3244.41	7029.55	84354.61
		Step G	41.7717	3341.74	7240.43	86885.14
		Step H	43.0249	3441.99	7457.65	89491.79
		Step I	44.3156	3545.25	7681.37	92176.45
		Step J	45.6451	3651.61	7911.82	94941.81
		Step K	47.0145	3761.16	8149.18	97790.16
		Step L	48.4249	3873.99	8393.65	100723.79

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9030B	Wastewater Treatment Plant Operator Grade IV-B	Step A	38.5446	3083.57	6681.06	80172.77
		Step B	40.3568	3228.54	6995.18	83942.14
		Step C	41.5675	3325.40	7205.03	86460.40
		Step D	42.8145	3425.16	7421.18	89054.16
		Step E	44.0989	3527.91	7643.81	91725.71
		Step F	45.4219	3633.75	7873.13	94477.55
		Step G	46.7845	3742.76	8109.31	97311.76
		Step H	48.1881	3855.05	8352.60	100231.25
		Step I	49.6337	3970.70	8603.17	103238.10
		Step J	51.1227	4089.82	8861.27	106335.22
		Step K	52.6564	4212.51	9127.11	109525.31
		Step L	54.2361	4338.89	9400.92	112811.09

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1053B	Water Quality Technician-B	Step A	24.5942	1967.54	4262.99	51155.94
		Step B	25.7506	2060.05	4463.44	53561.25
		Step C	26.5232	2121.86	4597.35	55168.26
		Step D	27.3188	2185.50	4735.26	56823.10
		Step E	28.1384	2251.07	4877.32	58527.87
		Step F	28.9826	2318.61	5023.65	60283.81
		Step G	29.8520	2388.16	5174.35	62092.16
		Step H	30.7476	2459.81	5329.58	63955.01
		Step I	31.6700	2533.60	5489.47	65873.60
		Step J	32.6201	2609.61	5654.15	67849.81
		Step K	33.5987	2687.90	5823.77	69885.30
		Step L	34.6067	2768.54	5998.49	71981.94

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9200B	Water Treatment Plant Operator Grade I 24Hr-B	Step A	17.0631	1911.07	4140.65	49687.75
		Step B	17.8652	2000.90	4335.29	52023.46
		Step C	18.4012	2060.93	4465.36	53584.29
		Step D	18.9532	2122.76	4599.31	55191.72
		Step E	19.5218	2186.44	4737.29	56847.48
		Step F	20.1075	2252.04	4879.42	58553.04
		Step G	20.7107	2319.60	5025.80	60309.56
		Step H	21.3320	2389.18	5176.57	62118.78
		Step I	21.9720	2460.86	5331.87	63982.46
		Step J	22.6312	2534.69	5491.84	65902.05
		Step K	23.3101	2610.73	5656.58	67879.01
		Step L	24.0094	2689.05	5826.28	69915.37

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9232B	Water Treatment Plant Operator Grade I 8Hr-B	Step A	23.8884	1911.07	4140.66	49687.87
		Step B	25.0114	2000.91	4335.31	52023.71
		Step C	25.7617	2060.94	4465.36	53584.34
		Step D	26.5346	2122.77	4599.33	55191.97
		Step E	27.3306	2186.45	4737.30	56847.65
		Step F	28.1505	2252.04	4879.42	58553.04
		Step G	28.9950	2319.60	5025.80	60309.60
		Step H	29.8649	2389.19	5176.58	62118.99
		Step I	30.7608	2460.86	5331.87	63982.46
		Step J	31.6837	2534.70	5491.84	65902.10
		Step K	32.6342	2610.74	5656.59	67879.14
		Step L	33.6132	2689.06	5826.29	69915.46

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9200ZB	Water Treatment Plant Operator Grade I 8Hr-ZB	Step A	23.8884	1911.07	4140.66	49687.87
		Step B	25.0114	2000.91	4335.31	52023.71
		Step C	25.7617	2060.94	4465.36	53584.34
		Step D	26.5346	2122.77	4599.33	55191.97
		Step E	27.3306	2186.45	4737.30	56847.65
		Step F	28.1505	2252.04	4879.42	58553.04
		Step G	28.9950	2319.60	5025.80	60309.60
		Step H	29.8649	2389.19	5176.58	62118.99
		Step I	30.7608	2460.86	5331.87	63982.46
		Step J	31.6837	2534.70	5491.84	65902.10
		Step K	32.6342	2610.74	5656.59	67879.14
		Step L	33.6132	2689.06	5826.29	69915.46

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9210B	Water Treatment Plant Operator Grade II 24Hr-B	Step A	18.8287	2108.81	4569.10	54829.17
		Step B	19.7139	2207.96	4783.91	57406.88
		Step C	20.3054	2274.20	4927.44	59129.32
		Step D	20.9145	2342.42	5075.25	60903.02
		Step E	21.5420	2412.70	5227.53	62730.30
		Step F	22.1882	2485.08	5384.34	64612.04
		Step G	22.8539	2559.64	5545.88	66550.56
		Step H	23.5395	2636.42	5712.25	68547.02
		Step I	24.2457	2715.52	5883.62	70603.48
		Step J	24.9730	2796.98	6060.11	72721.38
		Step K	25.7222	2880.89	6241.92	74903.05
		Step L	26.4939	2967.32	6429.19	77150.24

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9234B	Water Treatment Plant Operator Grade II 8Hr-B	Step A	26.3603	2108.82	4569.12	54829.42
		Step B	27.5996	2207.97	4783.93	57407.17
		Step C	28.4275	2274.20	4927.43	59129.20
		Step D	29.2804	2342.43	5075.27	60903.23
		Step E	30.1588	2412.70	5227.53	62730.30
		Step F	31.0635	2485.08	5384.34	64612.08
		Step G	31.9955	2559.64	5545.89	66550.64
		Step H	32.9553	2636.42	5712.25	68547.02
		Step I	33.9440	2715.52	5883.63	70603.52
		Step J	34.9623	2796.98	6060.13	72721.58
		Step K	36.0112	2880.90	6241.94	74903.30
		Step L	37.0915	2967.32	6429.19	77150.32

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9210ZB	Water Treatment Plant Operator Grade II 8Hr-ZB	Step A	26.3603	2108.82	4569.12	54829.42
		Step B	27.5996	2207.97	4783.93	57407.17
		Step C	28.4275	2274.20	4927.43	59129.20
		Step D	29.2804	2342.43	5075.27	60903.23
		Step E	30.1588	2412.70	5227.53	62730.30
		Step F	31.0635	2485.08	5384.34	64612.08
		Step G	31.9955	2559.64	5545.89	66550.64
		Step H	32.9553	2636.42	5712.25	68547.02
		Step I	33.9440	2715.52	5883.63	70603.52
		Step J	34.9623	2796.98	6060.13	72721.58
		Step K	36.0112	2880.90	6241.94	74903.30
		Step L	37.0915	2967.32	6429.19	77150.32

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9230B	Water Treatment Plant Operator Grade III 24Hr-B	Step A	24.0103	2689.15	5826.50	69917.99
		Step B	25.1391	2815.58	6100.42	73205.06
		Step C	25.8933	2900.05	6283.44	75401.29
		Step D	26.6701	2987.05	6471.94	77663.33
		Step E	27.4702	3076.66	6666.10	79993.22
		Step F	28.2943	3168.96	6866.08	82393.00
		Step G	29.1432	3264.04	7072.08	84865.00
		Step H	30.0174	3361.95	7284.22	87410.67
		Step I	30.9180	3462.82	7502.77	90033.22
		Step J	31.8455	3566.70	7727.84	92734.10
		Step K	32.8009	3673.70	7959.69	95516.22
		Step L	33.7849	3783.91	8198.47	98381.63

City of Roseville

Salary Schedule: Stationary Engineers Local 39

Appendix:C
Effective Date:07/30/2022

LO39 Stationary Engineers Local 39

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9229B	Water Treatment Plant Operator Grade III 8Hr-B	Step A	32.0137	2561.10	5549.04	66588.50
		Step B	33.5188	2681.50	5809.93	69719.10
		Step C	34.5244	2761.95	5984.23	71810.75
		Step D	35.5601	2844.81	6163.75	73965.01
		Step E	36.6269	2930.15	6348.66	76183.95
		Step F	37.7257	3018.06	6539.12	78469.46
		Step G	38.8575	3108.60	6735.30	80823.60
		Step H	40.0232	3201.86	6937.35	83248.26
		Step I	41.2239	3297.91	7145.48	85745.71
		Step J	42.4606	3396.85	7359.84	88318.05
		Step K	43.7345	3498.76	7580.65	90967.76
		Step L	45.0465	3603.72	7808.06	93696.72

City of Roseville

Salary Schedule: Stationary Engineers Local 39-B

Appendix:C
Effective Date:07/30/2022

LO39 Stationary Engineers Local 39

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9230ZB	Water Treatment Plant Operator Grade III 8Hr-ZB	Step A	33.6145	2689.16	5826.51	69918.16
		Step B	35.1948	2815.58	6100.43	73205.18
		Step C	36.2507	2900.06	6283.45	75401.46
		Step D	37.3382	2987.06	6471.95	77663.46
		Step E	38.4583	3076.66	6666.11	79993.26
		Step F	39.6121	3168.97	6866.10	82393.17
		Step G	40.8004	3264.03	7072.07	84864.83
		Step H	42.0245	3361.96	7284.25	87410.96
		Step I	43.2852	3462.82	7502.77	90033.22
		Step J	44.5837	3566.70	7727.84	92734.10
		Step K	45.9213	3673.70	7959.69	95516.30
		Step L	47.2989	3783.91	8198.48	98381.71

City of Roseville

Salary Schedule: Stationary Engineers Local 39-B

Appendix:C
Effective Date:07/30/2022

LO39 Stationary Engineers Local 39

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1641B	Youth Development Program Coordinator-B	Step A	27.0780	2166.24	4693.52	56322.24
		Step B	28.3512	2268.10	4914.21	58970.50
		Step C	29.2017	2336.14	5061.63	60739.54
		Step D	30.0778	2406.22	5213.49	62561.82
		Step E	30.9801	2478.41	5369.88	64438.61
		Step F	31.9095	2552.76	5530.98	66371.76
		Step G	32.8668	2629.34	5696.91	68362.94
		Step H	33.8528	2708.22	5867.82	70413.82
		Step I	34.8684	2789.47	6043.86	72526.27
		Step J	35.9144	2873.15	6225.16	74701.95
		Step K	36.9918	2959.34	6411.91	76942.94
		Step L	38.1016	3048.13	6604.28	79251.33

ORDINANCE NO. 6537

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6426, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "O" TO BE EFFECTIVE JULY 30, 2022, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6426, the Salary Ordinance for Seasonal/Temporary Employees, is hereby amended as shown on Appendix "O" attached hereto, reflecting classification title changes for the classifications identified by Human Resources.

ADDITION OF CLASSIFICATION

Classification No.	Position Title	Hourly Rate
1100	Aquatics Facilities Maintenance Worker	21.87

AMENDMENT OF CLASSIFICATION TITLE

Classification No.	Position Title	Hourly Rate
9507	Child Care Aide	18.23
9508	Child Care Teacher	19.14
9538	Senior Child Care Teacher	20.10

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective July 30, 2022, as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect July 30, 2022. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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 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:

_____

ATTEST: MAYOR

_____

City Clerk

City of Roseville

Salary Schedule: Temporary--

Appendix O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
CI30	Activity Instructor	Step A	0.0000
3745	Aqua Fitness Instructor I	Step A	36.0000
3747	Aqua Fitness Instructor II	Step A	51.0000
1100	Aquatics Facilities Maintenance Worker	Step A	18.0000
		Step B	18.4445
		Step C	18.9000
		Step D	19.3667
		Step E	19.8450
		Step F	20.3351
		Step G	20.8373
		Step H	21.3518
		Step I	21.8791
9503	Assistant Pool Manager I	Step A	18.8400
1077	Assistant Pool Manager II	Step A	19.7800

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9504	Assistant Rangemaster	Step A	19.4863
		Step B	19.9676
		Step C	20.4607
		Step D	20.9660
		Step E	21.4837
		Step F	22.0143
		Step G	22.5579
		Step H	23.1150
		Step I	23.6858
9505	Building Inspection Assistant	Step A	15.0000
		Step B	15.3704
		Step C	15.7500
		Step D	16.1389
		Step E	16.5375
		Step F	16.9459
		Step G	17.3644
		Step H	17.7932
		Step I	18.2326

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9507	Child Care Aide	Step A	15.0000
		Step B	15.3704
		Step C	15.7500
		Step D	16.1389
		Step E	16.5375
		Step F	16.9459
		Step G	17.3644
		Step H	17.7932
		Step I	18.2326
9506	Child Care Program Assistant	Step A	18.0895
		Step B	18.5362
		Step C	18.9939
		Step D	19.4630
		Step E	19.9436
		Step F	20.4361
		Step G	20.9408
		Step H	21.4579
		Step I	21.9879

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1010	Child Care Program Leader	Step A	21.7074
		Step B	22.2435
		Step C	22.7928
		Step D	23.3556
		Step E	23.9324
		Step F	24.5234
		Step G	25.1290
		Step H	25.7496
		Step I	26.3855
9508	Child Care Teacher	Step A	15.7500
		Step B	16.1389
		Step C	16.5375
		Step D	16.9459
		Step E	17.3644
		Step F	17.7932
		Step G	18.2326
		Step H	18.6829
		Step I	19.1442

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
CI10	Class Instructor	Step A	0.0000
1230	College Intern	Step A	15.0000
		Step B	15.7500
		Step C	16.5375
		Step D	17.3644
		Step E	18.2326
		Step F	19.1442
		Step G	20.1014
		Step H	21.1065
		Step I	22.1618
		Step J	23.2699
		Step K	24.4334
		Step L	25.6551
		Step M	26.9378
		Step N	28.2847
		Step O	29.6990
1270	Council Member	Step A	0.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1080	Customer Service Specialist I	Step A	16.1717
		Step B	16.5711
		Step C	16.9803
		Step D	17.3996
		Step E	17.8293
		Step F	18.2696
		Step G	18.7208
		Step H	19.1831
		Step I	19.6568
1081	Customer Service Specialist II	Step A	17.7800
		Step B	18.2191
		Step C	18.6690
		Step D	19.1300
		Step E	19.6025
		Step F	20.0865
		Step G	20.5826
		Step H	21.0909
		Step I	21.6117

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9509	Engineering Aide	Step A	15.5000
		Step B	15.8827
		Step C	16.2750
		Step D	16.6769
		Step E	17.0887
		Step F	17.5107
		Step G	17.9431
		Step H	18.3862
		Step I	18.8403
1020	Event Recreation Program Leader	Step A	21.1402
1014	Event Specialist I	Step A	18.2325
1015	Event Specialist II	Step A	19.1441
1016	Event Specialist III	Step A	20.1013

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9510	Fire Equipment Specialist	Step A	16.5421
		Step B	16.8851
		Step C	17.3072
		Step D	17.7399
		Step E	18.1834
		Step F	18.6380
		Step G	19.1039
		Step H	19.5815
		Step I	20.0711
		Step J	20.5729
		Step K	21.0872
		Step L	21.6144
		Step M	22.1547
		Step N	22.7086
		Step O	23.2763

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9511	Fire Logistics Worker	Step A	16.5421
		Step B	16.8851
		Step C	17.3072
		Step D	17.7399
		Step E	18.1834
		Step F	18.6380
		Step G	19.1039
		Step H	19.5815
		Step I	20.0711
		Step J	20.5729
		Step K	21.0872
		Step L	21.6144
		Step M	22.1547
		Step N	22.7086
		Step O	23.2763

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9512	Fire Public Education Coordinator	Step A	20.5700
		Step B	21.3636
		Step C	21.8977
		Step D	22.4452
		Step E	23.0063
		Step F	23.5815
		Step G	24.1710
		Step H	24.7753
		Step I	25.3946
		Step J	26.0295
		Step K	26.6802
		Step L	27.3473
		Step M	28.0309
		Step N	28.7317
		Step O	29.4500
CI20	Fitness Instructor-Fee	Step A	0.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
3735	Fitness Instructor-Hourly	Step A	28.0000
		Step B	29.0000
		Step C	30.0000
		Step D	31.0000
		Step E	32.0000
		Step F	33.0000
1079	Instructor Hourly	Step A	22.0000
		Step B	23.0000
		Step C	24.0000
		Step D	25.0000
		Step E	26.0000
		Step F	27.0000
		Step G	28.0000
		Step H	29.0000
		Step I	30.0000
3750	Instructor Meeting Rate	Step A	18.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9513	Interpretive Services Program Assistant	Step A	15.7500
		Step B	16.1389
		Step C	16.5375
		Step D	16.9459
		Step E	17.3644
		Step F	17.7932
		Step G	18.2326
		Step H	18.6829
		Step I	19.1442
9514	Interpretive Services Program Leader	Step A	17.3922
		Step B	17.8217
		Step C	18.2618
		Step D	18.7127
		Step E	19.1749
		Step F	19.6484
		Step G	20.1336
		Step H	20.6308
		Step I	21.1403

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9515	Library Page	Step A	15.0000
		Step B	15.3704
		Step C	15.7500
		Step D	16.1389
		Step E	16.5375
		Step F	16.9459
		Step G	17.3644
		Step H	17.7932
		Step I	18.2326
1006	Lifeguard I	Step A	15.5000
1074	Lifeguard II	Step A	16.2800

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9518	Maintenance Assistant	Step A	15.5582
		Step B	15.9424
		Step C	16.3361
		Step D	16.7395
		Step E	17.1529
		Step F	17.5765
		Step G	18.0106
		Step H	18.4553
		Step I	18.9111
		Step J	19.3781
		Step K	19.8567
		Step L	20.3470
		Step M	20.8495
		Step N	21.3644
		Step O	21.8920

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9519	Marketing Technician	Step A	19.8116
		Step B	20.3009
		Step C	20.8022
		Step D	21.3159
		Step E	21.8423
		Step F	22.3817
		Step G	22.9344
		Step H	23.5008
		Step I	24.0812
		Step J	24.6759
		Step K	25.2853
		Step L	25.9097
		Step M	26.5495
		Step N	27.2052
		Step O	27.8770

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9521	Parks and Facility Maintenance Worker	Step A	18.0000
		Step B	18.4445
		Step C	18.9000
		Step D	19.3667
		Step E	19.8450
		Step F	20.3351
		Step G	20.8373
		Step H	21.3518
		Step I	21.8791
1011	Parks and Facility Maintenance Worker-Commercial Driver	Step A	18.9000
		Step B	19.3667
		Step C	19.8450
		Step D	20.3351
		Step E	20.8373
		Step F	21.3518
		Step G	21.8791
		Step H	22.4194
		Step I	22.9731

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9523	Parks and Open Space Equipment Operator	Step A	23.7700
		Step B	24.3570
		Step C	24.9585
		Step D	25.5749
		Step E	26.2064
		Step F	26.8536
		Step G	27.5168
		Step H	28.1963
		Step I	28.8926
1012	Parks and Open Space Equipment Operator-Commerical Driver	Step A	24.9585
		Step B	25.5749
		Step C	26.2064
		Step D	26.8536
		Step E	27.5167
		Step F	28.1963
		Step G	28.8926
		Step H	29.6061
		Step I	30.3372

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
3749	Personal Trainer I	Step A	35.0000
1070	Personal Trainer II	Step A	40.0000
1071	Personal Trainer III	Step A	45.0000
1072	Personal Trainer IV	Step A	50.0000
9524	Police Background Investigator	Step A	23.4105
		Step B	23.9886
		Step C	24.5810
		Step D	25.1880
		Step E	25.8101
		Step F	26.4474
		Step G	27.1006
		Step H	27.7698
		Step I	28.4556

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9525	Police Cadet	Step A	15.0000
		Step B	15.3704
		Step C	15.7500
		Step D	16.1389
		Step E	16.5375
		Step F	16.9458
		Step G	17.3643
		Step H	17.7931
		Step I	18.2325
9526	Police Reserve Officer I	Step A	15.3298
		Step B	15.7084
		Step C	16.0963
		Step D	16.4938
		Step E	16.9011
		Step F	17.3185
		Step G	17.7462
		Step H	18.1844
		Step I	18.6335

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9527	Pool Manager I	Step A	20.7700
1078	Pool Manager II	Step A	21.8100
9528	Preschool Teacher	Step A	18.0895
		Step B	18.5362
		Step C	18.9940
		Step D	19.4630
		Step E	19.9437
		Step F	20.4362
		Step G	20.9409
		Step H	21.4580
		Step I	21.9879
6110	Recreation Aide	Step A	12.7500
		Step B	15.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9532	Recreation Program Leader	Step A	17.3922
		Step B	17.8217
		Step C	18.2618
		Step D	18.7127
		Step E	19.1749
		Step F	19.6484
		Step G	20.1336
		Step H	20.6308
		Step I	21.1403
9533	Recreation Specialist I	Step A	15.0000
		Step B	15.3704
		Step C	15.7500
		Step D	16.1389
		Step E	16.5375
		Step F	16.9459
		Step G	17.3644
		Step H	17.7932
		Step I	18.2326

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9534	Recreation Specialist II	Step A	15.7500
		Step B	16.1389
		Step C	16.5375
		Step D	16.9459
		Step E	17.3644
		Step F	17.7932
		Step G	18.2326
		Step H	18.6829
		Step I	19.1442
9535	Recreation Specialist III	Step A	16.5375
		Step B	16.9459
		Step C	17.3644
		Step D	17.7932
		Step E	18.2326
		Step F	18.6829
		Step G	19.1442
		Step H	19.6170
		Step I	20.1014

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
6252	Reserve Police Off I (Unpaid)	Step A	0.0000
6250	Reserve Police Off II (Unpaid)	Step A	0.0000
6248	Reserve Police Off III (Unpaid)	Step A	0.0000
9536	School Crossing Guard	Step A	15.0000
		Step B	15.3704
		Step C	15.7500
		Step D	16.1389
		Step E	16.5375
		Step F	16.9459
		Step G	17.3644
		Step H	17.7932
		Step I	18.2326

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9538	Senior Child Care Teacher	Step A	16.5375
		Step B	16.9459
		Step C	17.3644
		Step D	17.7932
		Step E	18.2326
		Step F	18.6829
		Step G	19.1442
		Step H	19.6170
		Step I	20.1014
1075	Senior Lifeguard I	Step A	17.0900
1076	Senior Lifeguard II	Step A	17.9400

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9537	Senior School Crossing Guard	Step A	16.5000
		Step B	16.9075
		Step C	17.3250
		Step D	17.7528
		Step E	18.1913
		Step F	18.6405
		Step G	19.1008
		Step H	19.5725
		Step I	20.0559
7005	Soccer Official	Step A	50.0000
7207	Sports Official/Scorer I	Step A	17.0000
7208	Sports Official/Scorer II	Step A	19.0000
1007	Swim Coach	Step A	19.0000
9552	Swim Instructor Aide	Step A	16.5000
9553	Swim Instructor I	Step A	17.5000

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9554	Swim Instructor II	Step A	18.5000
9539	Video Technician	Step A	20.5676
		Step B	21.0755
		Step C	21.5959
		Step D	22.1293
		Step E	22.6757
		Step F	23.2357
		Step G	23.8095
		Step H	24.3975
		Step I	25.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
8941	Vocational Intern	Step A	15.0000
		Step B	15.7500
		Step C	16.5375
		Step D	17.3644
		Step E	18.2326
		Step F	19.1442
		Step G	20.1014
		Step H	21.1065
		Step I	22.1618
		Step J	23.2699
		Step K	24.4334
		Step L	25.6551
		Step M	26.9378
		Step N	28.2847
		Step O	29.6990

City of Roseville

Salary Schedule: Temporary--

Appendix:O
Effective Date:07/30/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9540	Water Conservation Helper	Step A	15.0000
		Step B	15.3704
		Step C	15.7500
		Step D	16.1389
		Step E	16.5375
		Step F	16.9459
		Step G	17.3644
		Step H	17.7932
		Step I	18.2326

Position Allocation Control Report

7/30/2022

Position Code	Position Title	Allocated FTE
CAO220245001	Assistant City Attorney	1
CAO221200001	City Attorney	1
CAO221658002	Deputy City Attorney I/II	1
CAO221658001	Deputy City Attorney I/II	1
CAO224096002	Legal Clerk I/II	1
CAO224096001	Legal Clerk I/II	1
CAO225015001	Paralegal	1
CAO227123003	Senior Deputy City Attorney	1
CAO227123002	Senior Deputy City Attorney	1
CAO227123001	Senior Deputy City Attorney	1
Total for Department:	**CAO City Attorney**	10

Position Code	Position Title	Allocated FTE
CCD360250001	Assistant City Clerk	1
CCD361220001	City Clerk	1
CCD361227005	City Clerk Technician I/II	1
CCD361227004	City Clerk Technician I/II	1
CCD361227003	City Clerk Technician I/II	1
CCD361227002	City Clerk Technician I/II	1
CCD361227001	City Clerk Technician I/II	1
CCD361665002	Deputy City Clerk I/II	1
CCD361665001	Deputy City Clerk I/II	1
CCD369548006	Passport/Livescan Agent	0.5
CCD369548004	Passport/Livescan Agent	0.5
CCD369548002	Passport/Livescan Agent	1
CCD369548001	Passport/Livescan Agent	1
Total for Department:	**CCD City Clerk Department**	12

Position Code	Position Title	Allocated FTE
CMO140325002	Assistant City Manager	1
CMO140325001	Assistant City Manager	1
CMO141240001	City Manager	1
CMO142551002	Executive Assistant	1
CMO142551001	Executive Assistant	1
CMO1414449001	Management Analyst - City Manager	1
CMO144457001	Management Assistant I/II	1
Total for Department:	**CMO City Manager**	7

Position Code	Position Title	Allocated FTE
DSD660071001	Administrative Assistant	1
DSD660084001	Administrative Technician	1
DSD661005005	Associate (PE)/Assistant/Junior Engineer	1
DSD661005004	Associate (PE)/Assistant/Junior Engineer	1
DSD661005003	Associate (PE)/Assistant/Junior Engineer	1
DSD661005002	Associate (PE)/Assistant/Junior Engineer	1
DSD661005001	Associate (PE)/Assistant/Junior Engineer	1
DSD660820003	Associate Engineer	1
DSD660820001	Associate Engineer	1
DSD660900006	Associate/Assistant Planner	1
DSD660900005	Associate/Assistant Planner	1
DSD660900004	Associate/Assistant Planner	1
DSD660900003	Associate/Assistant Planner	1
DSD660900002	Associate/Assistant Planner	1
DSD660900001	Associate/Assistant Planner	1
DSD661017001	Building Inspection Supervisor	1
DSD661019008	Building Inspector I/II	1
DSD661019007	Building Inspector I/II	1
DSD661019006	Building Inspector I/II	1
DSD661019005	Building Inspector I/II	1
DSD661019004	Building Inspector I/II	1
DSD661019003	Building Inspector I/II	1
DSD661019002	Building Inspector I/II	1
DSD661019001	Building Inspector I/II	1
DSD661043001	Building Official	1
DSD661047004	Building Plans Examiner I/II	1
DSD661047003	Building Plans Examiner I/II	1
DSD661047002	Building Plans Examiner I/II	1
DSD661047001	Building Plans Examiner I/II	1
DSD661369005	Code Enforcement Inspector I/II	1
DSD661369004	Code Enforcement Inspector I/II	1
DSD661369003	Code Enforcement Inspector I/II	1
DSD661369002	Code Enforcement Inspector I/II	1
DSD661369001	Code Enforcement Inspector I/II	1
DSD661368001	Code Enforcement Supervisor	1
DSD661027001	Construction Inspection Superintendent	1
DSD661248001	Construction Inspection Supervisor	1
DSD661434006	Construction Inspector I/II	1
DSD661434005	Construction Inspector I/II	1
DSD661434004	Construction Inspector I/II	1
DSD661434003	Construction Inspector I/II	1
DSD661434002	Construction Inspector I/II	1
DSD661434001	Construction Inspector I/II	1
DSD661280001	Development Services Administrator	1
DSD661096002	Development Services Business Analyst I/II	1
DSD661096001	Development Services Business Analyst I/II	1
DSD661676001	Development Services Director	1

DSD661695001	Development Services Manager	1
DSD661672003	Development Technician I/II	1
DSD661672002	Development Technician I/II	1
DSD661672001	Development Technician I/II	1
DSD661277001	Engineering Manager	1
DSD662540001	Environmental Coordinator	1
DSD663412001	GIS Analyst I/II	1
DSD662214001	GIS Technician I/II	1
DSD660050001	Management Analyst I/II	1
DSD664957002	Office Assistant I/II	1
DSD664957001	Office Assistant I/II	1
DSD665279003	Permit Technician I/II	1
DSD665279002	Permit Technician I/II	1
DSD665279001	Permit Technician I/II	1
DSD661501001	Permits Supervisor	1
DSD665309001	Planning Manager	1
DSD665514001	Principal Engineer	1
DSD667117001	Senior Building Inspector	1
DSD667195001	Senior Building Plans Examiner	1
DSD667121002	Senior Construction Inspector	1
DSD667121001	Senior Construction Inspector	1
DSD661097001	Senior Development Services Business Analyst	1
DSD667142003	Senior Engineer	1
DSD667142002	Senior Engineer	1
DSD661502001	Senior Permits Technician	1
DSD667180002	Senior Planner	1
DSD667180001	Senior Planner	1

Total for Department:	**DSD Development Services Department**	74

Position Code	**Position Title**	**Allocated FTE**
EDD541675001	Economic Development Analyst I/II	1
EDD541710001	Economic Development Director	1
EDD541001002	Economic Development Project Manager	1
EDD541001001	Economic Development Project Manager	1
EDD543402003	Housing Analyst I/II	1
EDD543402002	Housing Analyst I/II	1
EDD543402001	Housing Analyst I/II	1
EDD543589001	Housing Manager	1
EDD543590001	Housing Supervisor	1
EDD543592004	Housing Technician I/II	1
EDD543592003	Housing Technician I/II	1
EDD543592002	Housing Technician I/II	1
EDD543592001	Housing Technician I/II	1
EDD540050001	Management Analyst I/II	1
EDD544957001	Office Assistant I/II	1
EDD547148001	Senior Housing Technician	1

Total for Department:	**EDD Economic Development Department**	16

Position Code	Position Title	Allocated FTE
ELE701505001	AMI Project Manager	1
ELE700071001	Administrative Assistant	1
ELE700084005	Administrative Technician	1
ELE700084003	Administrative Technician	1
ELE700084002	Administrative Technician	1
ELE700084001	Administrative Technician	1
ELE700395003	Assistant Electric Utility Director	1
ELE700395002	Assistant Electric Utility Director	1
ELE700395001	Assistant Electric Utility Director	1
ELE701067008	Associate/Assistant Electric Analyst	1
ELE701067007	Associate/Assistant Electric Analyst	1
ELE701067006	Associate/Assistant Electric Analyst	1
ELE701067005	Associate/Assistant Electric Analyst	1
ELE701067004	Associate/Assistant Electric Analyst	1
ELE701067003	Associate/Assistant Electric Analyst	1
ELE701067002	Associate/Assistant Electric Analyst	1
ELE701067001	Associate/Assistant Electric Analyst	1
ELE701548002	Data Management Specialist I/II	1
ELE701548001	Data Management Specialist I/II	1
ELE701645001	Department Public Information Officer	1
ELE701312008	Electric Business Analyst I/II	1
ELE701312006	Electric Business Analyst I/II	1
ELE701312004	Electric Business Analyst I/II	1
ELE701312003	Electric Business Analyst I/II	1
ELE701312002	Electric Business Analyst I/II	1
ELE701312001	Electric Business Analyst I/II	1
ELE701312007	Electric Business Analyst I/II	1
ELE702335002	Electric Compliance Analyst I/II	1
ELE702335001	Electric Compliance Analyst I/II	1
ELE706285001	Electric Customer Programs Supervisor	1
ELE702330002	Electric Drafting Technician I/II	1
ELE702345005	Electric Engineering Technician I/II	1
ELE702345004	Electric Engineering Technician I/II	1
ELE702345003	Electric Engineering Technician I/II	1
ELE702345001	Electric Engineering Technician I/II	1
ELE702284001	Electric Engineering Technician Supervisor	1
ELE702286003	Electric Line Troubleshooter	1
ELE702286002	Electric Line Troubleshooter	1
ELE702286001	Electric Line Troubleshooter	1
ELE702212004	Electric Materials Technician I/II	1
ELE702212003	Electric Materials Technician I/II	1
ELE702212002	Electric Materials Technician I/II	1
ELE702212001	Electric Materials Technician I/II	1
ELE702338001	Electric Operations Manager	1
ELE702339002	Electric Operations Supervisor	1
ELE702339001	Electric Operations Supervisor	1
ELE702254001	Electric Preventive Data System Technician	1
ELE702316005	Electric Resources Planner I/II	1
ELE702316003	Electric Resources Planner I/II	1

ELE702316002	Electric Resources Planner I/II	1
ELE702316001	Electric Resources Planner I/II	1
ELE702216001	Electric Risk and Compliance Supervisor	1
ELE702319001	Electric Substation Supervisor	1
ELE702350003	Electric System Dispatcher	1
ELE702350002	Electric System Dispatcher	1
ELE702350001	Electric System Dispatcher	1
ELE702359003	Electric Technology System Technician	1
ELE702359002	Electric Technology System Technician	1
ELE702359001	Electric Technology System Technician	1
ELE709560001	Electric Technology Systems Administrator	1
ELE702320001	Electric Utility Director	1
ELE702215001	Electric Utility Financial Administrator	1
ELE709250003	Electric Utility Inspection Technician	1
ELE709250002	Electric Utility Inspection Technician	1
ELE709250001	Electric Utility Inspection Technician	1
ELE702285015	Electric/Apprentice Line Technician	1
ELE702285014	Electric/Apprentice Line Technician	1
ELE702285013	Electric/Apprentice Line Technician	1
ELE702285012	Electric/Apprentice Line Technician	1
ELE702285011	Electric/Apprentice Line Technician	1
ELE702285010	Electric/Apprentice Line Technician	1
ELE702285009	Electric/Apprentice Line Technician	1
ELE702285008	Electric/Apprentice Line Technician	1
ELE702285007	Electric/Apprentice Line Technician	1
ELE702285006	Electric/Apprentice Line Technician	1
ELE702285005	Electric/Apprentice Line Technician	1
ELE702285004	Electric/Apprentice Line Technician	1
ELE702285003	Electric/Apprentice Line Technician	1
ELE702285002	Electric/Apprentice Line Technician	1
ELE702285001	Electric/Apprentice Line Technician	1
ELE701085005	Electric/Apprentice Metering System Technician	1
ELE701085004	Electric/Apprentice Metering System Technician	1
ELE701085003	Electric/Apprentice Metering System Technician	1
ELE701085002	Electric/Apprentice Metering System Technician	1
ELE701085001	Electric/Apprentice Metering System Technician	1
ELE701083012	Electric/Apprentice Substation Technician	1
ELE701083011	Electric/Apprentice Substation Technician	1
ELE701083010	Electric/Apprentice Substation Technician	1
ELE701083009	Electric/Apprentice Substation Technician	1
ELE701083008	Electric/Apprentice Substation Technician	1
ELE701083007	Electric/Apprentice Substation Technician	1
ELE701083006	Electric/Apprentice Substation Technician	1
ELE701083005	Electric/Apprentice Substation Technician	1
ELE701083004	Electric/Apprentice Substation Technician	1
ELE701083003	Electric/Apprentice Substation Technician	1
ELE701083002	Electric/Apprentice Substation Technician	1
ELE701083001	Electric/Apprentice Substation Technician	1
ELE702466003	Energy Program Technician	1
ELE702466002	Energy Program Technician	1
ELE702501003	Energy Services Account Representative I/II	1
ELE702501002	Energy Services Account Representative I/II	1

ELE702501001	Energy Services Account Representative I/II	1
ELE701082001	Generation Maintenance Scheduler-Coordinator	1
ELE701648001	Government Relations Representative I/II	1
ELE703608003	Instrument and Control Technician	1
ELE703608002	Instrument and Control Technician	1
ELE703608001	Instrument and Control Technician	1
ELE704517002	Marketing and Communication Analyst I/II	0.5
ELE704517001	Marketing and Communication Analyst I/II	1
ELE704540003	Meter Reader	1
ELE704540002	Meter Reader	1
ELE704540001	Meter Reader	1
ELE704534001	Meter Service Worker	1
ELE704957004	Office Assistant I/II	1
ELE704957003	Office Assistant I/II	1
ELE704957002	Office Assistant I/II	1
ELE704957001	Office Assistant I/II	1
ELE705596004	Power Engineer I/II	1
ELE705596003	Power Engineer I/II	1
ELE705596002	Power Engineer I/II	1
ELE705596001	Power Engineer I/II	1
ELE705505001	Power Engineering Manager	1
ELE705600001	Power Generation Superintendent	1
ELE705591002	Power Plant Engineer I/II	1
ELE705591001	Power Plant Engineer I/II	1
ELE705526003	Power Plant Mechanic	1
ELE705526002	Power Plant Mechanic	1
ELE705526001	Power Plant Mechanic	1
ELE705530002	Power Plant Operations and Maintenance Supervisor	1
ELE705530001	Power Plant Operations and Maintenance Supervisor	1
ELE705523009	Power Plant Operator Technician I/II	1
ELE705523008	Power Plant Operator Technician I/II	1
ELE705523007	Power Plant Operator Technician I/II	1
ELE705523006	Power Plant Operator Technician I/II	1
ELE705523005	Power Plant Operator Technician I/II	1
ELE705523004	Power Plant Operator Technician I/II	1
ELE705523003	Power Plant Operator Technician I/II	1
ELE705523002	Power Plant Operator Technician I/II	1
ELE705523001	Power Plant Operator Technician I/II	1
ELE705535001	Power Supply and Portfolio Administrator	1
ELE707128004	Senior Electric Business Analyst	1
ELE707128003	Senior Electric Business Analyst	1
ELE707128002	Senior Electric Business Analyst	1
ELE707128001	Senior Electric Business Analyst	1
ELE707118005	Senior Electric Line Technician	1
ELE707118004	Senior Electric Line Technician	1
ELE707118003	Senior Electric Line Technician	1
ELE707118002	Senior Electric Line Technician	1
ELE707118001	Senior Electric Line Technician	1
ELE707169001	Senior Electric Materials Technician	1
ELE701036001	Senior Electric Metering Systems Technician	1
ELE707126003	Senior Electric Substation Technician	1
ELE707126002	Senior Electric Substation Technician	1

ELE707126001	Senior Electric Substation Technician	1
ELE707168001	Senior Electric System Dispatcher	1
ELE701023001	Senior Electric Technology Systems Analyst	1
ELE707163002	Senior Energy Services Account Representative	1
ELE707163001	Senior Energy Services Account Representative	1
ELE707161001	Senior GIS Analyst	1
ELE707200001	Senior Meter Service Worker	1
ELE707151002	Senior Power Engineer	1
ELE707151001	Senior Power Engineer	1
ELE705555001	Senior Power Plant Engineer	1
ELE707152004	Senior Power Plant Operator Technician	1
ELE707152003	Senior Power Plant Operator Technician	1
ELE707152002	Senior Power Plant Operator Technician	1
ELE707152001	Senior Power Plant Operator Technician	1
ELE701029002	Senior Utility Billing Analyst	1
ELE701029001	Senior Utility Billing Analyst	1
ELE701044003	Senior Utility Customer Service Specialist	1
ELE701044002	Senior Utility Customer Service Specialist	1
ELE701044001	Senior Utility Customer Service Specialist	1
ELE703315005	Utility Billing Analyst I/II	1
ELE703315004	Utility Billing Analyst I/II	1
ELE703315003	Utility Billing Analyst I/II	1
ELE703315002	Utility Billing Analyst I/II	1
ELE703315001	Utility Billing Analyst I/II	1
ELE70920001	Utility Billing Operations Manager	1
ELE701041001	Utility Billing and Field Services Supervisor	1
ELE701049015	Utility Customer Service Representative I/II	1
ELE701049014	Utility Customer Service Representative I/II	1
ELE701049013	Utility Customer Service Representative I/II	1
ELE701049012	Utility Customer Service Representative I/II	1
ELE701049011	Utility Customer Service Representative I/II	0.75
ELE701049010	Utility Customer Service Representative I/II	0.5
ELE701049009	Utility Customer Service Representative I/II	1
ELE701049008	Utility Customer Service Representative I/II	0.5
ELE701049007	Utility Customer Service Representative I/II	1
ELE701049006	Utility Customer Service Representative I/II	1
ELE701049005	Utility Customer Service Representative I/II	1
ELE701049004	Utility Customer Service Representative I/II	1
ELE701049001	Utility Customer Service Representative I/II	1
ELE701046005	Utility Customer Service Specialist I/II	1
ELE701046004	Utility Customer Service Specialist I/II	1
ELE701046003	Utility Customer Service Specialist I/II	1
ELE701046002	Utility Customer Service Specialist I/II	1
ELE701046001	Utility Customer Service Specialist I/II	1
ELE701042001	Utility Customer Service Supervisor	1
ELE701646001	Utility Government Relations Administrator	1

Total for Department:	**ELE Electric Department**	197.25

Position Code	Position Title	Allocated FTE
EUD740071001	Administrative Assistant	1
EUD741003001	Administrative Supervisor	1
EUD740084004	Administrative Technician	1
EUD740084003	Administrative Technician	1
EUD740084002	Administrative Technician	1
EUD740084001	Administrative Technician	1
EUD740411003	Assistant Environmental Utilities Director	1
EUD740411002	Assistant Environmental Utilities Director	1
EUD740411001	Assistant Environmental Utilities Director	1
EUD741005002	Associate (PE)/Assistant/Junior Engineer	1
EUD741005001	Associate (PE)/Assistant/Junior Engineer	1
EUD740820002	Associate Engineer	1
EUD740820001	Associate Engineer	1
EUD741548003	Data Management Specialist I/II	1
EUD741548002	Data Management Specialist I/II	1
EUD741548001	Data Management Specialist I/II	1
EUD749561001	Data Management System Administrator	1
EUD741645001	Department Public Information Officer	1
EUD741672001	Development Technician I/II	1
EUD749550001	ERP Business Analyst I/II	1
EUD741350002	Engineering Technician I/II	1
EUD741350001	Engineering Technician I/II	1
EUD742544002	Environmental Compliance Specialist I/II	1
EUD742544001	Environmental Compliance Specialist I/II	1
EUD742548001	Environmental Utilities Business Administrator	1
EUD742547004	Environmental Utilities Business Analyst I/II	1
EUD742547003	Environmental Utilities Business Analyst I/II	1
EUD742547002	Environmental Utilities Business Analyst I/II	1
EUD742547001	Environmental Utilities Business Analyst I/II	1
EUD741684001	Environmental Utilities Director	1
EUD741038006	Environmental Utilities Instrument and Control	1
EUD741038005	Environmental Utilities Instrument and Control	1
EUD741038004	Environmental Utilities Instrument and Control	1
EUD741038003	Environmental Utilities Instrument and Control	1
EUD741038002	Environmental Utilities Instrument and Control	1
EUD741038001	Environmental Utilities Instrument and Control	1
EUD741024001	Environmental Utilities Maintenance Superintendent	1
EUD742541003	Environmental Utility Compliance Administrator	1
EUD742541002	Environmental Utility Compliance Administrator	1
EUD742541001	Environmental Utility Compliance Administrator	1
EUD743412003	GIS Analyst I/II	1
EUD743412002	GIS Analyst I/II	1
EUD743412001	GIS Analyst I/II	1
EUD741648001	Government Relations Representative I/II	1
EUD741002001	Hydrogeologist	1
EUD743604001	Industrial Waste Specialist	1
EUD743610002	Industrial Waste Technician	1
EUD743732002	Interpretive Services Specialist I/II	1
EUD743732001	Interpretive Services Specialist I/II	1

EUD743740001	Interpretive Services Supervisor	1
EUD744020005	Laboratory Technician I/II	1
EUD744020004	Laboratory Technician I/II	1
EUD744020003	Laboratory Technician I/II	1
EUD744020001	Laboratory Technician I/II	1
EUD740050001	Management Analyst I/II	1
EUD744517003	Marketing and Communication Analyst I/II	1
EUD744517002	Marketing and Communication Analyst I/II	1
EUD744520002	Materials Technician	1
EUD744520001	Materials Technician	1
EUD744957012	Office Assistant I/II	1
EUD744957011	Office Assistant I/II	1
EUD744957010	Office Assistant I/II	1
EUD744957009	Office Assistant I/II	1
EUD744957008	Office Assistant I/II	1
EUD744957006	Office Assistant I/II	1
EUD744957005	Office Assistant I/II	1
EUD744957004	Office Assistant I/II	1
EUD744957003	Office Assistant I/II	1
EUD744957002	Office Assistant I/II	1
EUD744957001	Office Assistant I/II	1
EUD741028001	Organics Truck Driver	1
EUD745319003	Plant and Equipment Maintenance Worker I/II	1
EUD745319002	Plant and Equipment Maintenance Worker I/II	1
EUD745319001	Plant and Equipment Maintenance Worker I/II	1
EUD745328006	Plant and Equipment Mechanic I/II	1
EUD745328005	Plant and Equipment Mechanic I/II	1
EUD745328004	Plant and Equipment Mechanic I/II	1
EUD745328003	Plant and Equipment Mechanic I/II	1
EUD745328002	Plant and Equipment Mechanic I/II	1
EUD745328001	Plant and Equipment Mechanic I/II	1
EUD745402001	Predictive Maintenance Technician I/II	1
EUD745533002	Preventative Maintenance Coordinator	1
EUD745533001	Preventative Maintenance Coordinator	1
EUD745519002	Preventative Maintenance Supervisor	1
EUD745519001	Preventative Maintenance Supervisor	1
EUD745502005	Preventative Maintenance Technician I/II	1
EUD745502004	Preventative Maintenance Technician I/II	1
EUD745502003	Preventative Maintenance Technician I/II	1
EUD745502002	Preventative Maintenance Technician I/II	1
EUD745502001	Preventative Maintenance Technician I/II	1
EUD745514002	Principal Engineer	1
EUD745514001	Principal Engineer	1
EUD741004001	Process Engineer	1
EUD746150001	Recycling and Organics Coordinator	1
EUD746226005	Refuse Maintenance Worker I/II	1
EUD746226004	Refuse Maintenance Worker I/II	1
EUD746226003	Refuse Maintenance Worker I/II	1
EUD746226002	Refuse Maintenance Worker I/II	1
EUD746226001	Refuse Maintenance Worker I/II	1
EUD746231001	Refuse Superintendent	1
EUD746235004	Refuse Supervisor	1

EUD746235003	Refuse Supervisor	1
EUD746235002	Refuse Supervisor	1
EUD746235001	Refuse Supervisor	1
EUD746304042	Refuse Truck Driver I/II	1
EUD746304040	Refuse Truck Driver I/II	1
EUD746304039	Refuse Truck Driver I/II	1
EUD746304038	Refuse Truck Driver I/II	1
EUD746304037	Refuse Truck Driver I/II	1
EUD746304036	Refuse Truck Driver I/II	1
EUD746304035	Refuse Truck Driver I/II	1
EUD746304034	Refuse Truck Driver I/II	1
EUD746304033	Refuse Truck Driver I/II	1
EUD746304032	Refuse Truck Driver I/II	1
EUD746304031	Refuse Truck Driver I/II	1
EUD746304030	Refuse Truck Driver I/II	1
EUD746304029	Refuse Truck Driver I/II	1
EUD746304028	Refuse Truck Driver I/II	1
EUD746304027	Refuse Truck Driver I/II	1
EUD746304026	Refuse Truck Driver I/II	1
EUD746304025	Refuse Truck Driver I/II	1
EUD746304024	Refuse Truck Driver I/II	1
EUD746304023	Refuse Truck Driver I/II	1
EUD746304022	Refuse Truck Driver I/II	1
EUD746304021	Refuse Truck Driver I/II	1
EUD746304020	Refuse Truck Driver I/II	1
EUD746304019	Refuse Truck Driver I/II	1
EUD746304018	Refuse Truck Driver I/II	1
EUD746304017	Refuse Truck Driver I/II	1
EUD746304016	Refuse Truck Driver I/II	1
EUD746304015	Refuse Truck Driver I/II	1
EUD746304014	Refuse Truck Driver I/II	1
EUD746304013	Refuse Truck Driver I/II	1
EUD746304012	Refuse Truck Driver I/II	1
EUD746304011	Refuse Truck Driver I/II	1
EUD746304010	Refuse Truck Driver I/II	1
EUD746304009	Refuse Truck Driver I/II	1
EUD746304008	Refuse Truck Driver I/II	1
EUD746304007	Refuse Truck Driver I/II	1
EUD746304006	Refuse Truck Driver I/II	1
EUD746304005	Refuse Truck Driver I/II	1
EUD746304004	Refuse Truck Driver I/II	1
EUD746304003	Refuse Truck Driver I/II	1
EUD746304002	Refuse Truck Driver I/II	1
EUD746304001	Refuse Truck Driver I/II	1
EUD746244001	Refuse and Stormwater Manager	1
EUD747020002	SCADA System Technician	1
EUD747020001	SCADA System Technician	1
EUD746500002	Safety Coordinator	1
EUD746500001	Safety Coordinator	1
EUD747142004	Senior Engineer	1
EUD747142003	Senior Engineer	1
EUD747142002	Senior Engineer	1

EUD741065001	Senior Environmental Utilities Business Analyst	1
EUD747161001	Senior GIS Analyst	1
EUD743733001	Senior Interpretive Services Specialist	1
EUD747284003	Senior Preventative Maintenance Technician	1
EUD747284002	Senior Preventative Maintenance Technician	1
EUD747284001	Senior Preventative Maintenance Technician	1
EUD747129007	Senior Refuse Truck Driver	1
EUD747129006	Senior Refuse Truck Driver	1
EUD747129005	Senior Refuse Truck Driver	1
EUD747129004	Senior Refuse Truck Driver	1
EUD747129003	Senior Refuse Truck Driver	1
EUD747129002	Senior Refuse Truck Driver	1
EUD747129001	Senior Refuse Truck Driver	1
EUD749559001	Senior SCADA System Technician	1
EUD741279001	Senior Solid Waste Billing Technician	1
EUD747202004	Senior Wastewater Utility Maintenance Worker	1
EUD747202003	Senior Wastewater Utility Maintenance Worker	1
EUD747202002	Senior Wastewater Utility Maintenance Worker	1
EUD747202001	Senior Wastewater Utility Maintenance Worker	1
EUD747202005	Senior Wastewater Utility Maintenance Worker	1
EUD747204007	Senior Water Distribution Worker	1
EUD747204006	Senior Water Distribution Worker	1
EUD747204005	Senior Water Distribution Worker	1
EUD747204004	Senior Water Distribution Worker	1
EUD747204003	Senior Water Distribution Worker	1
EUD747204002	Senior Water Distribution Worker	1
EUD747204001	Senior Water Distribution Worker	1
EUD747324001	Solid Waste Billing Technician	1
EUD741646001	Utility Government Relations Administrator	1
EUD741099002	Waste Services Clerk I/II	1
EUD741099001	Waste Services Clerk I/II	1
EUD748978002	Wasterwater Collection Supervisor	1
EUD748980001	Wastewater Collection Superintendent	1
EUD748978003	Wastewater Collection Supervisor	1
EUD748978001	Wastewater Collection Supervisor	1
EUD749040001	Wastewater Treatment Plant Chief Operator	1
EUD749025010	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025009	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025008	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025007	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025006	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025005	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025004	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025003	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025002	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025001	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749020004	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020003	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020002	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020001	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749030002	Wastewater Treatment Plant Operator Grade IV	1
EUD749030001	Wastewater Treatment Plant Operator Grade IV	1

EUD749029026	Wastewater Utility Maintenance Worker I/II	1
EUD749029025	Wastewater Utility Maintenance Worker I/II	1
EUD749029024	Wastewater Utility Maintenance Worker I/II	1
EUD749029022	Wastewater Utility Maintenance Worker I/II	1
EUD749029021	Wastewater Utility Maintenance Worker I/II	1
EUD749029020	Wastewater Utility Maintenance Worker I/II	1
EUD749029019	Wastewater Utility Maintenance Worker I/II	1
EUD749029018	Wastewater Utility Maintenance Worker I/II	1
EUD749029017	Wastewater Utility Maintenance Worker I/II	1
EUD749029016	Wastewater Utility Maintenance Worker I/II	1
EUD749029015	Wastewater Utility Maintenance Worker I/II	1
EUD749029014	Wastewater Utility Maintenance Worker I/II	1
EUD749029013	Wastewater Utility Maintenance Worker I/II	1
EUD749029012	Wastewater Utility Maintenance Worker I/II	1
EUD749029011	Wastewater Utility Maintenance Worker I/II	1
EUD749029010	Wastewater Utility Maintenance Worker I/II	1
EUD749029009	Wastewater Utility Maintenance Worker I/II	1
EUD749029008	Wastewater Utility Maintenance Worker I/II	1
EUD749029007	Wastewater Utility Maintenance Worker I/II	1
EUD749029006	Wastewater Utility Maintenance Worker I/II	1
EUD749029005	Wastewater Utility Maintenance Worker I/II	1
EUD749029004	Wastewater Utility Maintenance Worker I/II	1
EUD749029003	Wastewater Utility Maintenance Worker I/II	1
EUD749029002	Wastewater Utility Maintenance Worker I/II	1
EUD749029001	Wastewater Utility Maintenance Worker I/II	1
EUD749029023	Wastewater Utility Maintenance Worker I/II	1
EUD749047001	Water Conservation Administrator	1
EUD749078001	Water Conservation Specialist	1
EUD749051005	Water Conservation Worker I/II	1
EUD749051004	Water Conservation Worker I/II	1
EUD749051003	Water Conservation Worker I/II	1
EUD749051002	Water Conservation Worker I/II	1
EUD749051001	Water Conservation Worker I/II	1
EUD749085001	Water Distribution Superintendent	1
EUD749084004	Water Distribution Supervisor	1
EUD749084003	Water Distribution Supervisor	1
EUD749084002	Water Distribution Supervisor	1
EUD749084001	Water Distribution Supervisor	1
EUD749248023	Water Distribution Worker I/II	1
EUD749248022	Water Distribution Worker I/II	1
EUD749248021	Water Distribution Worker I/II	1
EUD749248020	Water Distribution Worker I/II	1
EUD749248019	Water Distribution Worker I/II	1
EUD749248018	Water Distribution Worker I/II	1
EUD749248017	Water Distribution Worker I/II	1
EUD749248016	Water Distribution Worker I/II	1
EUD749248015	Water Distribution Worker I/II	1
EUD749248014	Water Distribution Worker I/II	1
EUD749248013	Water Distribution Worker I/II	1
EUD749248012	Water Distribution Worker I/II	1
EUD749248011	Water Distribution Worker I/II	1
EUD749248010	Water Distribution Worker I/II	1

EUD749248009	Water Distribution Worker I/II	1
EUD749248008	Water Distribution Worker I/II	1
EUD749248007	Water Distribution Worker I/II	1
EUD749248006	Water Distribution Worker I/II	1
EUD749248005	Water Distribution Worker I/II	1
EUD749248004	Water Distribution Worker I/II	1
EUD749248003	Water Distribution Worker I/II	1
EUD749248002	Water Distribution Worker I/II	1
EUD749248001	Water Distribution Worker I/II	1
EUD749101001	Water Quality Lab Supervisor	1
EUD749101002	Water Quality Lab Supervisor	1
EUD741053001	Water Quality Technician	1
EUD749175001	Water Treatment Plant Chief Operator	1
EUD749230006	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230005	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230004	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230003	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230002	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230001	Water Treatment Plant Operator Grade I/II/III 24Hr	1

Total for Department:	**EUD Environmental Utilities Department**	276

Position Code	**Position Title**	**Allocated FTE**
FIN240040003	Accountant I/II	1
FIN240040002	Accountant I/II	1
FIN240040001	Accountant I/II	1
FIN241370001	Accounting Manager	1
FIN240043001	Accounting Supervisor	1
FIN249427001	Accounts Payable Supervisor	1
FIN240084001	Administrative Technician	1
FIN241021001	Assistant City Manager/Chief Financial Officer	1
FIN2421026001	Assistant Finance Director	1
FIN240915004	Budget Analyst I/II	1
FIN240915003	Budget Analyst I/II	1
FIN240915002	Budget Analyst I/II	1
FIN240915001	Budget Analyst I/II	1
FIN240930001	Budget Manager	1
FIN241060004	Buyer I/II	1
FIN241060003	Buyer I/II	1
FIN241060002	Buyer I/II	1
FIN241060001	Buyer I/II	1
FIN241450001	Courier	1
FIN249550003	ERP Business Analyst I/II	1
FIN249550002	ERP Business Analyst I/II	1
FIN249550001	ERP Business Analyst I/II	1
FIN246520001	ERP Program Manager	1
FIN242900001	Finance Manager	1
FIN243326007	Finance Technician I/II	0.625
FIN243326006	Finance Technician I/II	1
FIN243326005	Finance Technician I/II	1

FIN243326004	Finance Technician I/II	1
FIN243326003	Finance Technician I/II	1
FIN243326002	Finance Technician I/II	1
FIN243326001	Finance Technician I/II	1
FIN240050001	Management Analyst I/II	1
FIN244457001	Management Assistant I/II	1
FIN249428001	Payroll Supervisor	1
FIN245101004	Payroll Technician I/II	0.6
FIN245101003	Payroll Technician I/II	1
FIN245101002	Payroll Technician I/II	1
FIN245101001	Payroll Technician I/II	1
FIN245652001	Purchasing and Warehouse Manager	1
FIN241051003	Senior Accountant	1
FIN241051002	Senior Accountant	1
FIN241051001	Senior Accountant	1
FIN247139001	Senior Buyer	1
FIN247141001	Senior Payroll Technician	1
FIN247203001	Senior Warehouse Worker	1
FIN248952001	Warehouse Worker I/II	1

Total for Department:	**FIN Finance Department**	45.225

Position Code	Position Title	Allocated FTE
FIR480071001	Administrative Assistant	1
FIR480084001	Administrative Technician	1
FIR480480001	Assistant Fire Chief	1
FIR481645001	Department Public Information Officer	1
FIR482415001	EMS Quality Assurance Coordinator	1
FIR480905007	Fire Battalion Chief	1
FIR480905006	Fire Battalion Chief	1
FIR480905004	Fire Battalion Chief	1
FIR480905003	Fire Battalion Chief	1
FIR480905002	Fire Battalion Chief	1
FIR480905001	Fire Battalion Chief	1
FIR480905005	Fire Battalion Chief	1
FIR483320030	Fire Captain	1
FIR483320029	Fire Captain	1
FIR483320028	Fire Captain	1
FIR483320027	Fire Captain	1
FIR483320026	Fire Captain	1
FIR483320025	Fire Captain	1
FIR483320024	Fire Captain	1
FIR483320023	Fire Captain	1
FIR483320022	Fire Captain	1
FIR483320021	Fire Captain	1
FIR483320020	Fire Captain	1
FIR483320019	Fire Captain	1
FIR483320018	Fire Captain	1
FIR483320017	Fire Captain	1
FIR483320016	Fire Captain	1

FIR483320015	Fire Captain	1
FIR483320014	Fire Captain	1
FIR483320013	Fire Captain	1
FIR483320012	Fire Captain	1
FIR483320011	Fire Captain	1
FIR483320010	Fire Captain	1
FIR483320009	Fire Captain	1
FIR483320008	Fire Captain	1
FIR483320007	Fire Captain	1
FIR483320006	Fire Captain	1
FIR483320005	Fire Captain	1
FIR483320004	Fire Captain	1
FIR483320003	Fire Captain	1
FIR483320002	Fire Captain	1
FIR483320001	Fire Captain	1
FIR483330001	Fire Chief	1
FIR483332002	Fire Division Chief	1
FIR483332001	Fire Division Chief	1
FIR483340030	Fire Engineer	1
FIR483340029	Fire Engineer	1
FIR483340028	Fire Engineer	1
FIR483340027	Fire Engineer	1
FIR483340026	Fire Engineer	1
FIR483340025	Fire Engineer	1
FIR483340024	Fire Engineer	1
FIR483340023	Fire Engineer	1
FIR483340022	Fire Engineer	1
FIR483340021	Fire Engineer	1
FIR483340020	Fire Engineer	1
FIR483340019	Fire Engineer	1
FIR483340018	Fire Engineer	1
FIR483340017	Fire Engineer	1
FIR483340016	Fire Engineer	1
FIR483340015	Fire Engineer	1
FIR483340014	Fire Engineer	1
FIR483340013	Fire Engineer	1
FIR483340012	Fire Engineer	1
FIR483340011	Fire Engineer	1
FIR483340010	Fire Engineer	1
FIR483340009	Fire Engineer	1
FIR483340008	Fire Engineer	1
FIR483340007	Fire Engineer	1
FIR483340006	Fire Engineer	1
FIR483340005	Fire Engineer	1
FIR483340004	Fire Engineer	1
FIR483340003	Fire Engineer	1
FIR483340002	Fire Engineer	1
FIR483340001	Fire Engineer	1
FIR481022001	Fire and Environmental Inspection Supervisor	1
FIR483377005	Fire and Environmental Safety Inspector I/II	1
FIR483377004	Fire and Environmental Safety Inspector I/II	1
FIR483377003	Fire and Environmental Safety Inspector I/II	1

FIR483377002	Fire and Environmental Safety Inspector I/II	1
FIR483377001	Fire and Environmental Safety Inspector I/II	1
FIR483355036	Firefighter Paramedic I/II	1
FIR483355035	Firefighter Paramedic I/II	1
FIR483355034	Firefighter Paramedic I/II	1
FIR483355033	Firefighter Paramedic I/II	1
FIR483355032	Firefighter Paramedic I/II	1
FIR483355031	Firefighter Paramedic I/II	1
FIR483355030	Firefighter Paramedic I/II	1
FIR483355029	Firefighter Paramedic I/II	1
FIR483355028	Firefighter Paramedic I/II	1
FIR483355027	Firefighter Paramedic I/II	1
FIR483355026	Firefighter Paramedic I/II	1
FIR483355025	Firefighter Paramedic I/II	1
FIR483355024	Firefighter Paramedic I/II	1
FIR483355023	Firefighter Paramedic I/II	1
FIR483355022	Firefighter Paramedic I/II	1
FIR483355021	Firefighter Paramedic I/II	1
FIR483355020	Firefighter Paramedic I/II	1
FIR483355019	Firefighter Paramedic I/II	1
FIR483355018	Firefighter Paramedic I/II	1
FIR483355017	Firefighter Paramedic I/II	1
FIR483355016	Firefighter Paramedic I/II	1
FIR483355015	Firefighter Paramedic I/II	1
FIR483355014	Firefighter Paramedic I/II	1
FIR483355013	Firefighter Paramedic I/II	1
FIR483355012	Firefighter Paramedic I/II	1
FIR483355011	Firefighter Paramedic I/II	1
FIR483355010	Firefighter Paramedic I/II	1
FIR483355009	Firefighter Paramedic I/II	1
FIR483355008	Firefighter Paramedic I/II	1
FIR483355007	Firefighter Paramedic I/II	1
FIR483355006	Firefighter Paramedic I/II	1
FIR483355005	Firefighter Paramedic I/II	1
FIR483355004	Firefighter Paramedic I/II	1
FIR483355003	Firefighter Paramedic I/II	1
FIR483355002	Firefighter Paramedic I/II	1
FIR483355001	Firefighter Paramedic I/II	1
FIR483412001	GIS Analyst I/II	1
FIR480050001	Management Analyst I/II	1
FIR484957001	Office Assistant I/II	1
Total for Department:	**FIR Fire Department**	120

Position Code	Position Title	Allocated FTE
HRD280071001	Administrative Assistant	1
HRD280484001	Assistant Human Resources Director	1
HRD283596003	Human Resources Analyst I/II	1
HRD283596002	Human Resources Analyst I/II	1
HRD283596001	Human Resources Analyst I/II	1

HRD283598001	Human Resources Director	1
HRD283599001	Human Resources Manager	1
HRD285235008	Human Resources Technician	1
HRD285235007	Human Resources Technician	1
HRD285235006	Human Resources Technician	1
HRD285235005	Human Resources Technician	1
HRD285235004	Human Resources Technician	1
HRD285235003	Human Resources Technician	1
HRD285235002	Human Resources Technician	1
HRD285235001	Human Resources Technician	1
HRD286450001	Risk Manager	1
HRD287178002	Senior Human Resources Technician	1
HRD287178001	Senior Human Resources Technician	1

Total for Department:	**HRD Human Resources Department**	18

Position Code	Position Title	Allocated FTE
ITD320084001	Administrative Technician	1
ITD329558002	Assistant Information Technology Director	1
ITD329558001	Assistant Information Technology Director	1
ITD321362012	Business Systems Analyst I/II	1
ITD321362011	Business Systems Analyst I/II	1
ITD321362010	Business Systems Analyst I/II	1
ITD321362009	Business Systems Analyst I/II	1
ITD321362008	Business Systems Analyst I/II	1
ITD321362007	Business Systems Analyst I/II	1
ITD321362006	Business Systems Analyst I/II	1
ITD321362005	Business Systems Analyst I/II	1
ITD321362004	Business Systems Analyst I/II	1
ITD321362003	Business Systems Analyst I/II	1
ITD321362002	Business Systems Analyst I/II	1
ITD321362001	Business Systems Analyst I/II	1
ITD321180001	Chief Information Officer	1
ITD321552007	Database Analyst I/II	1
ITD321552006	Database Analyst I/II	1
ITD321552005	Database Analyst I/II	1
ITD321552004	Database Analyst I/II	1
ITD321552003	Database Analyst I/II	1
ITD321552002	Database Analyst I/II	1
ITD321552001	Database Analyst I/II	1
ITD323625001	Information Security Administrator	1
ITD323794014	Information Technology Analyst I/II	1
ITD323794013	Information Technology Analyst I/II	1
ITD323794012	Information Technology Analyst I/II	1
ITD323794010	Information Technology Analyst I/II	1
ITD323794009	Information Technology Analyst I/II	1
ITD323794007	Information Technology Analyst I/II	1
ITD323794006	Information Technology Analyst I/II	1
ITD323794005	Information Technology Analyst I/II	1
ITD323794002	Information Technology Analyst I/II	1

ITD323794001	Information Technology Analyst I/II	1
ITD329542001	Information Technology Client Services Supervisor	1
ITD323602005	Information Technology Program Manager	1
ITD323602004	Information Technology Program Manager	1
ITD323602003	Information Technology Program Manager	1
ITD323602002	Information Technology Program Manager	1
ITD323602001	Information Technology Program Manager	1
ITD323618003	Information Technology Technician I/II	1
ITD323618002	Information Technology Technician I/II	1
ITD323618001	Information Technology Technician I/II	1
ITD320050001	Management Analyst I/II	1
ITD321089002	Security Analyst I/II	1
ITD321089001	Security Analyst I/II	1
ITD327130003	Senior Business Systems Analyst	1
ITD327130002	Senior Business Systems Analyst	1
ITD327130001	Senior Business Systems Analyst	1
ITD327145001	Senior Database Analyst	1
ITD327149003	Senior Information Technology Technician	1
ITD321091007	Systems Architect	1
ITD321091006	Systems Architect	1
ITD321091005	Systems Architect	1
ITD321091004	Systems Architect	1
ITD321091003	Systems Architect	1
ITD321091002	Systems Architect	1
ITD321091001	Systems Architect	1

Total for Department:	**ITD Information Technology Department**	58*

*7 positions will be eliminated after promotion process has been completed

Position Code	Position Title	Allocated FTE
PAC181645001	Department Public Information Officer	1
PAC181659001	Deputy City Manager	1
CMO143451001	Government Relations Administrator	1
PAC184517002	Marketing and Communication Analyst I/II	1
PAC184517001	Marketing and Communication Analyst I/II	1
PAC185565001	Public Information Officer	1
PAC188426001	Video and Multimedia Technician	1

Total for Department:	**PAC Public Affairs and Communications**	7

Position Code	Position Title	Allocated FTE
POL440071001	Administrative Assistant	1
POL440100003	Animal Control Officer	1
POL440100002	Animal Control Officer	1
POL440100001	Animal Control Officer	1
POL440110001	Animal Control Supervisor	1
POL441430004	Communications Supervisor	1
POL441430003	Communications Supervisor	1
POL441430002	Communications Supervisor	1

POL441430001	Communications Supervisor	1
POL441380010	Community Services Officer I/II	1
POL441380009	Community Services Officer I/II	1
POL441380008	Community Services Officer I/II	1
POL441380007	Community Services Officer I/II	1
POL441380006	Community Services Officer I/II	1
POL441380005	Community Services Officer I/II	1
POL441380004	Community Services Officer I/II	1
POL441380003	Community Services Officer I/II	1
POL441380002	Community Services Officer I/II	1
POL441380001	Community Services Officer I/II	1
POL441475002	Crime Analyst	1
POL441475001	Crime Analyst	1
POL441645001	Department Public Information Officer	1
POL441700021	Dispatcher I/II	1
POL441700020	Dispatcher I/II	1
POL441700019	Dispatcher I/II	1
POL441700018	Dispatcher I/II	1
POL441700017	Dispatcher I/II	1
POL441700016	Dispatcher I/II	1
POL441700015	Dispatcher I/II	1
POL441700014	Dispatcher I/II	1
POL441700013	Dispatcher I/II	1
POL441700012	Dispatcher I/II	1
POL441700011	Dispatcher I/II	1
POL441700010	Dispatcher I/II	1
POL441700009	Dispatcher I/II	1
POL441700008	Dispatcher I/II	1
POL441700007	Dispatcher I/II	1
POL441700006	Dispatcher I/II	1
POL441700005	Dispatcher I/II	1
POL441700004	Dispatcher I/II	1
POL441700003	Dispatcher I/II	1
POL441700002	Dispatcher I/II	1
POL441700001	Dispatcher I/II	1
POL440050001	Management Analyst I/II	1
POL445400003	Police Captain	1
POL445400002	Police Captain	1
POL445400001	Police Captain	1
POL445410001	Police Chief	1
POL445420007	Police Lieutenant	1
POL445420006	Police Lieutenant	1
POL445420005	Police Lieutenant	1
POL445420004	Police Lieutenant	1
POL445420003	Police Lieutenant	1
POL445420002	Police Lieutenant	1
POL445420001	Police Lieutenant	1
POL445430125	Police Officer/Police Trainee	1
POL445430124	Police Officer/Police Trainee	1
POL445430123	Police Officer/Police Trainee	1
POL445430122	Police Officer/Police Trainee	1
POL445430121	Police Officer/Police Trainee	1

POL445430120	Police Officer/Police Trainee	1
POL445430119	Police Officer/Police Trainee	1
POL445430118	Police Officer/Police Trainee	1
POL445430117	Police Officer/Police Trainee	1
POL445430116	Police Officer/Police Trainee	1
POL445430115	Police Officer/Police Trainee	1
POL445430114	Police Officer/Police Trainee	1
POL445430113	Police Officer/Police Trainee	1
POL445430112	Police Officer/Police Trainee	1
POL445430111	Police Officer/Police Trainee	1
POL445430110	Police Officer/Police Trainee	1
POL445430109	Police Officer/Police Trainee	1
POL445430108	Police Officer/Police Trainee	1
POL445430107	Police Officer/Police Trainee	1
POL445430106	Police Officer/Police Trainee	1
POL445430105	Police Officer/Police Trainee	1
POL445430104	Police Officer/Police Trainee	1
POL445430103	Police Officer/Police Trainee	1
POL445430102	Police Officer/Police Trainee	1
POL445430101	Police Officer/Police Trainee	1
POL445430100	Police Officer/Police Trainee	1
POL445430099	Police Officer/Police Trainee	1
POL445430098	Police Officer/Police Trainee	1
POL445430097	Police Officer/Police Trainee	1
POL445430096	Police Officer/Police Trainee	1
POL445430095	Police Officer/Police Trainee	1
POL445430094	Police Officer/Police Trainee	1
POL445430093	Police Officer/Police Trainee	1
POL445430092	Police Officer/Police Trainee	1
POL445430091	Police Officer/Police Trainee	1
POL445430090	Police Officer/Police Trainee	1
POL445430089	Police Officer/Police Trainee	1
POL445430088	Police Officer/Police Trainee	1
POL445430087	Police Officer/Police Trainee	1
POL445430086	Police Officer/Police Trainee	1
POL445430085	Police Officer/Police Trainee	1
POL445430084	Police Officer/Police Trainee	1
POL445430083	Police Officer/Police Trainee	1
POL445430082	Police Officer/Police Trainee	1
POL445430081	Police Officer/Police Trainee	1
POL445430080	Police Officer/Police Trainee	1
POL445430079	Police Officer/Police Trainee	1
POL445430078	Police Officer/Police Trainee	1
POL445430077	Police Officer/Police Trainee	1
POL445430076	Police Officer/Police Trainee	1
POL445430075	Police Officer/Police Trainee	1
POL445430074	Police Officer/Police Trainee	1
POL445430073	Police Officer/Police Trainee	1
POL445430072	Police Officer/Police Trainee	1
POL445430071	Police Officer/Police Trainee	1
POL445430070	Police Officer/Police Trainee	1
POL445430069	Police Officer/Police Trainee	1

POL445430068	Police Officer/Police Trainee	1
POL445430067	Police Officer/Police Trainee	1
POL445430066	Police Officer/Police Trainee	1
POL445430065	Police Officer/Police Trainee	1
POL445430064	Police Officer/Police Trainee	1
POL445430063	Police Officer/Police Trainee	1
POL445430062	Police Officer/Police Trainee	1
POL445430061	Police Officer/Police Trainee	1
POL445430060	Police Officer/Police Trainee	1
POL445430059	Police Officer/Police Trainee	1
POL445430058	Police Officer/Police Trainee	1
POL445430057	Police Officer/Police Trainee	1
POL445430056	Police Officer/Police Trainee	1
POL445430055	Police Officer/Police Trainee	1
POL445430054	Police Officer/Police Trainee	1
POL445430053	Police Officer/Police Trainee	1
POL445430052	Police Officer/Police Trainee	1
POL445430051	Police Officer/Police Trainee	1
POL445430050	Police Officer/Police Trainee	1
POL445430049	Police Officer/Police Trainee	1
POL445430048	Police Officer/Police Trainee	1
POL445430047	Police Officer/Police Trainee	1
POL445430046	Police Officer/Police Trainee	1
POL445430045	Police Officer/Police Trainee	1
POL445430044	Police Officer/Police Trainee	1
POL445430043	Police Officer/Police Trainee	1
POL445430042	Police Officer/Police Trainee	1
POL445430041	Police Officer/Police Trainee	1
POL445430040	Police Officer/Police Trainee	1
POL445430039	Police Officer/Police Trainee	1
POL445430038	Police Officer/Police Trainee	1
POL445430037	Police Officer/Police Trainee	1
POL445430036	Police Officer/Police Trainee	1
POL445430035	Police Officer/Police Trainee	1
POL445430034	Police Officer/Police Trainee	1
POL445430033	Police Officer/Police Trainee	1
POL445430032	Police Officer/Police Trainee	1
POL445430031	Police Officer/Police Trainee	1
POL445430030	Police Officer/Police Trainee	1
POL445430029	Police Officer/Police Trainee	1
POL445430028	Police Officer/Police Trainee	1
POL445430027	Police Officer/Police Trainee	1
POL445430026	Police Officer/Police Trainee	1
POL445430025	Police Officer/Police Trainee	1
POL445430024	Police Officer/Police Trainee	1
POL445430023	Police Officer/Police Trainee	1
POL445430022	Police Officer/Police Trainee	1
POL445430021	Police Officer/Police Trainee	1
POL445430020	Police Officer/Police Trainee	1
POL445430019	Police Officer/Police Trainee	1
POL445430018	Police Officer/Police Trainee	1
POL445430017	Police Officer/Police Trainee	1

POL445430016	Police Officer/Police Trainee	1
POL445430015	Police Officer/Police Trainee	1
POL445430014	Police Officer/Police Trainee	1
POL445430013	Police Officer/Police Trainee	1
POL445430012	Police Officer/Police Trainee	1
POL445430011	Police Officer/Police Trainee	1
POL445430010	Police Officer/Police Trainee	1
POL445430009	Police Officer/Police Trainee	1
POL445430008	Police Officer/Police Trainee	1
POL445430007	Police Officer/Police Trainee	1
POL445430006	Police Officer/Police Trainee	1
POL445430005	Police Officer/Police Trainee	1
POL445430004	Police Officer/Police Trainee	1
POL445430003	Police Officer/Police Trainee	1
POL445430002	Police Officer/Police Trainee	1
POL445430001	Police Officer/Police Trainee	1
POL445429001	Police Property and Evidence Supervisor	1
POL441094004	Police Property and Evidence Technician I/II	1
POL441094003	Police Property and Evidence Technician I/II	1
POL441094002	Police Property and Evidence Technician I/II	1
POL441094001	Police Property and Evidence Technician I/II	1
POL445440011	Police Records Clerk I/II	1
POL445440010	Police Records Clerk I/II	1
POL445440009	Police Records Clerk I/II	1
POL445440008	Police Records Clerk I/II	1
POL445440007	Police Records Clerk I/II	1
POL445440006	Police Records Clerk I/II	1
POL445440005	Police Records Clerk I/II	1
POL445440004	Police Records Clerk I/II	1
POL445440003	Police Records Clerk I/II	1
POL445440002	Police Records Clerk I/II	1
POL445440001	Police Records Clerk I/II	1
POL445494004	Police Scene Technician I/II	1
POL445494003	Police Scene Technician I/II	1
POL445494002	Police Scene Technician I/II	1
POL445494001	Police Scene Technician I/II	1
POL445470017	Police Sergeant	1
POL445470016	Police Sergeant	1
POL445470015	Police Sergeant	1
POL445470014	Police Sergeant	1
POL445470013	Police Sergeant	1
POL445470012	Police Sergeant	1
POL445470011	Police Sergeant	1
POL445470010	Police Sergeant	1
POL445470009	Police Sergeant	1
POL445470008	Police Sergeant	1
POL445470007	Police Sergeant	1
POL445470006	Police Sergeant	1
POL445470005	Police Sergeant	1
POL445470004	Police Sergeant	1
POL445470003	Police Sergeant	1
POL445470002	Police Sergeant	1

POL445470001	Police Sergeant	1
POL445489002	Police Services Administrator	1
POL445489001	Police Services Administrator	1
POL441039001	Police Social Services Practitioner	1
POL445657001	Public Safety Program Coordinator	1
POL445748002	Records Supervisor	1
POL445748001	Records Supervisor	1
POL441092001	Senior Police Records Clerk	1

Total for Department:	**POL Police Department**	224*

*1 position will be eliminated after promotion process has been completed

Position Code	Position Title	Allocated FTE
PRL580071001	Administrative Assistant	1
PRL580084008	Administrative Technician	1
PRL580084007	Administrative Technician	1
PRL580084006	Administrative Technician	1
PRL580084005	Administrative Technician	1
PRL580084004	Administrative Technician	1
PRL580084003	Administrative Technician	1
PRL580084002	Administrative Technician	1
PRL580084001	Administrative Technician	1
PRL588302001	Aquatics Maintenance Technician	1
PRL588300001	Arborist Technician	1
PRL581225010	Child Care Site Coordinator	1
PRL581225009	Child Care Site Coordinator	1
PRL581225008	Child Care Site Coordinator	1
PRL581225007	Child Care Site Coordinator	1
PRL581225006	Child Care Site Coordinator	1
PRL581225005	Child Care Site Coordinator	1
PRL581225004	Child Care Site Coordinator	1
PRL581225003	Child Care Site Coordinator	1
PRL581225002	Child Care Site Coordinator	1
PRL581225001	Child Care Site Coordinator	1
PRL581645002	Department Public Information Officer	1
PRL585075001	Irrigation Technician	1
PRL585075002	Irrigation Technician	1
PRL584152007	Librarian I/II	0.5
PRL584152005	Librarian I/II	1
PRL584152004	Librarian I/II	1
PRL584152003	Librarian I/II	1
PRL584152002	Librarian I/II	1
PRL584152001	Librarian I/II	1
PRL584210005	Library Assistant I/II	1
PRL584210003	Library Assistant I/II	1
PRL584210002	Library Assistant I/II	1
PRL584210001	Library Assistant I/II	1
PRL584250003	Library Technician	1
PRL584250002	Library Technician	1
PRL584250001	Library Technician	1
PRL580050002	Management Analyst I/II	1

PRL580050001	Management Analyst I/II	1
PRL584517001	Marketing and Communication Analyst I/II	1
PRL589545001	Natural Resources Specialist I/II	1
PRL584872003	Natural Resources Worker I/II	1
PRL584872002	Natural Resources Worker I/II	1
PRL584872001	Natural Resources Worker I/II	1
PRL584957009	Office Assistant I/II	1
PRL584957006	Office Assistant I/II	1
PRL584957003	Office Assistant I/II	1
PRL584957002	Office Assistant I/II	1
PRL585022002	Park Development Project Manager I/II	1
PRL585022001	Park Development Project Manager I/II	1
PRL585080023	Parks Maintenance Worker I/II	1
PRL585080022	Parks Maintenance Worker I/II	1
PRL585080021	Parks Maintenance Worker I/II	1
PRL585080020	Parks Maintenance Worker I/II	1
PRL585080019	Parks Maintenance Worker I/II	1
PRL585080018	Parks Maintenance Worker I/II	1
PRL585080017	Parks Maintenance Worker I/II	1
PRL585080016	Parks Maintenance Worker I/II	1
PRL585080015	Parks Maintenance Worker I/II	1
PRL585080014	Parks Maintenance Worker I/II	1
PRL585080013	Parks Maintenance Worker I/II	1
PRL585080012	Parks Maintenance Worker I/II	1
PRL585080011	Parks Maintenance Worker I/II	1
PRL585080010	Parks Maintenance Worker I/II	1
PRL585080009	Parks Maintenance Worker I/II	1
PRL585080008	Parks Maintenance Worker I/II	1
PRL585080007	Parks Maintenance Worker I/II	1
PRL585080006	Parks Maintenance Worker I/II	1
PRL585080004	Parks Maintenance Worker I/II	1
PRL585080003	Parks Maintenance Worker I/II	1
PRL585080002	Parks Maintenance Worker I/II	1
PRL585080001	Parks Maintenance Worker I/II	1
PRL585024001	Parks Planning and Development Superintendent	1
PRL581278006	Parks Project Technician	1
PRL581278005	Parks Project Technician	1
PRL581278004	Parks Project Technician	1
PRL581278003	Parks Project Technician	1
PRL581278002	Parks Project Technician	1
PRL581278001	Parks Project Technician	1
PRL589543011	Parks Recreation and Libraries Coordinator I/II	1
PRL589543010	Parks Recreation and Libraries Coordinator I/II	1
PRL589543009	Parks Recreation and Libraries Coordinator I/II	1
PRL589543007	Parks Recreation and Libraries Coordinator I/II	1
PRL589543006	Parks Recreation and Libraries Coordinator I/II	1
PRL589543005	Parks Recreation and Libraries Coordinator I/II	1
PRL589543004	Parks Recreation and Libraries Coordinator I/II	1
PRL589543003	Parks Recreation and Libraries Coordinator I/II	1
PRL589543002	Parks Recreation and Libraries Coordinator I/II	1
PRL589543001	Parks Recreation and Libraries Coordinator I/II	1
PRL589543008	Parks Recreation and Libraries Coordinator I/II	1

PRL585082001	Parks Recreation and Libraries Director	1
PRL589547003	Parks Recreation and Libraries Manager	1
PRL589547002	Parks Recreation and Libraries Manager	1
PRL589547001	Parks Recreation and Libraries Manager	1
PRL589546005	Parks Recreation and Libraries Superintendent	1
PRL589546004	Parks Recreation and Libraries Superintendent	1
PRL589546003	Parks Recreation and Libraries Superintendent	1
PRL589546002	Parks Recreation and Libraries Superintendent	1
PRL589546001	Parks Recreation and Libraries Superintendent	1
PRL585069004	Parks Supervisor	1
PRL585069003	Parks Supervisor	1
PRL585069002	Parks Supervisor	1
PRL585069001	Parks Supervisor	1
PRL588304006	Recreation Leader	1
PRL588304005	Recreation Leader	1
PRL588304004	Recreation Leader	1
PRL588304003	Recreation Leader	1
PRL588304002	Recreation Leader	1
PRL588304001	Recreation Leader	1
PRL589544009	Recreation and Library Supervisor	1
PRL589544008	Recreation and Library Supervisor	1
PRL589544007	Recreation and Library Supervisor	1
PRL589544006	Recreation and Library Supervisor	1
PRL589544005	Recreation and Library Supervisor	1
PRL589544004	Recreation and Library Supervisor	1
PRL589544003	Recreation and Library Supervisor	1
PRL589544002	Recreation and Library Supervisor	1
PRL589544001	Recreation and Library Supervisor	1
PRL583733001	Senior Interpretive Services Specialist	1
PRL587154001	Senior Natural Resources Worker	1
PRL587192006	Senior Parks Maintenance Worker	1
PRL587192005	Senior Parks Maintenance Worker	1
PRL587192004	Senior Parks Maintenance Worker	1
PRL587192003	Senior Parks Maintenance Worker	1
PRL587192002	Senior Parks Maintenance Worker	1
PRL587201001	Senior Tree Trimmer	1
PRL581504002	Tree Trimmer I/II	1
PRL581504001	Tree Trimmer I/II	1
PRL588762001	Urban Forester	1
PRL581641004	Youth Development Program Coordinator	1
PRL581641003	Youth Development Program Coordinator	1
PRL581641002	Youth Development Program Coordinator	1
PRL581641001	Youth Development Program Coordinator	1

Total for Department:	**PRL Parks Recreation and Libraries**	132.5

Position Code	Position Title	Allocated FTE
PWD620071001	Administrative Assistant	1
PWD620084006	Administrative Technician	0.75
PWD620084005	Administrative Technician	1

PWD620084004	Administrative Technician	1
PWD620084003	Administrative Technician	1
PWD620084002	Administrative Technician	1
PWD620084001	Administrative Technician	1
PWD620088003	Alternative Transportation Analyst I/II	0.75
PWD620088001	Alternative Transportation Analyst I/II	1
PWD620090001	Alternative Transportation Manager	1
PWD621005011	Associate (PE)/Assistant/Junior Engineer	1
PWD621005010	Associate (PE)/Assistant/Junior Engineer	1
PWD621005009	Associate (PE)/Assistant/Junior Engineer	1
PWD621005008	Associate (PE)/Assistant/Junior Engineer	1
PWD621005007	Associate (PE)/Assistant/Junior Engineer	1
PWD621005006	Associate (PE)/Assistant/Junior Engineer	1
PWD621005005	Associate (PE)/Assistant/Junior Engineer	1
PWD621005004	Associate (PE)/Assistant/Junior Engineer	1
PWD621005003	Associate (PE)/Assistant/Junior Engineer	1
PWD621005002	Associate (PE)/Assistant/Junior Engineer	1
PWD621005001	Associate (PE)/Assistant/Junior Engineer	1
PWD621032006	Building Maintenance Worker I/II	1
PWD621032005	Building Maintenance Worker I/II	1
PWD621032004	Building Maintenance Worker I/II	1
PWD621032003	Building Maintenance Worker I/II	1
PWD621032002	Building Maintenance Worker I/II	1
PWD621032001	Building Maintenance Worker I/II	1
PWD621401001	Community Relations Analyst	1
PWD621485005	Custodian	1
PWD621485004	Custodian	1
PWD621485003	Custodian	1
PWD621485002	Custodian	1
PWD621485001	Custodian	1
PWD621025001	Custodian Supervisor	1
PWD622385004	Electronics Technician I/II	1
PWD622385003	Electronics Technician I/II	1
PWD622385002	Electronics Technician I/II	1
PWD622385001	Electronics Technician I/II	1
PWD621277001	Engineering Manager	1
PWD621350001	Engineering Technician I/II	1
PWD622560004	Equipment Serviceworker	1
PWD622560003	Equipment Serviceworker	1
PWD622560002	Equipment Serviceworker	1
PWD622560001	Equipment Serviceworker	1
PWD624321001	Facilities Supervisor	1
PWD623319001	Fleet Management Technician	1
PWD622565001	Fleet Services Supervisor	1
PWD622214001	GIS Technician I/II	1
PWD620050002	Management Analyst I/II	1
PWD620050001	Management Analyst I/II	1
PWD624501010	Mechanic I/II	1
PWD624501009	Mechanic I/II	1
PWD624501008	Mechanic I/II	1
PWD624501007	Mechanic I/II	1
PWD624501006	Mechanic I/II	1

PWD624501005	Mechanic I/II	1
PWD624501004	Mechanic I/II	1
PWD624501003	Mechanic I/II	1
PWD624501002	Mechanic I/II	1
PWD624501001	Mechanic I/II	1
PWD624957007	Office Assistant I/II	0.5
PWD624957006	Office Assistant I/II	1
PWD624957005	Office Assistant I/II	1
PWD624957004	Office Assistant I/II	1
PWD624957003	Office Assistant I/II	1
PWD624957002	Office Assistant I/II	1
PWD624957001	Office Assistant I/II	1
PWD625519001	Preventative Maintenance Supervisor	1
PWD625560003	Project Coordinator	1
PWD625560002	Project Coordinator	1
PWD625560001	Project Coordinator	1
PWD621069001	Project Supervisor	1
PWD625635001	Public Works Director	1
PWD621087002	Public Works Manager	1
PWD621087001	Public Works Manager	1
PWD627119001	Senior Building Maintenance Worker	1
PWD627170001	Senior Electronic Technician	1
PWD627142003	Senior Engineer	1
PWD627142002	Senior Engineer	1
PWD627142001	Senior Engineer	1
PWD627189002	Senior Mechanic	1
PWD627189001	Senior Mechanic	1
PWD627187006	Senior Street Maintenance Worker	1
PWD627187005	Senior Street Maintenance Worker	1
PWD627187004	Senior Street Maintenance Worker	1
PWD627187003	Senior Street Maintenance Worker	1
PWD627187002	Senior Street Maintenance Worker	1
PWD627187001	Senior Street Maintenance Worker	1
PWD621073001	Street Maintenance Manager	1
PWD627522003	Street Maintenance Supervisor	1
PWD627522002	Street Maintenance Supervisor	1
PWD627522001	Street Maintenance Supervisor	1
PWD627530019	Street Maintenance Worker I/II	1
PWD627530018	Street Maintenance Worker I/II	1
PWD627530017	Street Maintenance Worker I/II	1
PWD627530016	Street Maintenance Worker I/II	1
PWD627530015	Street Maintenance Worker I/II	1
PWD627530014	Street Maintenance Worker I/II	1
PWD627530013	Street Maintenance Worker I/II	1
PWD627530012	Street Maintenance Worker I/II	1
PWD627530011	Street Maintenance Worker I/II	1
PWD627530010	Street Maintenance Worker I/II	1
PWD627530009	Street Maintenance Worker I/II	1
PWD627530008	Street Maintenance Worker I/II	1
PWD627530007	Street Maintenance Worker I/II	1
PWD627530006	Street Maintenance Worker I/II	1
PWD627530005	Street Maintenance Worker I/II	1

PWD627530004	Street Maintenance Worker I/II	1
PWD627530003	Street Maintenance Worker I/II	1
PWD627530002	Street Maintenance Worker I/II	1
PWD627530001	Street Maintenance Worker I/II	1
PWD627540005	Street Sweeper Operator	1
PWD627540004	Street Sweeper Operator	1
PWD627540003	Street Sweeper Operator	1
PWD627540002	Street Sweeper Operator	1
PWD627540001	Street Sweeper Operator	1
PWD622376003	Traffic Signal Maintenance Worker I/II	1
PWD622376002	Traffic Signal Maintenance Worker I/II	1
PWD622376001	Traffic Signal Maintenance Worker I/II	1
PWD621059001	Transit Operations Analyst I/II	1
PWD621052001	Transportation Grants Analyst	1
PWD628938001	Vehicle Maintenance Parts Buyer	1
PWD628940001	Vehicle Maintenance Servicewriter	1
PWD628952001	Warehouse Worker I/II	1
Total for Department:	**PWD Public Works**	123

Total for All Departments	**Allocated FTE**
	1319.975*

*8 positions will be eliminated after promotion process has been completed

COUNCIL COMMUNICATION

CC #: 2217
File #: 0800-02 & 0201-01

Title:	Regional Water Authority Grant Funding - Agreement and Budget Adjustment
Contact:	Bobby Alvarez 916-746-1710 balvarez@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.18.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council:

1) Adopt a resolution to approve a Regional Water Authority Project Agreement for Advancing Water Efficiency in the Sacramento Region Project and authorize the City Manager to execute it; and
2) Adopt an ordinance to approve a $87,598 budget adjustment for grant funding for two new water efficiency rebate programs to be offered to Roseville residents.

BACKGROUND

The Regional Water Authority ("RWA") is a joint powers authority formed to serve and represent regional water supply interests and assist members in protecting and enhancing the reliability, availability, affordability and quality of water resources. The City of Roseville participates in the RWA as one of 21 member agencies. Last year, the RWA secured funding from the Department of Water Resources to support water conservation programs. Rules for the re-grant are defined in the Advancing Water Efficiency in the Sacramento Region Project agreement. City Council approval of the agreement is required in order to make these funds available to Roseville residents.

This is a particularly timely program, in that it provides assistance to residents wishing to take action to reduce their water use at home. The program will provide rebates in two areas:
1. $30,799 under the *Water Loss Prevention Rebate* program. This program will provide reimbursement up to $2,000 for water loss-related repair needs identified by a City of Roseville representative during Water Wise House Calls. Repairs can be made to toilets, main lines, hot water heaters, pool or pond autofill systems, faucets, etc.
2. $56,799 under the *Irrigation Efficiency Upgrade Rebate* program. This program will provide reimbursement up to $500 for irrigation system upgrades, including conversion to low volume drip irrigation, pressure regulators, check valves, weather/soil moisture based smart irrigation controllers, etc.

Securing State financial support to implement these new rebate programs is important to better leverage Roseville resources and provide a higher service level to Roseville customers who want to use water more efficiently in their homes. The new rebates will:

Help the City of Roseville Meet State Mandates. The proposed programs will support the EU's Water Utility's strategic goal of water savings by lowering the RGPCD (residential gallons per capita per day) throughout the City. Through SB 606 and AB 1668 (legislation), legislative targets have been set and the City has timeframes and dates associated with achieving mandated goals to reduce residential water use – or fines will be imposed. The legislation establishes a per person goal of 55 gallons per day until 2025, 47 gallons until 2030, and 42 gallons by 2030. According to state data, Californians used an average of 111 gallons of water per day in 2021. EU's Water Utility needs to use every tool available to help meet these targets.

Expand and build new residential customer efficiency and outreach programs as a support to residents during drought conditions. These new offerings will provide new tools to encourage Roseville customers to achieve water savings and build conservation awareness. Grant funding is available through December 2023.

I**ncrease the City's ability to support leak detection by reimbursing customers for repair services.** Currently, in the Water Wise House Calls, staff perform a less detailed test to identify leaks for customers. The process works well but does not always pinpoint the leak. A basic pressure test is completed on the service line, interior and exterior plumbing to identify a pressure loss. Customers having an increase in water consumption due to a leak are simply advised to call a leak detection company or plumber to investigate further. The rebate funding will provide an incentive for customers to take the next step towards fixing water leaks on their property and in their home.

FISCAL IMPACT

The RWA Advancing Water Efficiency in the Sacramento Region Project grant totals $1,244,000 and, of that amount, Roseville has been awarded $87,598. No matching fund contribution is required. Staff requests approval for a budget adjustment for $87,598 to fund a new project (RWA Grant – Advancing Water Efficiency in the Sacramento Region) in the Water Operations Fund to administer this grant. There will be no net effect on the available resources in the Water Operations Fund since all costs will be reimbursed by the RWA.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The grant program meets the above criteria and is not subject to CEQA. No additional environmental review is required.

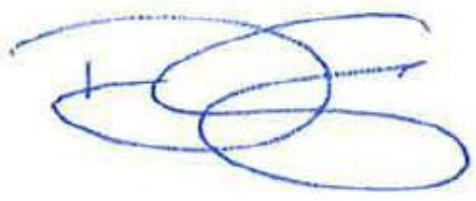
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Bobby Alvarez, Water Conservation Administrator

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-283

WEP Project Agreement

Ordinance 6534

RWA Grant - Budget Adjustment

RESOLUTION NO. 22-283

APPROVING THE REGIONAL WATER AUTHORITY PROJECT AGREEMENT FOR ADVANCING WATER EFFICIENCY IN THE SACRAMENTO REGION PROJECT

WHEREAS, the Regional Water Authority Project Agreement for Advancing Water Efficiency in the Sacramento Region project, by and between the City of Roseville and Members and Contracting Entities of the Regional Water Authority, 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

REGIONAL WATER AUTHORITY
PROJECT AGREEMENT

ADVANCING WATER EFFICIENCY IN THE SACRAMENTO REGION PROJECT

This Agreement is made and entered into as of the __ day of _____, 2021, by and between the Regional Water Authority ("RWA"), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in **Exhibit 1** to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as "Participants"), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement ("RWA JPA") pursuant to which RWA was formed and operates, authorizes RWA to enter into a "Project or Program Agreement," which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: "The Regional Authority's projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name."

D. Article 22 of the RWA JPA states: "Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement."

E. RWA and the Participants desire to carry out a project and share in the costs and benefits of the project, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

F. The RWA Regional Water Efficiency Program ("RWEP") is an integral part to achieving RWA's mission and provides a valuable service to RWA and RWEP members.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated by reference.

2. Defined Terms. Terms defined in the RWA JPA will have the same meaning in this Agreement.

3. Description of the Project. A key element of the RWA RWEP is to support the water conservation programs of the 19 member agencies. As signatories of the Water Forum Agreement (www.waterforum.org), members participating in the RWEP have committed to implementing a number of Best Management Practices for urban water conservation.

The Advancing Water Efficiency in the Sacramento Region Project ("Project") will expand current and build new residential and commercial customer efficiency and outreach programs in the Sacramento region. This project consists of three components: 1) residential programs, 2) commercial programs, and 3) public outreach. The residential customer efficiency programs in this project include irrigation (distribution of nozzles, smart controllers, drip system, etc.) rebates, turf replacement with low water use/native plants and household water loss (fixing/replacing fixtures, appliances, and pipes). The commercial customer efficiency program in this project provides incentives for high water use businesses like laundry, brewery, and food production facilities. The outreach program in this project includes focus group research, coordinated outreach messaging development, a regional water efficiency demonstration garden and customer focused advertisements. The quantitative outcome of the project is to save an estimated 179 acre feet of water per year, or 2,681 acre feet of water over the lifetime of the project (15 years) and increase overall water reliability. The RWA will manage and implement Components 2 (commercial programs) and 3 (public outreach). This agreement focuses on water provider requirements to locally implement Component 1 (residential programs). Project Participants for Component 1 are listed in **Exhibit 1**.

Exhibit 2 outlines DWR contractual obligations that all Participants must adhere to if they are to receive any funding for this Project. Grant reimbursable expenses are for the period beginning June 27, 2020 and ending December 1, 2023 per the funding agreement with DWR. A description of the grant project statement of work including reimbursement procedures is included as **Exhibit 3**. Project Participants agree to submit information associated with fulfilling the statement of work in a timely fashion to allow RWA to meet reporting requirements. Additionally, all project Participants will calculate and report water savings based on a standard methodology developed by the RWEP project manager.

4. Sharing in Project Costs and Benefits. Subject to the provisions of Articles 7 and 9 of this Agreement, it is anticipated that up to 13 RWA members, contracting agencies and other local agencies will participate in the Project as listed in **Exhibit 1**. Non-RWA members may participate in the Project; however, there may be subject to a 20% surcharge for any fees collected for the Project. Agencies that are both non-RWA members and non-RWEP members may be subject to a total 40% surcharge. Surcharges collected are to be designated to the RWA Operating Fund. Each Participant will pay an

apportioned share for the project costs, based on their relative estimated benefit received from the grant program, for any fees that need to be collected for the Project.

Exhibit 4 provides an estimate of the benefit for each of the Participants. Note that the grant provides a total of $1,244,000 for the Project. **Exhibit 4** serves to identify the grant-reimbursable funds requested by the Participant that have been reserved for its use, unless it requests to release these funds due to non-use. The remaining funds that have not been released as outlined in **Exhibit 4** will be available to Participants on a first-come, first-served basis. Finally, Participants not currently identified in **Exhibit 1** or **Exhibit 4** may be added to this Agreement following its execution subject to availability of funds and approval of the RWA RWEP Program Manager.

In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Project will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement.

5. Role of RWA. The Executive Director of RWA will: (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Project are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Project, and (c) administer the grant on behalf of RWA and the Participants consistent with the provisions of this Agreement.

6. RWA Project Management Fee. The management fee to administer the Project has an estimated budget of $8,232, which is funded by the participating agencies for this project. Project management activities include development of project agreements, project guidance, project meetings, quarterly reporting, preparation and submittal of final project reports and three annual post-project reports as required by the DWR funding agreement. Project management expenses may be incurred by a combination of RWA staff and consulting support as determined by RWA.

7. Authorization to Proceed with the Project. Upon execution of this Agreement, each Participant will be authorized to conduct water use surveys and administer associated incentives up to the amount defined in **Exhibit 4** for each respective Participant.

8. Term. This Agreement will remain in effect for so long as any obligations under this Agreement remain outstanding.

9. Withdrawal. A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal.

11. Amendments. This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

12. General Provisions. The provisions of Articles 37 through 41, inclusive, of the RWA JPA, and the provisions of Article 10 ("General Provisions") of any Participation Agreement entered into

between RWA and a Participant, will apply to this Agreement.

The foregoing Advancing Water Efficiency in the Sacramento Region Project Agreement is hereby consented to and authorized by RWA and the Participants.

Dated: _____ __, 2022

_____
Signature

_____
Name

Regional Water Authority

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE

BY: _____
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT 1

REGIONAL WATER AUTHORITY

ADVANCING WATER EFFICIENCY IN THE SACRAMENTO REGION PROJECT

PROJECT PARTICIPANTS

Provider
California American Water
Carmichael Water District
City of Folsom
City of Roseville
City of Sacramento
El Dorado Irrigation District
Fair Oaks Water District
Golden State Water Company
Orange Vale Water Company
Placer County Water Agency
Sacramento County Water Agency
Sacramento Suburban Water District
San Juan Water District

EXHIBIT 2

REGIONAL WATER AUTHORITY

ADVANCING WATER EFFICIENCY IN THE SACRAMENTO REGION PROJECT

DWR CONTRACTUAL OBLIGATIONS FOR PARTICIPANTS

1. State Audit Document Requirements

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a. Receipts and deposits
   b. Disbursements
   c. State reimbursement requests
   d. Expenditure tracking of State funds
   e. Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.

2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

2. Retention. The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

3. Acknowledgement of Credit. Participants shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Participant's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or

in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Participant shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

4. Child Support Obligations. Each Participant acknowledges and agrees that by participating in the grant, it recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code. Each Participant also will fully comply with the earnings assignment orders of all employees and will provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

5. Drug-Free Workplace. Each Participant certifies, under penalty of perjury under the laws of State of California, its compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking all of the actions:

a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
    1. The dangers of drug abuse in the workplace,
    2. Grantee's policy of maintaining a drug-free workplace,
    3. Any available counseling, rehabilitation, and employee assistance programs, and
    4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    1. Will receive a copy of Grantee's drug-free policy statement, and
    2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

6. Nondiscrimination. Each Participant acknowledges and agrees that it shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave or pregnancy disability leave. Participants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). Each Participant shall give written notice of its obligations under this paragraph to labor organizations with which they have a collective bargaining or other agreement.

7. Americans With Disabilities Act. Each Participant certifies that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq*.), and all applicable regulations and guidelines issued pursuant to the ADA.

8. Submission of Reports. Each Participant will provide all reports, data, information, and certifications necessary for RWA to comply with all DWR reporting requirements, including the reports described in Exhibit 3. RWA will provide Participants with template report forms, reporting and instructions and related assistance to ensure the timely preparation and submittal of all reports in the necessary formats required under the Grant Agreement. Participants will timely respond to any RWA requests for additional information and work on required reports.

9. Accounting and Return of Grant Disbursement. Each Participant is obligated to account for the expenditure of all grant funds received. Participant's obligations for accounting, disclosure and return of funds include:

a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS**: Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

b) **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.

c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

10. State Indemnification. To the extent permitted by law, each Participant agrees to indemnify, defend and hold harmless the State against any loss or liability arising out of any claim or action brought against the State, and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with: (1) the project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) performing any of the terms contained in the Grant Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the federal Comprehensive Environmental Response, Compensation and Liability Act, Resource Conservation and Recovery Act, Water Pollution Control Act, and Clean Air Act, and the California Hazardous Substance Account Act, Hazardous Waste Control Law and Water Code section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to

be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by the Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this indemnification shall survive the term of the Grant Agreement.

EXHIBIT 3

REGIONAL WATER AUTHORITY

ADVANCING WATER EFFICIENCY IN THE SACRAMENTO REGION PROJECT

PROJECT STATEMENT OF WORK

Regional Water Authority

Advancing Water Efficiency in the Sacramento Region Project Procedures and FAQs

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General Background and Funding Information

The Regional Water Authority ("RWA") serves as the local administrative agent for the State of California's Integrated Regional Water Management Program. On November 4, 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014. Proposition 1 authorized $510 million in Integrated Regional Water Management (IRWM) funding. Funds are allocated to 12 hydrologic region-based Funding Areas. The Proposition 1 IRWM Grant Program, administered by DWR, provides funding for projects that help meet the long-term water needs of the state, including:

- Assisting water infrastructure systems adapt to climate change;
- Providing incentives throughout each watershed to collaborate in managing the region's water resources and setting regional priorities for water infrastructure; and
- Improving regional water self-reliance, while reducing reliance on Sacramento-San Joaquin Delta.

Funding for the Advancing Water Efficiency in the Sacramento Region Project ("Project") totaling $1,244,000 was awarded to RWA's Regional Water Efficiency Program ("RWEP") through the California Department of Water Resources' ("DWR") Proposition 1 funding as part of the larger regional grant award to RWA.

This project will expand current and build new residential and commercial customer efficiency and outreach programs in the Sacramento region. **This project will not replace an existing funding source for an ongoing program but rather must expand a current program or start a new program.** This project consists of three components: 1) residential programs, 2) commercial programs, and 3) public outreach. The breakdown of funding by component is in Table 1. The residential customer efficiency programs in this project include irrigation (distribution of nozzles, smart controllers, drip system, etc.) rebates, turf replacement with low water use/native plants rebates and household water loss (fixing/replacing fixtures, appliances, and pipes) rebates. The commercial customer efficiency program in this project provides incentives for high water use businesses like laundry, brewery, and food production facilities. The outreach program in this project includes focus group research, coordinated outreach messaging development, a regional water efficiency demonstration garden and customer focused advertisements. The residential customer efficiency programs will create/expand/build capacity of existing local water supplier programs and will expand a regional RWA managed residential irrigation controller distribution program. The commercial customer efficiency program will be new, will be managed by RWA and available to all RWEP water suppliers in the RWA area. The outreach program will expand the current regional program and will be managed and implemented by RWA. The program will include public outreach messaging development and advertising purchases (radio, social media, etc.). The collective goal of the project is to increase demand side water efficiency that will produce reliable and long-term water savings in the Sacramento region. The residential and commercial efficiency programs will result in direct real water savings. The result of the public outreach program will be a more educated public that will continue to practice water efficiency into the future. Combined, these three project components (residential, commercial, and public outreach) will save water through research-based programs and will create customer support for water efficiency through education. The quantitative outcome of the project is to save an estimated 179 acre feet of water per year, or 2,681 acre feet of water over the lifetime of the project (15 years) and increase overall water reliability. The qualitative outcome is to educate customers on the importance of efficiency, which will help mitigate

longer term climate change impacts.

Table 1 Grant Distribution by Project

Project Component	Grant Share
1) Residential Programs	$980,000
2) Commercial Programs	$50,000
3) Public Outreach	$214,000
Total	$1,244,000

Regional Water Authority will manage Component 2 Commercial Programs and Component 3 Public Outreach. Details about Component 2 and Component 3 are not covered in this agreement. The agreement focuses on Component 1 Residential Programs. The participating water providers will manage their own Residential Programs (Component 1) and submit data to RWA for reimbursement.

The funds for the residential programs component are proportionally allocated comprised of two parts 1) base level of funding for all participating providers and 2) additional funding based on total number of connections by provider. No local cost share funding is required. Exhibit 4 displays the distribution of the Component 1 Residential Programs by participating water provider by rebate type. The following 3 rebates programs are offered as part of Component 1 of this project.

1. Residential Customer Efficiency Irrigation Rebate (includes Smart controllers, drip irrigation and nozzles, continuing the Rachio controller program), total funding available over two years - $595,000. Base level of funding per participating water provider is $30,000.
2. Residential Customer Efficiency Turf Replacement Rebate (includes turf replacement with low water use/native plants), total funding available over two years - $125,000. Base level of funding per participating water provider is $10,000.
3. Residential Customer Efficiency Water Loss Rebate (includes Customer water loss programs, indoor and outdoor surveys that include finding and fixing leaks, repairs of appliances and pipes), total funding available over two years - $260,000. Base level of funding per participating water provider is $20,000.

Project Overview

Component 1 Residential Programs consists of the following 3 rebate programs: 1) Residential Customer Efficiency Irrigation Rebate, 2) Residential Customer Efficiency Turf Replacement Rebate, and 3) Residential Customer Efficiency Water Loss Rebate.

A customer water use survey is required for all 3 programs for all participating customers. The survey can be done in person, on the phone, virtually or by reviewing and documenting customer water use through meter data. The purpose of the customer water use survey is to assess current water use, provide the customer with recommendations for upgrades and repairs (where applicable) and estimate water savings. Customer water use survey format will be supplier specific but must be in line with industry standards. **Pre-inspections are also an acceptable form of the customer water use**

survey. Please contact RWA if you have questions about the customer water use survey requirement.

1) **Residential Customer Efficiency Irrigation Rebates**

What is Residential Customer Efficiency Irrigation Rebate Program?
The Residential Customer Efficiency Irrigation Rebate Program includes reimbursement to water providers for paying customers to upgrade irrigation equipment to more efficient models/methods. An in person, virtual or desktop customer water use survey is required to estimate square footage of landscape to be replaced. The Program will provide customers with a free customer water use survey from their water provider or consultant and a list of various recommended irrigation system upgrades to increase efficiency. Examples of efficiency upgrades include: replacing sprayers in non-turf areas with low volume drip irrigation systems, removing pop-up spray heads in turf areas and replacing them with low precipitation, high distribution uniformity or multi-stream rotator nozzles with an inches per hour (In/h) flow rate of 1.10, installing a pressure regulator on the irrigation system to reduce the pressure to an appropriate level for proper system performance, installing check valves in low-lying sprinklers to stop excess drainage from seeping from the sprinkler head and weather/soil moisture based smart irrigation controllers.

To provide a rebate to the customer to implement the recommended landscape irrigation upgrades to their property, the Project offers a rebate of up to $500 per meter/property. The rebate only covers the recommended irrigation efficiencies upgrades provided to the customer during the initial required customer water use survey by the participating water provider. The rebate may also be used to cover labor costs to install the recommended irrigation efficiencies and pressure regulating equipment. Labor costs are limited to $150 per residential meter/property. Itemized receipts for equipment are required to receive a rebate. If a participant requests reimbursement for labor, a detailed invoice from a licensed landscape contractor (contractor must have a current State of California C27, D12, or C36 license) must be submitted with labor and equipment costs listed individually, see Attachment A for an example invoice. Rebates will only be administered to the property owner of record for each participating property. The unit cost of irrigation equipment installed must not exceed the manufacturer's suggested retail price.

Additionally, RWA has created a customer application template for this Program (Attachment B). Please feel free to use this form or your own provider version of the form. If you use your own provider form, the same information on the RWA template needs to be included.

Funding available through this Program and minimum number of rebates by participating water provider is below in Table 2. Minimum number of rebates is the amount of total funding per participating water provider divided by the maximum rebate amount allowed ($500) per customer to provide a goal to reach if a participating water provider will use all the funding provided. A participating water provider does not need to use all available funding but cannot offer more than the maximum rebate per customer/meter/property.

Table 2 Residential Irrigation Efficiencies Rebates Funding and Rebates

Supplier	IE Totals	Minimum # of Required Rebates
SJWD	$37,203	74
EID	$58,011	116
Sacramento	$126,620	253
Roseville	$56,666	113
Folsom	$42,870	86
OVWC	$33,739	67
Cal Am		
FOWD	$39,371	79
SSWD	$61,481	123
Golden State	$41,547	83
PCWA	$59,586	119
Carmichael WD	$37,905	76
SCWA		
Total	**$595,000**	**1,190**

What irrigation efficiencies equipment does the rebate cover?
Participating water provider staff will determine site appropriate equipment based on the efficiency needs of an individual property. Eligible equipment includes:

- Smart (weather and/or soil moisture based) Irrigation Controllers
    - Controller must be on the SWAT-tested list, which can be found at www.irrigation.org/swat/ and/or WaterSense labeled list (where applicable), which can be found https://lookforwatersense.epa.gov/products/
- Drip irrigation systems
- Replacing mis-matched sprinkler heads with like-kind heads.
- Water pressure-regulating devices
- Check valves
- Low precipitation, high distribution, uniformity or multi stream rotating nozzles
- Rain shut off devices and/or soil moisture sensors

Equipment installation is covered by the rebate. Who is responsible for installation?
The residential customer is ultimately responsible for equipment installation. However, the customer may choose to hire a third party or landscape contractor for equipment installation and may be reimbursed through the Program, up to the limits described above. If the customer chooses to hire a landscape contractor and wants to be reimbursed by the Program, the work must be performed by a State of California licensed landscape contractor that holds a C27 or D12 specialty license (or a C36 plumbing license for pressure regulation equipment installation) and a business license. Customers should be reminded to check the licensing status of any contractor they hire and that rebates will only be provided for work by licensed contractors, it is the water provider's responsibility to confirm that the contractor has a valid license. Additionally, ReScape Qualified or Qualified Water Efficient Landscaper (QWEL) Professionals may meet the above qualifications. To find a ReScape Qualified Professional, customers may visit https://rescape.memberclicks.net/directory. To find a QWEL Professional, customers may visit https://www.qwel.net/.

2) **Residential Customer Efficiency Turf Replacement Rebate Program**

What is the Residential Customer Efficiency Turf Replacement Rebate Program?
The Residential Customer Efficiency Turf Replacement Rebate Program includes reimbursement to water providers for paying customers to remove turf grass in residential landscapes (backyards and front yards). An in person, virtual or desktop customer water use survey is required to estimate square footage of landscape to be replaced. Water providers with existing or new Turf Replacement Rebate programs will follow their agency's rules and guidelines for turf replacement. A regional customer application template will not be provided for this program as with the Irrigation Efficiencies Rebates Program.

Funding available through this Program and minimum number of rebates by participating water provider is below in Table 3. Minimum number of rebates is the amount of total funding per participating water provider divided by the maximum rebate amount allowed ($500) per customer to provide a goal to reach if a participating water provider will use all the funding provided. A participating water provider does not need to use all available funding but cannot offer more than the maximum rebate per customer/meter/property.

Table 3 Turf Replacement Program Funding and Rebates

Provider	Turf Removal Total	Minimum # of Required Turf Rebates
SJWD	$11,733	23
EID		
Sacramento	$33,245	66
Roseville		
Folsom		
OVWC	$10,899	22
Cal Am	$19,748	39
FOWD		
SSWD		
Golden State	$12,778	26
PCWA	$17,118	34
Carmichael WD		
SCWA	$19,478	39
	$125,000	**250**

3) **Residential Customer Water Loss Rebate Program**

What is the Residential Customer Water Loss Rebate Program?
The Residential Customer Water Loss Rebate Program includes reimbursement to water providers for finding and fixing customer indoor and outdoor leaks. An in person, virtual or desktop customer water use survey is required to identify potential leaks. Water providers with existing or new Water Loss Rebate Programs will follow their agency's rules and guidelines. A

regional customer application template will not be provided for this program as with the Irrigation Efficiencies Rebates Program.

Funding available through this Program and minimum number of rebates by participating water provider is below. Minimum number of rebates is the amount of total funding per participating water provider divided by the maximum rebate amount allowed ($2,000) per customer to provide a goal to reach if a participating water provider will use all the funding provided. A participating water provider does not need to use all available funding but cannot offer more than the maximum rebate per customer/meter/property.

Table4 Residential Customer Water Loss Rebates Funding and Rebates

Supplier	Customer Water Loss Total	Minimum # of Required Rebates
SJWD		
EID		
Sacramento	$59,127	30
Roseville	$30,799	15
Folsom		
OVWC	$21,514	11
Cal Am		
FOWD		
SSWD	$32,748	16
Golden State	$24,676	12
PCWA	$31,981	16
Carmichael WD	$23,201	12
SCWA	$35,953	18
Total	**$260,000**	**130**

What water loss activities does this rebate cover?
The rebate covers two types of activities: 1) Leak Detection and Repair and 2) Water Wise House Calls that include finding leaks. The leak detection and repair option is when a water provider has identified a potential leak through meter data and sends a staff member or consultant to find and repair the leak directly in the customer's home. This option is modeled after the Leak Free Sacramento Program (for more information: https://www.cityofsacramento.org/-/media/Corporate/Files/DOU/Conservation/Leak-Free/Leak-Free-Customer-Application.pdf?la=en). The Water Wise House Calls option is when a water provider staff member or consultant meets with a customer (either virtually or in person) to survey the customer's home for opportunities to save water. To receive water loss rebate funds for this option, a provider must include leak detection as part of the customer survey, must identify a leak(s), and must provide the customer with information on how to fix the leak(s). Additionally, providers must use meter data to confirm the leak has been fixed (Examples: show continuous flow for the account has stopped, follow up phone call with customer to verify fix, and/or visit property to confirm leak has been fixed). This rebate includes leaks indoors and outdoors.

General Rebate Process (applies to all 3 rebate programs)

1. Customer submits completed application to their water provider.

2. Application is received, rebate funds are confirmed, and the water provider contacts and schedules a customer water use survey.
3. The on-site, virtual or desktop customer water use survey is completed. Both the applicant/customer and the water provider must approve the customer water use survey.
4. Customer receives a list of water provider/consultant-recommended irrigation efficiency upgrades, turf replacement guidance and/or water loss repairs. All recommended upgrades, guidance, and repairs must be eligible for reimbursement as outline above for each rebate program.
5. Customer purchases and installs recommended activities and equipment.
6. Customer submits receipts to water provider.
7. Once approved by water provider, a rebate or bill credit will be issued by the water provider to the customer.
8. Water provider will submit rebate reporting data and invoices for reimbursement to RWA on a quarterly basis as outlined below.

   Note: Some supplier programs purchase and install water savings equipment and services directly to the customer. In this case, there will be no customer receipt submission. Supplier will directly invoice RWA for expenses with similar documentation.

What is required of the customer to receive the rebate?

- Fill out rebate application and submit to water provider.
- Schedule and complete a customer water use survey administered by water provider or consultant.
- Purchase irrigation efficiencies, turf replacement, and/or water loss repair/replacement equipment/materials/upgrades specifically recommended on the customer water use survey
- Install recommended irrigation efficiencies/turf replacement and/or water loss repair/replacement equipment/materials/upgrades.
- Submit recommended purchase to water provider.

What is required from the water provider or consultant to receive reimbursement for the rebate?

- Outreach to the water provider's customers about the rebate program through bill inserts, website, phone "on hold" messages, newsletters, etc.
- Receive and process customer application.
- Schedule and complete customer water use survey.
- Collect customer receipts and retain all documentation from Project in case of audit from DWR.
- If customer is approved, issue rebate check or account credit to customer.
- Complete reporting requirements provided below by rebate program and submit to RWA according to the schedule provided below in this document.

How will customer outreach be handled by each water provider?

Rebate program outreach is the responsibility of each water provider. Water provider shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Water provider's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure

Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The water provider shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph. The above quoted phrase and images must be present on all outreach materials including websites.

Reporting Requirements

Each participating water provider needs to complete a customer water use survey (this may be conducted in person, electronically/desktop, or virtually). The water use survey components will be determined by each participating water provider but should be in line with industry standards. As part of the customer water use survey, the water provider must provide the customer with a list of recommended upgrades/guidance/repairs that are appropriate for the site and that are eligible to receive rebate money through this grant.

The water provider also needs to complete the Prop 1 Round 1 RWEP Data Collection Worksheet, which contains three tabs: Irrigation Efficiencies (Table B), Turf Replacement (Table C) and Water Loss (Table D). DWR has requested the number of items rebated be included in the spreadsheet. For example, if the customer purchased 50 sprinkler heads, enter that data in the reporting spreadsheet. Table A will need to be filled out for every customer participating in any of the three rebate programs. If a customer participates in multiple rebate programs, Table A will need to be filled out for each rebate program.

Table A – Customer Data – This information is requested for all the incentives.

Customer Name	Name of customer receiving survey & incentives
Address	Site Address - physical property location not the mailing address.
Street Name	Street Name
City	City
Zip	Zip Code

Table B – Irrigation Efficiencies

Application ID	Application number (provider provided tracking number)
Application Date	Date application approved
Controller (#)	Number of controllers rebated to customer
Controller ($)	Amount rebated for SWAT-tested/WaterSense Controller
Pressure Regulator Equipment (#)	Number of pressure regulator equipment rebated to customer
Pressure Regulator Equipment ($)	Amount rebated for pressure regulator equipment
Drip or Low Volume Equipment (#)	Number of drip or low volume equipment rebated to customer
Drip or Low Volume Equipment ($)	Amount rebated for drip or low volume equipment
Sprinkler Heads or Nozzles (#)	Number of sprinkler heads or nozzles rebated to customer
Sprinkler Heads or Nozzles ($)	Amount rebated for sprinkler heads or nozzles
Pipe & Pipe Fittings (#)	Number of pipe and pipe fittings rebated to customers
Pipe & Pipe Fittings ($)	Amount rebated for pipe & pipe fittings
Installation ($)	Total amount of installation cost rebated
Total Amount Customer Spent on Project	Total amount customer spent on project
Total Amount Paid to Customer ($)	Total amount paid to the customer/Rebate amount

Controller Manufacturer	Manufacturer of Irrigation Controller
Controller Model	Model of Irrigation Controller

Table C – Turf Replacement

Application ID	Application number (provider provided tracking number)
Application Date	Date application approved
Installation ($)	Cost of installation
Turf Replaced Area in sq ft (#)	Area of turf removed
Turf Rebate Amount ($)	Total amount paid to customer/Rebate amount
Total Amount Customer Spent	Total amount customer spent on project

Table D – Water Loss

Application ID	Application number (provider provided tracking number)
Application Date	Date application approved
Installation ($)	Cost of installation
Water Loss Rebate Amount ($)	Total amount paid to customer/Rebate amount
Total Amount Customer Spent	Total amount customer spent on project
Number of Kitchen Leaks Identified	Number of kitchen leaks identified
Number of Bathroom Leaks Identified	Number of bathroom leaks identified
Number of Outdoor Leaks Identified	Number of outdoor leaks identified
Number of Other Leaks Identified	Number of other leaks identified
Repairs and Installations	Type and number of repairs/installations made to fix identified leaks

The above information will be used by RWA to invoice the Department of Water Resources on a quarterly basis and provide Program participants with updates. Table E displays the reporting schedule. Water providers must submit data to the RWA by the deadlines provided below.

Table E – Reporting Schedule

Quarter 1	Quarter 2	Quarter 3	Quarter 4
4/1/2021	7/1/2021	10/1/2021	1/1/2022
4/1/2022	7/1/2022	10/1/2022	1/1/2023
4/1/2023	7/1/2023	10/1/2023	1/1/2024

Attachment A

EXAMPLE OF ITEMIZED EQUIPMENT AND LABOR INVOICE

INVOICE

PC Landscaping



Date: August 4, 2015
Invoice # [100]

PC Landscaping]
1536 Grimm St
Storybrook, CA 9432
619-222-6425
Fax 619-999-6425
NBates@PCLandscape.com

TO

Steve Reeves
4536 Nursery Ln.
Storybrook, CA 94545
619-464-4663
Customer ID Reeves

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
N. Bates	Irrigation Upgrades	Due on receipt	2/30/13

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
5	Rotary Spray Nozzle - R-13 Rainbird Full Circle	3.98	19.90
1	Controller - PCC 1200 Hunter - 12 Station	142.99	142.99
1	Solar Sync - Hunter Solar Sync - ET Sensor	67.88	67.88
1	Drip Latteral Line - Dig 1/4 " Polyethylene Tubing (100 ft)	3.85	3.85
30	Drip Emitter - Rainbird XB 10 PC	.32	9.60
2	Labor - Norman Bates 2 hours	75.00	150.00
		SUBTOTAL	394.22
		SALES TAX	19.54
		TOTAL	413.76

Make all checks payable to PC Landscaping

Thank you for your business!

Attachment B

Residential Customer Efficiency Irrigation Rebate Program Application Template

Regional Water Authority
Irrigation Rebate Program

Instructions: Completely fill in Sections 1-7 of the application and submit to water provider.

1. Name and Address:

2. Application Date:

Applicant Name (Rebate Check/Credit Payable To)

Mailing Address

City | State | Zip

Company Name (if different than Applicant Name)

Daytime Phone No. | Email

Site Name and Site Address (Same as above, check here) ☐

City | State | Zip

Water Account Number | Site Assessor's Parcel Number (APN)*

*APN can be found online by County. Sacramento County: assessorparcelviewer.saccounty.net/, Placer County: lis.placer.ca.gov/gis.asp and El Dorado County: https://parcel.edcgov.us/

3. Who is your water provider? (See list of participating water providers below.)

Participating Water Providers:

- Carmichael Water District
- City of Folsom
- City of Sacramento
- City of Roseville
- El Dorado Irrigation District
- Fair Oaks Water District
- Golden State Water Company
- Orange Vale Water Company
- Placer County Water Agency
- Sacramento Suburban Water District
- San Juan Water District

4. Which of the following best describes your property? (Please circle one)

Single Family Residential Multi-Family Residential

5. Terms and Conditions

1. The applicant applying for the rebate must be a water service customer of one of the above participating water providers and the site where the equipment is to be installed must receive water service from one of the those providers.
2. The site must currently be metered and have a minimum of 12 months of metered usage data.
3. Rebates are only available to improve existing in-ground irrigation systems and/or automatic timers. New irrigation system installations are not eligible.
4. The maximum rebate for irrigation system efficiency upgrades is $500 per residential meter. Rebate may include materials and labor (installation) costs. Material cost per unit must not exceed manufacturer's suggested retail price. Installation is the sole responsibility of the applicant. However the applicant can choose to hire a licensed (State of California C27, D12, or C36 license) landscape contractor. To confirm that a contractor holds a valid license visit www.cslb.ca.gov.

Installation costs from a licensed landscape contractor can be reimbursed through this Program for up to $150 per residential meter for a total rebate not to exceed above limits of $500. In order to receive reimbursement for installation costs, a detailed invoice from a licensed landscape contractor with itemized material and labor costs must be submitted to the water provider. Self installation by a residential or CII property owner/staff may not receive reimbursement for installation costs.

5. Rebates may be given for water efficient equipment and labor for installation of water efficient equipment. Incidental supplies such as couplings, wiring, electrical tape, etc. are excluded from rebate funding. Participants are eligible for one rebate per meter.
6. Eligible irrigation equipment upgrades include equipment that improves irrigation efficiency as determined by the staff of the applicant's water provider. Itemized receipts and/or invoices are required. Upgrades may include:
    a) Matched precipitation rate sprinkler heads equipped with pressure reducing devices or check valves: to standardize all equipment within systems.
    b) Drip irrigation equipment: converting existing non-turf area spray equipment to low volume drip. Note: Microspray systems do not meet the terms of the Program. Drip systems must be separated from overhead spray heads with an independent valve.
    c) Convert standard spray type nozzles to low precipitation, high distribution uniformity or multistream nozzles.
    d) Pressure regulation equipment for irrigation system.
    e) Smart Irrigation Controllers or related equipment that upgrades standard irrigation timers to smart timers (i.e., rain sensor, moisture sensors, weather stations etc.).
7. Any project that is started before the customer water use survey is performed is not eligible for a rebate.
8. All applications for rebates under the RWA Irrigation Efficiency Rebate Program must be submitted by applicants no later than October 31, 2023.
9. Rebate program is subject to available funding. Rebates will be distributed on a first-come, first-served basis until funding is depleted. Submission of an application does not guarantee a rebate.
10. Applicant must be in "good" standing with their water provider. Applicant should contact their water provider if they are unsure of their current standing.
11. Water providers are entitled to fully review all reported labor and materials costs and reserve the right to deny reimbursement to any applicant for extraneous costs.

6. Instructions

1. Submit a completed application to your water provider. Once the application has been received and rebate funds have been identified, a water provider representative will contact you to schedule a customer water use survey, which includes an audit of your outdoor irrigation system (may be done virtually).
2. Once the customer water use survey has been completed, the water provider will provide you with a list of the irrigation efficiency upgrade equipment/materials that are approved for purchase and eligible for a rebate. Both you and the water provider's representative approve the customer water use survey form.
3. The purchase and installation of all approved equipment must be completed within 120 days from the date of the customer water use survey form.
4. You must provide the customer water use survey form and original receipts to the water provider. Submission of the receipts and form are required to be eligible for a rebate under this Program. If a contractor purchased the materials, you must request a detailed invoice showing separate line-items for materials and labor.
5. A rebate will be issued by your water provider within 90 days from the application date. In most cases, rebate checks will be made payable to the applicant and mailed to the address provided on the application. However, some providers may issue rebate credits on eligible customers' water service accounts.

7. Agreement

I irrevocably authorize the water provider, or anyone authorized/designated by the water provider, to use or reproduce any and all photographs which have been taken of my landscape as part of the Irrigation Efficiency Rebate Program by the water provider or the water provider's authorized agent(s) for any purpose determined by the water provider without compensation or further notice to me.

I have read and understand the program information as stated in the attached application materials including Program Terms and Conditions in Section 5 and Instructions in Section 6 of this application. I understand that by signing below, I agree to allow an official from my water provider to verify the installation of the equipment at said property. I agree to indemnify and hold the Regional Water Authority, my water provider, and their respective directors, officers, employees and agents, harmless from any and all liability or claims for damage, including any attorneys' fees and costs, connected to or in any way arising from the Irrigation Efficiency Rebate Program, the inspection of the premises to verify proper installation, and any other activity related to this program.

AUTHORIZED SIGNATURE AND TITLE (IF APPLICANT IS A BUSINESS) DATE

EXHIBIT 4

REGIONAL WATER AUTHORITY

ADVANCING WATER EFFICIENCY IN THE SACRAMENTO REGION

ESTIMATED BENEFITS

Provider	Irrigation Efficiency Totals	Minimum # of Required IE Rebates	Turf Removal Total	Minimum # of Required Turf Rebates	Customer Water Loss Total	Minimum # of Required WL Rebates
SJWD	$37,203	74	$11,733	23		
EID	$58,011	116				
Sacramento	$126,620	253	$33,245	66	$59,127	30
Roseville	$56,666	113			$30,799	15
Folsom	$42,870	86				
OVWC	$33,739	67	$10,899	22	$21,514	11
Cal American			$19,748	39		
FOWD	$39,371	79				
SSWD	$61,481	123			$32,748	16
Golden State WC	$41,547	83	$12,778	26	$24,676	12
PCWA	$59,586	119	$17,118	34	$31,981	16
Carmichael WD	$37,905	76			$23,201	12
SCWA			$19,478	39	$35,953	18
	$595,000	**1,190**	**$125,000**	**250**	**$260,000**	**130**

ORDINANCE NO. 6534

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2022-23, is hereby amended as listed on the attached budget adjustment for Regional Water Authority Grant Funds.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Bobby Alvarez, Water Conservation Administrator
FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Nancy Rothlisberger, Sr. EU Business Analyst
COUNCIL DATE (if applicable): 7/20/2022
DEPARTMENT/DIVISION: EU/Water
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	5265	84001	700039	87,598	Establish budget for program rebates for new Water Efficiency programs related to RWA grant
			TOTAL	87,598	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	4410	84001	700039	87,598	Establish State grants for reimbursements from RWA for new Water Efficiency programs
			TOTAL	87,598	

NET ADJUSTMENT	-	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

Justification for Budget Adjustment:

The City was granted $87,598 from the Regional Water Authority (RWA) via the California Department of Water Resources. EU's Water Efficiency group will use this funding to create two new residential rebate programs to promote water savings: the Water Loss Prevention Rebate and the Irrigation Efficiency Upgrade Rebate.
This $87,598 budget adjustment will fund project 700039 - RWA Grant - Advancing Water Efficiency in the Sacramento Region in the Water Operations Fund (6101). There is no impact to Water Operations Fund Balance since all costs will be reimbursed by RWA.

REQUIRED APPROVALS:

Richard D. Pasternoy 6/28/22

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY DATE

Revised: June 24, 2019

COUNCIL COMMUNICATION

CC #: 2221
File #: 0400-02 & 0800-06

Title: Second Reading - Zoning Ordinance Update
Contact: Escarlet Mar 916-774-5247 emar@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.19.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6538 AMENDING SECTIONS 19.08.030, 19.08.080 AND 19.080.090 OF CHAPTER 19.08 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING USE TYPE CLASSIFICATIONS, AMENDING SECTIONS 19.10.020, 19.10.030 AND 19.10.045 OF CHAPTER 19.10 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING RESIDENTIAL ZONES, AMENDING SECTION 19.12.020 OF CHAPTER 19.12 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMERCIAL ZONES, AMENDING SECTION 19.22.030 OF CHAPTER 19.22 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ACCESSORY USES AND STRUCTURES, AMENDING SECTIONS 19.26.030 AND 19.26.040 OF CHAPTER 19.26 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING OFF-STREET PARKING AND LOADING, AMENDING SECTION 19.28.060 OF CHAPTER 19.28 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING RESIDENTIAL DENSITY BONUS, AMENDING SECTION 19.34.020 OF CHAPTER 19.34 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ANTENNAS AND COMMUNICATIONS FACILLITIES, AMENDING SECTION 19.38.030 OF CHAPTER 19.38 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING EMERGENCY SHELTER, AMENDING SECTION 19.46.020 AND DELETING SECTIONS 19.46.030, AND 19.46.040 OF CHAPTER 19.46 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING LARGE FAMILIY DAY CARE, ADDING CHAPTER 19.47 OF TITLE 19 REGARDING LOW-BARRIER NAVIGATION CENTERS, AMENDING SECTION 19.52.020 OF CHAPTER 19.52 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING OUTDOOR RESTAURANT SEATING, AMENDING SECTION 19.61.030 OF CHAPTER 19.61 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SIGNIFICANT BUILDINGS, DELETING SECTION 19.76.140 AND AMENDING SECTION 19.76.210 OF CHAPTER 19.76 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING APPLICATION PROCESSING PROCEDURES, AMENDING SECTION 19.78.070 AND ADDING SECTION 19.78.080 OF CHAPTER 19.78 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC REVIEW PROVISIONS AND APPROVAL STANDARDS, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

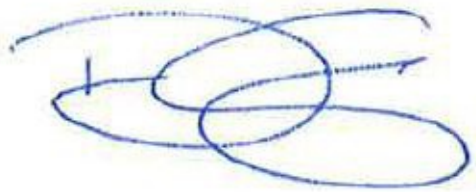
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Escarlet Mar, Associate Planner

Mike Isom, Development Services Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6538

ORDINANCE NO. 6538

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 19.08.030, 19.08.080 AND 19.080.090 OF CHAPTER 19.08 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING USE TYPE CLASSIFICATIONS, AMENDING SECTIONS 19.10.020, 19.10.030 AND 19.10.045 OF CHAPTER 19.10 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING RESIDENTIAL ZONES, AMENDING SECTION 19.12.020 OF CHAPTER 19.12 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMERCIAL ZONES, AMENDING SECTION 19.22.030 OF CHAPTER 19.22 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ACCESSORY USES AND STRUCTURES, AMENDING SECTIONS 19.26.030 AND 19.26.040 OF CHAPTER 19.26 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING OFF-STREET PARKING AND LOADING, AMENDING SECTION 19.28.060 OF CHAPTER 19.28 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING RESIDENTIAL DENSITY BONUS, AMENDING SECTION 19.34.020 OF CHAPTER 19.34 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ANTENNAS AND COMMUNICATIONS FACILLITIES, AMENDING SECTION 19.38.030 OF CHAPTER 19.38 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING EMERGENCY SHELTER, AMENDING SECTION 19.46.020 AND DELETING SECTIONS 19.46.030, AND 19.46.040 OF CHAPTER 19.46 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING LARGE FAMILIY DAY CARE, ADDING CHAPTER 19.47 OF TITLE 19 REGARDING LOW-BARRIER NAVIGATION CENTERS, AMENDING SECTION 19.52.020 OF CHAPTER 19.52 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING OUTDOOR RESTAURANT SEATING, AMENDING SECTION 19.61.030 OF CHAPTER 19.61 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SIGNIFICANT BUILDINGS, DELETING SECTION 19.76.140 AND AMENDING SECTION 19.76.210 OF CHAPTER 19.76 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING APPLICATION PROCESSING PROCEDURES, AMENDING SECTION 19.78.070 AND ADDING SECTION 19.78.080 OF CHAPTER 19.78 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC REVIEW PROVISIONS AND APPROVAL STANDARDS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 19.08.030 of Chapter 19.08 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

A. Agricultural and Open Space Use Types.
Agricultural
Animal Keeping
Resource Protection and Restoration
Resource Related Recreation

B. Civic Use Types.
Community Assembly
Community Services
Essential Services

Hospital Services
General Hospital Services
Psychiatric Hospital Services
Intensive Public Facilities
Libraries and Museums, Private
Power Generating Facilities
Public Parking Services
Schools
College and University
Public Elementary and Secondary
Private Elementary and Secondary
Social Services
Emergency Shelter
Food Distribution
Food Service

C. Residential Use Types.

Accessory Dwelling Units
Caretaker/Employee Housing
Community Care Facility, Small
Community Care Facility, Large
Dwelling
Multi-Family
Single-Family
Two-Family
Efficiency Units
Family Day Care Homes, Small
Family Day Care Homes, Large
Live/Work
Mobile Home Park
Rooming and Boarding Houses Short-Term Rental
Single Room Occupant
Supportive Housing
Transitional Housing

D. Commercial Use Types
Adult Oriented Business
Animal Sales and Service
Grooming and Pet Stores
Kennels
Veterinary Clinic
Veterinary Hospital
Automotive and Equipment
Automotive Body and Equipment Repair
Automotive Rentals
Automotive Repairs
Automotive Sales
Car Wash and Detailing

- Commercial Parking
- Gasoline Sales
- Heavy Equipment Rental and Sales
- Banks and Financial Services
- Bars and Drinking Places
- Broadcasting and Recording Studios
- Building Material Stores
- Business Support Services
- Commercial Recreation
  - Amusement Center
  - Indoor Entertainment
  - Indoor Sports and Recreation
  - Large Amusement Complexes
  - Outdoor Entertainment
  - Outdoor Sports and Recreation
  - Residential Recreation Facilities
- Community Care Facility
- Day Care Centers
- Eating and Drinking Establishments
  - Convenience
  - Fast Food with Drive-Through
  - Full Service
- Food and Beverage Retail Sales
- Funeral and Interment Services
- Lodging Services
- Long Term Care Facility, Small
- Long Term Care Facility, Large
- Maintenance and Repair
- Medical Services
  - General
  - Low Traffic Generating
  - Medical Campus/Medical Office Building
- Neighborhood Commercial
- Nightclubs
- Nursery, Retail
- Offices, Professional
- Personal Services
- Retail Sales and Services
- Single Room Occupant
- Specialized Education and Training
  - Specialty Schools
  - Vocational Schools
- Storage, Personal Storage Facility

E. Industrial Use Types

- Day Care Center, Secondary (employees only)
- Equipment and Materials Storage Yards

General Industrial
Hazardous Materials Handling
Impound Yards
Laundries, Commercial
Light Manufacturing
Printing and Publishing
Recycling, Scrap and Dismantling
    Enclosed
    Unenclosed
Research Services
Specialized Industrial
Wholesale and Distribution
    Heavy
    Light

F. Transportation and Communications Use Types

Antennas and Communications Facilities
    Developed Lot
    Undeveloped Lot
Heliport
Intermodal Facilities

SECTION 2. Section 19.08.080 of Chapter 19.08 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.08.080 Residential use types.

Residential use types include the occupancy of living accommodations on a wholly or primarily non-transient basis and includes uses which are typically associated with and provide support to residential areas, but exclude institutional living arrangements providing 24-hour skilled nursing or medical care and those providing forced residence, such as asylums and prisons. Transitional housing and supportive housing are considered residential uses. Specific residential use types referred to in this title are:

A. Accessory Dwelling Unit/Junior Accessory Dwelling Unit. An accessory dwelling unit shall be as defined by Government Code Section 65852.2, as it now exists or may hereafter be amended, and means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons. The unit shall be located on a permanent foundation, have an independent exterior access, and shall include permanent provisions or infrastructure to support permanent provisions (such as stubbing gas, water or sewer lines) for living, sleeping, eating, cooking, and sanitation on the same parcel as where a single-family, two-family or multi-family dwelling unit is situated or proposed to be situated. Accessory dwelling units can also include efficiency units, as defined in Section 17958.1 of the Health and Safety Code, manufactured homes, as defined in Section 18007 of the Health and Safety Code, second dwelling units, granny flats, in-law quarters, carriage units, and tiny houses as long as such units otherwise meet this definition. A junior accessory dwelling unit shall be as defined by Government Code Section 65852.22, as it now exists or may hereafter be amended, and means a unit that is no more than 500 square feet in size and contained entirely within a single-family dwelling. A junior accessory dwelling unit may include

separate sanitation facilities, or may share sanitation facilities with the existing structure. (Also see Chapter 19.60.)

B. Caretaker/employee housing, includes permanent or temporary housing that is secondary or accessory to the primary use of the property. Such housing is used for caretakers employed on the site of a non-residential use where a caretaker is needed for security or to provide 24-hour care or monitoring of facilities, equipment, or other conditions on the site.

C. Community Care Facility, Small. A dwelling where non-medical care is provided to six or fewer persons on a 24-hour basis. Small community care facilities shall be licensed by the State Department of Social Services.

D. Community Care Facility, Large. A dwelling where non-medical care is provided to no less than seven and no more than 12 persons on a 24-hour basis and which is operated and occupied by the owners. Large community care facilities shall be licensed by the State Department of Social Services, shall permit no more than two persons per bedroom and shall be designed so as to be compatible with the residential character of the neighborhood.

E. Efficiency units, includes a room or group of internally connected rooms that have independent sleeping, cooking, eating and sanitation facilities, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis.

F. Dwelling, includes a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Types of dwellings include single-family dwellings, duplexes, accessory dwelling units, multi-family dwellings, mobile homes, condominiums, and townhouses, all of which are separately defined.

1. Multi-family, includes a building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit, which may be owned individually or by a single landlord. Includes apartments, condominiums, rowhouses, triplexes and fourplexes.

2. Single-family, includes an attached or detached building designed exclusively for occupancy by one family. Includes houses, half-plexes and townhomes.

3. Two-family, includes a duplex, or other buildings designed for occupancy by two families living independently of each other, where both dwellings are located on a single lot.

G. Family day care homes, small, includes a dwelling unit where providers dwell in that provides care, protection and supervision for eight (8) or fewer children, including children under 10 years of age who reside at the home, for periods of less than 24 hours or as otherwise provided by state law.

H. Family day care homes, large, includes a dwelling unit where providers dwell in that provides care, protection and supervision for seven (7) to 14 children, inclusive, including children under 10 years of age who reside at the home, as set forth in Section 1597.465 of the Health and Safety Code, as may be amended from time to time. (Also see Chapter 19.46.)

I. Live/work, includes units that are occupied by business operators who live in the same structure that contains commercial activity. The units functions primarily as a workspace with incidental residential accommodations.

J. Low-Barrier Navigation Centers, means a "Housing First", low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living

facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. (Also see Chapter 19.47.)

K. Mobile home park, includes any site that is planned and improved to accommodate two or more mobile homes used for residential purposes, or on which two or more mobile home lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobile homes used for residential purposes. (Also see Chapter 19.48.)

L. Rooming and boarding houses, includes the renting of individual bedrooms within a dwelling by a property owner or other manager in residence to three or more people, whether or not meals are provided; or a single-family dwelling occupied by six or more unrelated people, living together as a single housekeeping unit; by prearrangement for definite periods greater than 30 calendar days, with compensation (typically monetary compensation).

M. Short-Term Rental. As defined in Chapter 4.25 (Short-Term Rentals), any single-family dwelling unit located in a residential or commercial zone that is rented in whole or in part on a short-term basis, which is 30 calendar days or less.

N. Single Room Occupant. Lodging establishments providing a room(s) which does not include a kitchen or bathroom. These establishments include a communal bathroom and may have a communal kitchen and/or living area. This is not a temporary or transitional housing type and is typically found on the second story above a retail use.

O. Supportive Housing. Housing with no limit on length of stay, that is occupied by the target population as defined in Health and Safety Code Section 53260(d), and that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community. (California Health and Safety Section 50675.14(b).)

1. Target Population. Adults with low-income having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people. (California Health and Safety Section 53260(d).)

P. Transitional Housing and Transitional Housing Development. Buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. (California Health and Safety Section 50675.2(h).)

SECTION 3. Section 19.08.090 of Chapter 19.08 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.08.090 Commercial use types.

Commercial use types include the distribution, sale and rental of goods, and the provision of services other than those classified as civic or industrial use types. Specific commercial use types referred to in this title are:

A. Adult-oriented businesses, include those uses specifically referred to in Chapters 9.11 and 19.32 of this Code and include any adult arcade, adult bookstore, adult cabaret, adult hotel/motel, adult motion picture theater, adult theater or modeling studio defined therein. Any reference in this Code to "adult business establishment" shall mean adult- oriented business, as provided herein.

B. Animal sales and services, includes establishments primarily engaged in animal- related sales and services. The following are animal sales and services use types:

1. Grooming and pet stores, includes grooming or selling of dogs, cats, and similar small animals with limited indoor boarding. Typical uses include dog bathing and clipping salons, pet grooming shops, and pet stores.

2. Kennels, includes indoor and outdoor kennel services for dogs, cats, and similar small animals. Typical uses include boarding kennels, pet hotels, and dog training centers.

3. Veterinary clinic, includes a fully enclosed veterinary facility containing only enough cage arrangements as necessary to provide services for small animals requiring acute medical or surgical care, as well as boarding and grooming.

4. Veterinary hospital, includes a veterinary facility conducted in an enclosed building and an outdoor space which provides long-term medical care, boarding and grooming.

C. Automotive and equipment, includes establishments primarily engaged in automotive-related or heavy equipment sales or services. The following are automotive and equipment use types:

1. Automotive body and equipment repair, includes automobile body repair and painting; repair of equipment such as aircraft, boats, recreational vehicles, and trucks; and the installation and servicing of tractor-trailer, semi-trucks and heavy construction equipment.

2. Automotive rentals, includes rental from the premises of automobiles, light trucks, and recreational vehicles. Typical uses include car rental agencies.

3. Automotive repairs, includes repair of automobiles and the sale, installation, and servicing of automobile equipment and parts completely within an enclosed building, but excluding body repair and painting. Typical uses include muffler shops, automobile repair garages, automobile glass shops, and minor services including oil change, tuneup/lube shops, tire installation, and stereo and car accessory installation.

4. Automotive sales, includes the sale, retail or wholesale, of automobiles, light trucks, boats, recreational vehicles, motorcycles, motor homes, and trailers together with associated enclosed repair services and parts sales, but excluding body repair and painting. Typical uses include automobile dealers and recreational vehicle sales agencies.

5. Car wash and detailing, includes washing and polishing of automobiles. Typical uses include automobile detailing services and car washes.

6. Commercial parking, includes parking of operable motor vehicles on a temporary basis within a privately owned off-street parking area with or without a fee. Typical uses include commercial parking lots and garages.

7. Heavy equipment rental and sales, includes rental and sales of heavy equipment such as aircraft, trucks, tractor-trailer, semi-trucks and heavy construction equipment.

8. Gasoline sales, includes establishments primarily engaged in the retail sale, from the premises, of petroleum products with the incidental sale of tires, batteries, and replacement items, lubricating services, minor repair services and may include drive through car washes, convenience eating places and neighborhood commercial. Typical uses include automobile service stations, filling stations and neighborhood commercial uses with gas sales.

D. Banks and financial services, includes financial institutions including: banks and trust companies; lending and thrift institutions, credit agencies; brokers and dealers in securities and commodity contracts; security and commodity exchanges; holding, (but not predominantly operating) companies; and other investment companies; vehicle finance leasing agencies. Automated teller machines (ATMs) located away from banks are included under the definition of "personal services."

E. Bars and drinking places, includes establishments within a building where alcoholic beverages are sold for on-site consumption, that are not part of a restaurant. Includes bars, taverns, pubs, brew pubs, wine bars and similar establishments where any food service is subordinate to the sale of alcoholic beverages. Dance floors are not permitted.

F. Broadcasting and recording studios, includes commercial and public communications uses including telegraph, telephone, radio and television broadcasting and receiving stations and studios, and television production and sound recording studios, with facilities entirely within buildings. Private transmission and receiving apparatus, such as towers, reflectors and antennas are included under the definition of "antennas, communications facilities."

G. Building material stores, includes retail establishments selling lumber (which may include the cutting of precut lumber) and other large building materials, and also including paint, wallpaper, glass, fixtures, nursery stock, lawn and garden supplies (which may also be sold in hardware stores, included under the definition of "retail sales and services"). Includes all such stores selling to the general public, even if contractor sales account for a larger proportion of total sales.

H. Business support services, includes establishments within buildings, providing other businesses with services including maintenance, repair and service, testing, rental, etc., also includes:

1. Blueprinting;
2. Business equipment repair services (except vehicle repair, see "Automotive repair");
3. Commercial art and design (production);
4. Computer-related services (rental, repair, maintenance);
5. Equipment rental businesses within buildings;
6. Film processing laboratories;
7. Mail advertising services (reproduction and shipping);
8. Outdoor advertising services;
9. Photocopying; and
10. Photo-finishing.

I. Commercial recreation, includes establishments primarily engaged in the provision of sports, entertainment, or recreation for participants or spectators. The following are commercial recreation use types:

1. Amusement center, includes public places of amusement or public places of business in which four or more coin-operated amusement devices are installed and includes any place open to the public, whether or not the primary use of the premises is devoted to the operation of such devices.

2. Indoor entertainment, includes predominantly spectator uses conducted within an enclosed building, excluding uses classified under adult oriented businesses. (See Chapter 19.32.) Typical uses include motion picture theaters, and live theater.

3. Indoor sports and recreation, includes predominantly participant sports and health activities conducted within an enclosed building. Typical uses include bowling alleys,

billiard parlors, ice and roller skating rinks, indoor racquetball courts, soccer arenas, athletic clubs, and health clubs.

4. Outdoor entertainment, includes predominantly spectator uses conducted in open or partially enclosed or screened facilities. Typical uses include outdoor amphitheaters, concert halls and sports arenas, BMX tracks, racing facilities, drive in theaters, and zoos.

5. Outdoor sports and recreation, includes predominantly participant sports conducted in open or partially enclosed or screened facilities. Typical uses include amusement parks, driving ranges, miniature golf courses, golf courses, swimming pools, and tennis courts.

6. Residential recreation facilities, includes predominantly participant sports which are normally associated with a country club, or private residential community. Typical uses include country clubs, racquet clubs, golf courses, swimming pools, tennis courts, and other secondary uses including restaurants, and retail sales.

7. Large amusement complexes, includes a theme park or similar complex open to the public which exceeds 100,000 square feet and which:

a. Includes outdoor amusement attractions such as mechanized or carnival- type rides or water slides; and

b. Meets any two of the following three criteria:

i. The complex has a maximum daily capacity of more than 500 users per day,

ii. The complex is required to provide off-street parking for more than 200 vehicles, or

iii. The complex operates during any part of the year during the hours after 6:00 p.m. This does not apply to publicly owned or operated parks or facilities.

J. Community care facility, includes any facility serving as a residence where non-medical care is provided on a 24-hour basis with central or private kitchen facilities, dining, recreational and other facilities. Typical uses include assisted living facilities and facilities licensed by the State Department of Social Services. Does not include long term care facilities.

K. Day care centers, includes commercial or non-profit facilities that provide care, protection and supervision of 13 or more minor children or adults in need of assistance for periods of less than 24 hours per day, typically while parents or family are working, and/or before or after daily attendance at an elementary school, as defined by Chapter 3.6 of the Health and Safety Code, commencing with Section 1597.30 includes preschools.

L. Eating and drinking establishments, includes establishments primarily engaged in the sale of prepared food and beverages for on-premises consumption, but excludes those uses classified under "bars and drinking places" and "nightclubs." An eating and drinking establishment that provides amplified live or recorded music and that provides space(s) for dancing or hold public dances under Municipal Code Chapter 9.45 shall be considered a nightclub per subsection T of this section. Eating and drinking establishment use types include:

1. Fast food with drive-through, includes establishments primarily engaged in the preparation and retail sale of food and beverages at a walk up counter and at a drive through window, and may include seating.

2. Convenience, includes establishments primarily engaged in the preparation and retail sale of food and beverages, at a walk up counter and which does not include a drive through or provide for ordering at the tables, if any. Typical uses include pizza parlors, ice cream parlors, and sandwich shops.

3. Full service, includes establishments primarily engaged in the preparation and retail sale of food and beverages, where food is ordered and served at a table, and which may include sales of alcoholic beverages as an accessory or secondary service. Fixed seating or tables and chairs are provided for the seating of each patron or customer at all times. Typical uses include full service restaurants.

M. Food and beverage retail sales, includes establishments primarily engaged in the retail sale of food and beverages for home consumption. Typical uses include groceries, liquor stores, and delicatessens.

N. Funeral and interment services, includes establishments primarily engaged in the provision of services involving the care, preparation, or disposition of human remains other than in cemeteries.

O. Lodging services, includes establishments primarily engaged in the provision of commercial lodging on a less than monthly basis to the general public. Lodging services includes incidental food, drink, and other sales and services intended for the convenience of guests. Typical uses include hotels, motels, and bed-and-breakfasts.

P. Long term care facility, small, includes an institution or a portion of an institution that is licensed or approved to provide health care under medical supervision for 24 or more consecutive hours as defined by the Health and Safety Code Section 1267.16, as may be amended from time to time. Typical uses include extended care facilities, intermediate care facilities, skilled nursing facilities, hospices and other facilities licensed by the State Department of Health Services.

Q. Long term care facility, large, includes any congregate living health facility of more than six (6) beds for persons who are terminally ill and any congregate living health facility of more than six (6) beds for persons who are catastrophically and severely disabled and are licensed by the State Department of Health Services

R. Maintenance and repair, includes all uses that provide maintenance and repair services for furniture, appliances and equipment normally used within a building. Typical uses include sewing machine and appliance repair.

S. Medical services, includes establishments primarily engaged in the provision of personal health services on an outpatient basis ranging from prevention, diagnosis and treatment, or rehabilitation services provided by physicians, dentists, nurses, and other health personnel as well as the provision of medical testing and analysis-services, but excludes uses classified under any civic use type. Medical services use types include:

1. General, includes the range of medical services described above. Typical uses include individual medical and dental offices, dental and medical laboratories, health maintenance organizations, substance abuse treatment clinics, immediate care facilities and offices for physical therapists, chiropractors, and acupuncturists.

2. Low traffic generating, includes medical services with a low patient frequency or longer than average patient appointment time which creates a lower parking demand. Typical uses include dialysis clinics and imaging services.

3. Medical campus/medical office building (MOB), includes a cluster of buildings or a singular building that provides a range of outpatient services such as medical offices, dental or medical laboratories, imaging, physical therapists, and pharmacy services, with a range of parking demands.

T. Neighborhood commercial, includes establishments primarily engaged in the provision of frequently or recurrently needed small personal items or services for residents within a

reasonable walking distance. These uses are compatible with residential development due to low traffic and noise generation and include various retail sales and personal services of an appropriate size and scale to meet the above criteria. Typical uses include neighborhood grocery stores, drug stores, beauty salons, and offices, but do not include drive-through restaurants, bars and drinking places, or liquor stores.

U. Nightclubs, includes establishments or places of entertainment within a building, open primarily at night, usually but not necessarily serving alcohol, and providing floor space for amplified live or recorded music, or having spaces for "public dances" as per Chapter 9.45 of the Roseville Municipal Code. Fixed seating or chairs are not provided for the seating of each patron or customer. Meals or refreshments may be served and an admission may be charged. Excludes uses classified under this section as commercial use types as "eating or drinking establishments," "commercial recreation," and Chapter 19.32, "Adult Oriented Businesses." Additional requirements are contained in Chapter 19.49.

V. Nursery, retail, includes establishments primarily engaged in the sale of nursery goods, landscaping materials, chips, rocks, sand, soil and merchandise. This use type is typically conducted primarily outdoors. The sale of nursery goods, landscaping materials, chips, rocks, sand, soil and merchandise indoors is permitted under retail sales and services.

W. Offices, professional, includes professional or government offices including:

1. Accounting, auditing and bookkeeping services;
2. Advertising agencies;
3. Architectural, engineering, interior design, and surveying services;
4. Attorneys;
5. Call and telemarketing centers;
6. Computer software designers;
7. Court reporting services;
8. Data processing and computer services;
9. Detective agencies and similar services;
10. Secretarial and word processing services;
11. Government offices including agency and administrative office facilities;
12. Insurance agencies;
13. Management, public relations and consulting services;
14. Real estate agencies; and
15. Writers, photographers and artists offices outside the home.

X. Personal services, includes establishments primarily engaged in the provision of personal improvement or appearance, and similar non-business related or non-professional services, but excludes services classified under other use types. Typical uses include barber shops, beauty salons, tailors, shoe repair shops, massage therapist, tattoo studios, tutoring services, and dry cleaning pick up stations.

Y. Retail sales and services, includes establishments primarily engaged in the sale of goods and merchandise, but excludes those classified under animal sales and services, automotive and equipment, business support services, building materials stores, neighborhood commercial, food and beverage retail sales, and gasoline sales. Typical uses include:

1. Auto parts;
2. Bakeries, retail;
3. Bicycle sales;
4. Department stores;

5. Drug and discount stores;
6. Furniture stores;
7. Hardware;
8. Orthopedic supplies;
9. Photography studios;
10. Self-service laundries/dry cleaning stores; and
11. Sporting goods and equipment.

Z. Specialized education and training, includes private establishments providing training or educational programs. Typical uses include:

1. Vocational schools, includes businesses, secretarial schools and vocational schools offering specialized trade and commercial courses and establishments furnishing educational courses by mail or on-line. Facilities, institutions and conference centers are included that offer specialized programs in personal growth and development (including fitness, environmental awareness, arts, communications, and management, as examples).

2. Specialty schools, includes specialized non-degree granting schools such as: music schools; dramatic schools; language schools; driver education schools; martial arts studios; ballet and other dance studios.

AA. Storage, personal storage facility, includes a structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces. This use type does not include the outdoor storage of boats, cars, recreational vehicles, or equipment, and does not include the rental of trucks or other equipment. (Also see Chapter 19.54

SECTION 4. Section 19.10.020 of Chapter 19.10 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.10.020 Permitted use types.

Primary uses are permitted in residential zones subject to the requirements of this title as designated below:

A. Principally permitted use, designated as "P";
B. Conditionally permitted use, designated as "CUP"; and
C. Administratively permitted use, designated as "A."

Primary use types not listed or designated by a dash (-) are not permitted in that zone district.

	R1	RS	R2	R3	RMU
AGRICULTURE AND OPEN SPACE USE TYPE					
Animal Keeping	P	P	P	P	P
Resource Protection and Restoration	P	P	P	P	P
Resource Related Recreation	P	P	P	P	P
CIVIC USE TYPES					
Community Assembly	CUP	CUP	CUP	P	P
Community Services	CUP	CUP	CUP	CUP	P
Essential Services	P	P	P	P	P
Schools, Public/Private	CUP	CUP	CUP	CUP	P

	R1	RS	R2	R3	RMU
Elementary and Secondary					
Power Generating Facilities [3]					
Emergency	P	P	P	P	P
Passive Power	P	P	P	P	P
RESIDENTIAL USE TYPES					
Accessory Dwelling Units [1]	P	P	P	P	P
Community Care Facilities, Small	P	P	P	P	P
Community Care Facilities, Large	A	A	A	P	P
Dwelling [5]					
Multi-Family	-	-	-	P	P
Single-Family	P	P	P	P	P
Two-Family	-	-	P	P	P
Caretaker/Employee Housing	P	P	P	P	P
Family Day Care Homes, Small	P	P	P	P	P
Family Day Care Homes, Large [2]	P	P	P	P	P
Long Term Care Facility, Small[7]	P	P	P	P	P
Long Term Care Facility, Large	A	A	A	A	A
Low-Barrier Navigation Centers[8]	-	-	-		P
Mobile Home Park	CUP	CUP	CUP	CUP	P
Rooming and Boarding House	-	-	-	P	P
Short-Term Rental [6]	P	P	P	P	P
COMMERCIAL USE TYPES					
Commercial Recreation, Residential Recreation Facilities	CUP	CUP	CUP	CUP	P
Community Care Facility	-	-	-	P	P
Day Care Center	CUP	CUP	CUP	CUP	P
Long-Term Care Facility	-	-	-	CUP	P
Neighborhood Commercial				CUP	P
TRANSPORTATION AND COMMUNICATION USE TYPES					
Telecommunication Facilities [4]	A/CUP	A/CUP	A/CUP	A/CUP	A/CUP

Notes:

(1) Accessory dwelling/junior accessary dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit as defined in Sections 19.08.080(F)(1) and (F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.

(2) See Chapter 19.46 for large family day care home regulations.

(3) See Chapter 19.55 for power generating facilities requirements.
(4) See Chapter 19.34 for antennas and communications facilities requirements.
(5) Transitional housing and supportive housing are considered residential use types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).
(6) Short-Term Rentals are only permitted in a single-family dwelling unit. See Chapter 4.25 for additional Short-Term Rental requirements.
(7) A long term care facility which serves six (6) or fewer persons shall be considered a residential use of the property.
(8) Low-Barrier Navigation Centers are exempt from a Design Review Permit.

SECTION 5. Section 19.10.030 of Chapter 19.10 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.10.030 Residential zone general development standards.

A. Residential Development Standards. Permitted uses and associated structures shall comply with the following development standards, in addition to any other applicable requirements of this title:

RESIDENTIAL ZONE GENERAL DEVELOPMENT STANDARDS

	Requirement by Zoning District					
	R1	**RS** with attached sidewalk(10)	**RS** with separated sidewalk(8), (10)	**R2**	**R3(2)**	**RMU**
Area, interior lot	6,000 sq ft	4,500 sq ft	4,275 sq ft	6,000 sq ft	6,000 sq ft	None (7)
Area, corner lot	7,500 sq ft	5,500 sq ft	4,710 sq ft	7,500 sq ft	7,500 sq ft	
Width, interior	60 ft	45 ft	45 ft	60 ft	60 ft	
Width, corner	75 ft	55 ft	50 ft	75 ft	75 ft	
Residential Density						
Maximum number of primary dwelling units per lot	1 dwelling	1 dwelling	1 dwelling	2 dwellings(1)	As provided by General Plan, but a minimum of 3 dwellings	As provided by General Plan
Maximum number of accessory/junior dwelling units per lot(11)	Up to 2 dwellings	Up to 2 dwellings	Up to 2 dwellings	Up to 2 dwellings	Up to 2 dwellings	Up to 2 dwellings
See Chapter 19.22 for accessory structure development standards for the following standards						

	Requirement by Zoning District					
	R1	**RS** with attached sidewalk[10]	**RS** with separated sidewalk[8], [10]	**R2**	**R3**[2]	**RMU**
Setbacks (minimum)						
Front[9]	20 ft for interior lots; 15 ft for corner lots; 20 ft minimum driveway depth	15 ft to living space or side wall of garage; 12.5 ft to porch; 18 ft minimum driveway depth[6]	10 ft to first floor living space or side wall of garage; 7.5 ft to porch, but in no case may encroach into a PUE; 15 ft to second floor living space; 18 ft minimum driveway depth[6]	20 ft for interior lots; 15 ft for corner lots; 20 ft minimum driveways depth	20 ft minimum on all street frontages	None[7]
Sides[9]	5 ft interior; 15 ft street side on corner	5 ft interior; 12.5 ft street side on first floor; 15 ft street side on second floor	5 ft interior; 10 ft street side on first floor; 13 ft street side on second floor	5 ft interior; 15 ft street side on corner	5 ft interior; 20 ft minimum on all street frontages	None[7]

	Requirement by Zoning District					
	R1	**RS** with attached sidewalk[10]	**RS** with separated sidewalk[8], [10]	**R2**	**R3**[2]	**RMU**
Rear	20% of lot depth; need not exceed 20 ft; 10 ft minimum[3]	10 ft minimum with minimum useable open space of 700 sq ft or 500 sq ft where a usable front porch is provided[4]	10 ft minimum with minimum useable open space of 500 sq ft[4]	20% of lot depth; need not exceed 20 ft; 10 ft minimum	20 ft; 20 ft minimum on all street frontages	None[7]
Lot Coverage (primary buildings)	35% for 2 story; 45% for 1 story	None[4]	None[4]	40%	50%	None[7]
Height Limits	35 ft	35 ft	35 ft	35 ft	45 ft[5]	None[7]
Additions to a single-family or two-family primary structure greater than 700 square feet in area[12]						

Notes:

(1) Attached or detached. Detached dwelling units must maintain a minimum 10-foot building separation.

(2) The general development standards for the R3 district may be modified through approval of a Design Review Permit.

(3) On corner lots, the minimum rear setback may be determined by using an average of three measurements taken at the ends of the structure and a point midway between the ends of the structure. The measurements shall be made perpendicular to the rear lot line.

(4) The rear and side yards may be utilized to meet the minimum usable open space provided the minimum dimension, measured perpendicular to the applicable rear or side yard is 10 feet. Maximum coverage is a function of lot size, required setbacks and usable open space. A minimum usable open space of 500 square feet may be applied where a front porch is provided with minimum dimensions of six feet by 10 feet exclusive of entry way.

(5) Except for units immediately adjacent to the R1 and RS zone districts, where the height limit shall be 35 feet.

(6) Minimum driveway depth of 18 feet requires a roll-up garage door.

(7) As provided in development standard overlay or special area overlay district.

(8) Sidewalk separated from back of curb by five-foot planter strip.

(9) Front setback (and side setback where adjacent to street) measured from back of walk. Fence side yard setback is five feet from back of walk where facing a street. In the absence of sidewalk, setbacks measured from the edge of right-of-way.

(10) Variations to the standards and other housing product types may be permitted subject to processing of a Design Review Permit for Residential Subdivision (DRRS) concurrent with the approval of a tentative subdivision map and review of product type.

(11) A combination of up to two accessory dwelling/junior accessory dwelling units are permitted within areas zoned to allow single-family, two-family or multi-family residential use provided the lot contains an existing or proposed single-family dwelling, two-family or multi-family unit as defined in Sections 19.08.080(F)(1) and (F)(2) (Residential Use Types) and the accessory dwelling/junior accessory dwelling unit complies with the standards identified in Chapter 19.60 (Accessory Dwelling Units). See Chapter 19.60 for the maximum number and combination of units allowed per lot. For purposes of density, accessory dwelling units shall be deemed to be an accessory use or an accessory building or structure and shall not be considered to exceed the allowable density for the lot upon which it is located.

(12) Additions (attached or detached) to a single-family or two-family primary structure that exceed 700 gross square feet in area may be permitted upon approval of an Administrative Permit, which may include a public hearing as provided in Sections 19.74.010 and 19.78.020. Excludes accessory dwelling units complying with the standards identified in Chapter 19.60 (Accessory Dwelling Units).

B. Clear Vision Triangle, Residential. The following standards shall apply to the installation of structures on corner parcels:

1. On a corner parcel, no fence, wall, sign or other structure, mounds of earth, or other visual obstruction over 36 inches in height above the top of the existing or planned curb elevation shall be erected or placed within a residential clear vision triangle (see Chapter 19.95 Definitions).

2. The foregoing provision shall not apply to public utility poles; trees trimmed (to the trunk) to a line at least eight feet above the elevation of the intersection; saplings or plant species of open growth habits and not planted in the form of a hedge, which are so planted and trimmed as to leave, at all seasons, a clear and unobstructed cross view; supporting members of appurtenances to permanent structures existing on the date that the ordinance codified in this section becomes effective; and official warning signs or signals.

C. Exceptions to Height Limits. Notwithstanding the requirements of subsection A, the following structures are permitted to exceed the maximum height limits, as follows: Architectural features, mechanical equipment, chimneys, vents, and other architectural or mechanical appurtenances on buildings may be a maximum of 15 percent higher than the height limit of the applicable zone.

D. Exceptions to Setbacks. Notwithstanding the requirements of subsection A, the following structures are permitted to encroach into the required development setbacks, as follows:

1. Architectural features, such as but not limited to: cornices, eaves, canopies, fireplaces and similar features, but not any flat wall or addition creating living space, may encroach up to two feet into any required setback.

2. Covered, unenclosed projections attached to the primary structure may encroach up to six feet into any front yard setback.

E. Manufactured Homes. Manufactured homes are permitted in residential zones provided they meet the following architectural standards:

1. The manufactured home shall be covered with exterior material customarily used on conventional dwellings within the subdivision. The exterior covering material shall extend to the ground as close to grade as allowed by the manufacturer's recommendation;

2. The manufactured home shall have a minimum of 16-inch roof overhangs and roofing material on the manufactured home shall be compatible with other dwellings existing in the area and shall consist of materials customarily used on conventional dwellings. The roof shall have a minimum 2 1/2 in 12 pitch.

F. Landscaping Requirements in Setback Areas.

1. Single-Family and Two-Family Dwellings—Front-Yard and Street Side-Yard Setbacks.

a. Setback Area Paving Restrictions. A maximum of 50 percent of the required front-yard setback may be paved for off-street parking, driveways, walkways, or uncovered patio use. A maximum of 50 percent of the required street side-yard setback may be paved for off-street parking, driveways, walkways, or uncovered patio use; however, this maximum limitation does not apply to that portion of the street side-yard located behind a fence that is in compliance with the street side fence requirements set forth in Chapter 19.22 of this code. These requirements may be modified with approval of a Design Review Permit for Residential Subdivision (DRRS), as provided for in Article V of this title.

b. Landscape and Maintenance Requirements. The unpaved portion of a front-yard setback and street side-yard setback shall be landscaped, irrigated, and maintained. The landscape shall include grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation. Synthetic grass or artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, or similar elements are permitted when integrated as part of the landscape. All landscaping materials shall be mowed, trimmed, and maintained as often as necessary to prevent overgrowth and blight. No junk, debris, or other similar materials shall be stored in the landscaped setback area.

c. Height Restrictions for Landscaping Located in the Clear Vision Triangle. All landscaping located within the clear vision triangle for corner lots, as defined in Section 19.95.030 of this code, shall not exceed three feet in height, except that trees exceeding three feet in height are allowed if the tree is maintained free of branches eight feet above the curb grade.

d. Vehicle Parking Requirements. Vehicles, including without limitation, automobiles, boats, campers, trailers, and other recreational vehicles, must be parked on a paved surface, as provided for in Section 11.20.110 of this code. Vehicles shall not be parked within the landscaped setback area.

2. Multi-Family Dwellings (Three or More Units)—Front-Yard and Street Side-Yard Setbacks. All minimum front-yard and street side-yard setbacks shall be landscaped, irrigated and maintained with primarily low ground cover or turf. The landscape shall include grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation. Synthetic grass or artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, or similar elements are permitted when integrated as part of the landscape. All landscaping materials shall be mowed, trimmed, and maintained as often as necessary to prevent overgrowth and blight. No junk, debris, or other similar materials shall be stored in the landscaped setback area. Driveways and uncovered walkways are permitted to cross over the required front-yard and street side-yard setback. The required front-yard and street side-yard setbacks may not be paved for parking or patio areas.

SECTION 6. Section 19.10.045 of Chapter 19.10 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.10.045 Design review required for compact residential development.

A. Applicability. Design review shall be required for compact residential development projects that qualify under either of the following:

1. Attached or detached single-family housing units on property with a General Plan land use designation of medium density residential or higher (seven dwelling units per acre or higher, as depicted on the General Plan Land Use Map) (except for properties within the Downtown Specific Plan area or additions, remodels, or new detached or attached dwelling unit(s) on properties with an existing residential dwelling unit that is not associated with a request for subdivision); or

2. Residential projects of any density on a parcel or parcels zoned small lot residential (RS) where modifications to the RS supplemental design standards are requested.

B. Approvals Required. Compact residential development projects shall require approval of a Design Review Permit for Residential Subdivision (DRRS). The Approving Authority for a DRRS shall be the Planning Commission or as otherwise provided in Section 19.74.010(D).

C. Exceptions. The residential development standards identified in Section 19.10.030(A) applying to compact residential development projects may be modified, expanded, or eliminated through the approval of a Design Review Permit for Residential Subdivision (DRRS), as provided for in Article V of this title.

D. Modification. Modifications to a DRRS previously approved by the Planning Commission may be approved by the Planning Manager, pursuant to the requirements of Section 19.76.180.

SECTION 7. Section 19.12.020 of Chapter 19.12 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.12.020 Permitted use types.

Primary uses are permitted in commercial zones subject to the requirements of this title as designated below:

A. Principally permitted use, designated as "P";

B. Conditionally permitted use, designated as "CUP"; and

C. Administratively permitted use, designated as "A."

Refer to the Downtown Code for permitted uses within the CBD and HD zones.

COMMERCIAL ZONE DISTRICTS PERMITTED USES

	BP	NC	CC	GC	HC	RC	CMU
AGRICULTURAL AND OPEN SPACE USE TYPES							
Resource Protection and Restoration	CUP	CUP	CUP	CUP	CUP	CUP	P

	BP	NC	CC	GC	HC	RC	CMU
Resource Related Recreation	P	P	P	P	P	CUP	P
CIVIC USE TYPES							
Community Assembly	CUP	P	P	P	-	-	P
Community Services	P	CUP	P	P	P	P	P
Essential Services	P	P	P	P	P	P	P
Hospital Services							
General Hospital Services	-	-	CUP	CUP	-	-	P
Psychiatric Hospital Services	-	-	CUP	CUP	-	-	P
Libraries and Museums, Private	-	CUP	P	P	P	P	-
Public Parking Services	P	P	P	P	P	P	P
Schools							
College and University	A	-	P	P	-	P	P
Public/Private Elementary and Secondary	-	CUP	CUP	CUP	-	-	P
Social Services							
Emergency Shelter (5)	-	-	-	CUP	CUP	-	CUP
Food Distribution (3)	-	-	-	A/CUP	A/CUP	-	A/CUP
Food Service (4)	-	-	-	A/CUP	A/CUP	-	A/CUP
Power Generating Facilities (9)							
Emergency	A	A	A	A	A	A	A
Supplemental/Individual Use	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Passive Power	P	P	P	P	P	P	P
RESIDENTIAL USE TYPES							
Accessory Dwelling Units (11)	-	P	P	P	P	-	P
Caretaker/Employee Housing	-	CUP	CUP	CUP	CUP	CUP	P
Community Care Facilities, Small	P	P	P	P	-	P	P
Community Care Facilities, Large	CUP	CUP	CUP	CUP	-	CUP	P
Dwelling (10)							

	BP	NC	CC	GC	HC	RC	CMU
Multi-Family [13]	-	CUP/A	CUP/A	-	-	-	P
Single-Family	-	CUP	CUP	CUP	CUP	-	P
Two-Family	-	CUP	CUP	CUP	CUP	-	P
Family Day Care Home, Small	P	P	P	P	-	P	P
Family Day Care Home, Large		CUP	CUP	CUP	-		P
Single Room Occupant	-	-	-	-	-	-	CUP
Low-Barrier Navigation Centers	-	-	-	-	-	-	P
COMMERCIAL USE TYPES							
Adult Oriented Businesses [2]	-	-	-	P	-	P	P
Animal Sales and Service							
Grooming and Pet Stores	-	P	P	P	-	P	P
Kennels	-	-	-	CUP	CUP	CUP	P
Veterinary Clinic	-	CUP	P	P	-	-	P
Veterinary Hospital	-	-	CUP	CUP	-	-	P
Automotive and Equipment							
Automotive Body and Equipment Repair	-	-	-	CUP	-	CUP	CUP
Automotive Rentals	-	-	-	P	P	P	P
Automotive Repairs	-	-	CUP	P	P	P	P
Automotive Sales	-	-	CUP	P	-	P	P
Car Wash and Detailing	-	-	CUP	P	-	P	P
Commercial Parking	P	-	-	P	P	-	P
Gasoline Sales[12]	CUP	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP
Heavy Equipment Rental and Sales	-	-	-	P	-	P	P
Banks and Financial Services	P	P	P	P	-	P	P
Bars and Drinking Places	-	-	P	P	-	P	P
Broadcasting and Recording Studios	P	-	-	P	-	-	P

	BP	NC	CC	GC	HC	RC	CMU
Building Material Stores	-	-	CUP	P	-	P	P
Business Support Services	P	-	P	P	-	-	P
Commercial Recreation							
Amusement Center	-	CUP	P	P	-	P	P
Indoor Entertainment	-	-	P	P	-	P	P
Indoor Sports and Recreation	-	-	P	P	-	P	P
Large Amusement Complexes	-	-	-	CUP	CUP	P	P
Outdoor Entertainment	-	-	-	CUP	-	CUP	P
Outdoor Sports and Recreation	-	-	-	P	CUP	P	P
Community Care Facility	P	P	P	P	-	-	P
Day Care Center	P	P	P	P	-	P	P
Eating and Drinking Establishments							
Fast Food with Drive-Through[12]	-	-	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP
Convenience	P	P	P	P	P	P	P
Full Service	P	P	P	P	P	P	P
Food and Beverage Retail Sales	-	-	P	P	-	-	P
Funeral and Interment Services	-	-	P	P	-	-	P
Lodging Services	-	-	P	P	P	P	P
Long Term Care Facility, Large	CUP	CUP	P	P	-	-	P
Maintenance and Repair	-	P	P	P	-	-	P
Medical Services, General	P	P	P	P	P	P	P
Neighborhood Commercial	P	P	-	-	-	-	P
Nightclubs [6]	-	-	CUP	CUP	-	CUP	CUP
Nursery, Retail	-	-	-	P	-	P	P
Offices, Professional	P	P	P	P	-	P	P
Personal Services	P	P	P	P	P	P	P
Retail Sales and Services	-	-	P	P	P	P	P
Specialized Education and Training							

	BP	NC	CC	GC	HC	RC	CMU
Vocational Schools	-	-	P	P	-	-	P
Specialty Schools	-	CUP	P	P	-	P	P
Storage, Personal Storage Facility	-	-	CUP	P	-	-	P
INDUSTRIAL USE TYPES							
Laundries, Commercial	-	-	CUP	CUP	-	-	P
Printing and Publishing	-	-	-	CUP	-	-	P
Research Services	-	-	-	P	-	-	P
Wholesaling and Distribution, Light	-	-	-	P	-	-	P
TRANSPORTATION AND COMMUNICATION USE TYPES							
Heliport	CUP	CUP	CUP	CUP	CUP	CUP	P
Intermodal Facilities (8)	CUP	CUP	CUP	CUP	CUP	CUP	P
Telecommunication Facilities (7)	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP

Notes:
(1) Reserved.
(2) Additional requirements are contained in Chapter 19.32.
(3) Additional requirements are contained in Chapter 19.40.
(4) Additional requirements are contained in Chapter 19.39.
(5) Additional requirements are contained in Chapter 19.38.
(6) Additional requirements are contained in Chapter 19.49.
(7) Additional requirements are contained in Chapter 19.34.
(8) Additional requirements are contained in Chapter 19.36.
(9) Additional requirements are contained in Chapter 19.55.
(10) Transitional housing and supportive housing are considered residential use types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).
(11) Accessory dwelling /junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit which has an approved CUP as defined in Sections 19.08.080(F)(1) and (F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
(12) A conditional use permit is required for fast food with drive through establishments or gasoline sales establishments contiguous to: (a) properties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A conditional use permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.
(13) Multifamily uses are permitted with an Administrative Permit in the NC and CC zone districts when the housing development is constructed on or adjacent to a site occupied by a non-profit organization, and a non-profit organization will offer supportive services to the proposed residents. Examples of supportive services include transportation, child care, education assistance, and the provision of clothing and other supplies.

SECTION 8. Section 19.22.030 of Chapter 19.22 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.22.030 Accessory structures.

A. Accessory Structures Included With Permitted Uses. In addition to the primary structures associated with permitted uses, each use classification shall be deemed to include such accessory structures which are specifically identified by these regulations, and such other accessory structures which are necessarily and customarily associated with, and are appropriate, incidental, and subordinate to, such primary structures. It shall be the responsibility of the Planning Manager to determine if a proposed accessory structure is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to the primary structure, based on the Planning Manager's evaluation of whether the proposed accessory structure is necessary or customarily associated with the use for which the development was constructed. Determinations by the Planning Manager shall be subject to appeal pursuant to Chapter 19.80, and a record of all such determinations shall be maintained by the Planning Manager. All accessory structures shall be located in compliance with all other applicable requirements of the zone district in which they are located and any other permits required (e.g., Design Review Permit).

B. Accessory Structures Subject to Regulations. Accessory structures shall be regulated in the same manner as the primary structures within each zoning district, except as otherwise expressly provided by these regulations. Accessory structures may be established concurrently or following the construction of a primary structure.

C. Permitted Accessory Structures to Dwelling Use Type (Single-Family and Two-Family):

1. Decks and Balconies. Uncovered decks under 30 inches in height at the top of the deck sheathing are permitted anywhere on a parcel, without respect to required setbacks. Any deck or balcony (uncovered or covered) which is 30 inches or taller in height, when measured as outlined in Section 19.95.030(H)(1) (Height, Building and Other Structures), shall maintain a minimum side yard setback of two times the required interior side yard setback for the primary structure, a rear yard setback of one- half the required rear yard setback for the primary structure, a 10-foot front yard setback, and shall be located consistent with the residential clear vision triangle requirements of Section 19.10.030(B).

2. Unenclosed structures, including, but not limited to, shade structures, carports, boat and RV covers, patio covers and gazebos located on the ground floor. Such structures are subject to the following requirements:

a. The structure shall not enclose any area equal to or greater than 20 percent on any side not attached to the residence;

b. The structure shall not be constructed of materials which would create a year round livable area;

c. Less than seven feet in height:

i. Interior Lot. Unenclosed structures less than seven feet in height may be located anywhere within a parcel, but shall maintain the required front yard setback;

ii. Corner Lot. On the street side of a corner lot, the structure shall maintain a five-foot setback as measured from the back of the sidewalk or, in the absence of a sidewalk, the right-of-way;

iii. On the street side of a corner lot located adjacent to a key lot, the structure shall maintain a 10-foot setback as measured from the back of the sidewalk or, in the absence of a sidewalk, the right-of-way.

d. Greater than seven feet in height.

i. The structure shall maintain the required front yard setback and a five-foot rear and side yard setback;

ii. The structure shall not exceed 15 feet in height and one story. For each foot in height above 10 feet the required setback, except the front yard setback, shall be increased by one foot. Structures integrated into the existing roofline of the primary structure, and exceeding the height limit, or constructed concurrently with the main residence shall be considered attached to (and part of) the primary structure for purposes of this article;

iii. On the street side of a corner lot, the structure shall maintain a five-foot setback as measured from the back of the sidewalk or, in the absence of a sidewalk, the right-of-way;

iv. On the street side of a corner lot located adjacent to a key lot, the structure shall maintain a 10-foot setback as measured from the back of the sidewalk or, in the absence of a sidewalk, the right-of-way.

3. Enclosed structures are subject to the following requirements:

a. Less than seven feet in height.

i. The minimum setback is 5 feet from the back of sidewalk or right-of-way, whichever is greater, on the street side for corner lots;

ii. The minimum setback is 10 feet from the back of sidewalk or right-of- way, whichever is greater, when adjacent to a key lot; and

iii. No setback is required adjacent to the rear or interior side property lines.

b. Greater than seven feet in height:

i. The maximum height is 15 feet and one story;

ii. The minimum setback is 5 feet from the rear and side property lines;

iii. The minimum setback is 12.5 feet from the back of sidewalk or edge of right-of-way on corner lots; and

iv. For each foot in height above 10 feet, the required setback, except for the front yard setback, shall be increased by one foot.

c. General.

i. If the building or structure is located within a required rear yard setback, the total size of the building or buildings, cumulatively, shall be less than 50 percent of the required rear yard area.

ii. The required front yard of the applicable residential zone district shall be maintained.

iii. A maximum of 700 square feet of detached building(s) or structure(s) is permitted on the same lot. Additional square footage of detached accessory building(s) or structure(s) (excluding Accessory Dwelling Units), in excess of 700 square feet, may be permitted upon approval of an Administrative Permit.

iv. An extension of the main building or accessory building roof (e.g., a breezeway) may connect the accessory building to the primary building, but it shall not be considered part of (attached to) the main (primary) building, except as specified below. The breezeway and accessory building must maintain required side yard setbacks.

v. Any accessory structure located less than 6 feet from the primary building shall be considered attached to (and part of) the primary building for purposes of this article, and shall be subject to the development standards for the primary building. Additions to primary structures are regulated pursuant to Section 19.10.030 (Residential Zone General Development Standards).

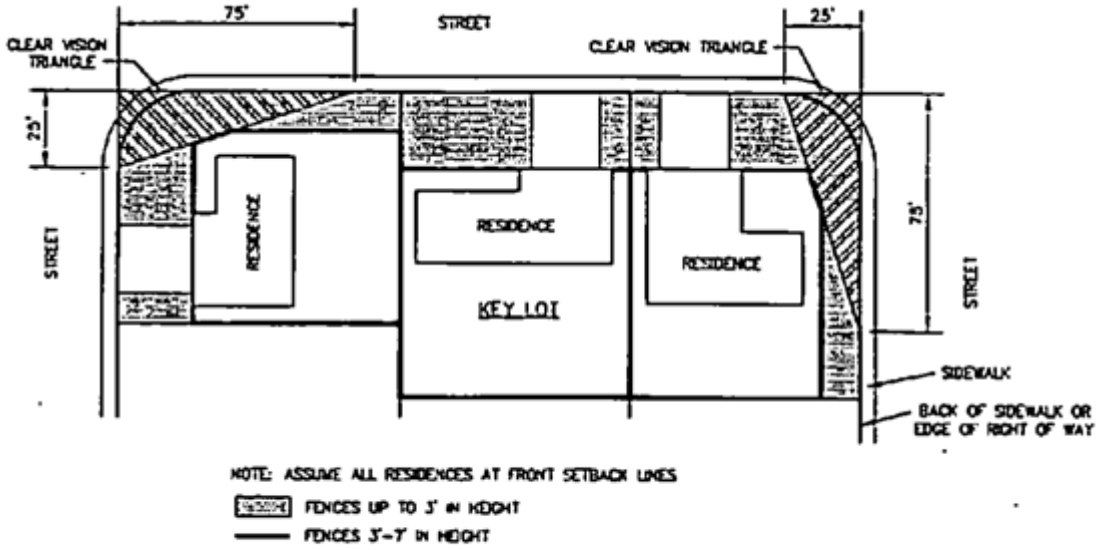
5. Fences and Walls. A maximum seven-foot high fence (including lattice and similar attachments) or wall may be located on a parcel consistent with the following requirements:

a. The maximum height shall be reduced to three feet if located:

i. Within a residential clear vision triangle (see Chapter 19.95, Definitions);

ii. Within a required front setback; or

iii. Within five feet of the back of the sidewalk, or in the absence of a sidewalk, the back of the right-of-way of a street-side for a corner lot, or within 10 feet of the back of the sidewalk, or in the absence of a sidewalk, the back of the right-of-way of a street-side for a corner lot adjacent to a key lot.



FENCE HEIGHT
NO SCALE

b. When there is a difference in the ground level between two adjoining parcels, the height of any fence or wall constructed along a common property line shall be determined by using the finished grade of the highest contiguous parcel.

c. The height of a fence or wall may be increased a maximum of one foot to provide for noise attenuation or buffering of adjacent land uses, subject to approval of an Administrative Permit. Fences and walls in excess of eight feet may be permitted subject to the approval of a Conditional Use Permit.

d. The provisions of this section shall not apply to any fence or wall required by any law or regulation of the City or state.

6. Flag Poles. The pole may be a maximum of 35 feet in height and shall maintain a minimum five-foot setback from any property line.

7. Security facilities, including security gates and gate houses at a project entrance.

8. Antennas, including HAM radio, radio and television receiving antennas subject to requirements of Chap**ter 19.34.**

9. Children's play equipment, including playsets, playhouses and tree houses.

10. Recreation facilities, including recreation activity courts and facilities (excluding associated fencing and netting), swimming pools, spas and hot tubs, which are customarily associated with residential use, are permitted in the rear and side yards. Recreational facilities shall not include automated pitching equipment or similar noise generating recreation equipment not typically associated with residential use.

11. Satellite Dishes. Satellite dishes as allowed in Chapter 19.34.

12. Entry Arbors. Entry arbors may be located within the required front yard setback provided they do not cover more than 25 square feet in area and do not exceed a height of 10 feet.

13. Landscape Features. Landscape features including fountains less than seven feet in height may be located within the front yard setback provided the feature is located outside of the clear vision triangle and does not exceed 25 square feet in area.

14. Mailboxes. United States Postal Service (USPS) mailboxes may be located within the required front yard setback provided the mailbox is located outside of the clear vision triangle and does not exceed six square feet in area. The mailbox must also comply with the USPS requirements.

15. Outdoor Living Elements. Outdoor living elements including but not limited to outdoor fireplaces and outdoor kitchens, are not permitted in the required front yard and shall adhere to the development requirements for Enclosed Accessory Structures.

16. Exceptions to Setbacks. Notwithstanding the requirements of subsection A of this section, the following structures are permitted to encroach into the required development setbacks, as follows:

a. Architectural features, such as, but not limited to: cornices, eaves and similar features, but not any flat wall may encroach up to two feet into any required setback.

17. Exceptions to Accessory Structure Requirements. Unless otherwise noted that a Conditional Use Permit is required, an exception to the requirements of this section may be approved subject to the approval of an Administrative Permit.

D. Permitted Accessory Structures to Dwelling Use Type (Multi-Family).

1. Bicycle lockers and off-street parking areas.

2. Decks and Balconies. Uncovered decks under 30 inches in height at the top of the deck sheathing are permitted anywhere on a parcel, without respect to required setbacks. Any deck or balcony (uncovered or covered) of 30 inches or taller in height, when measured as outlined in Section 19.95.030(H)(1) (Height, Building and Other Structures), shall maintain a minimum side yard setback of two times the required interior side yard setback for the primary structure, a rear yard setback of one-half the required rear yard setback for the primary structure, a 10-foot front yard setback, and shall be located consistent with the residential clear vision triangle requirements of Section 19.10.030(B).

3. Unenclosed structures, including detached shade structures, covered patios, arbors, and gazebos located on the ground floor. Such structures are subject to the following requirements:

a. The structure shall not enclose any area equal to or greater than 20 percent on any side;

b. The structure shall not be constructed of materials which would create a year round livable area;

c. The structure shall not exceed 15 feet in height and one story. For each foot in height above 10 feet the required setback, except the front yard setback, shall be increased by one foot;

d. The structure shall maintain a 15-foot front yard setback and a five-foot rear and side yard setback;

e. On the street side of a corner lot, the structure shall maintain a five-foot setback as measured from the back of the sidewalk or, in the absence of a sidewalk, the right-of-way;

f. On the street side of a corner lot located adjacent to a key lot, the structure shall maintain a 10-foot setback as measured from the back of the sidewalk or right-of-way; and

g. The size or location of the structure does not violate any requirements of an approved site review, design review or Administrative Permit.

4. Fences and Walls. A maximum seven-foot high fence (including lattice and similar attachments) or wall may be located anywhere on a parcel consistent with the following requirements:

a. The maximum height shall be reduced to three feet if located:

i. Within a residential clear vision triangle (see Chapter 19.95 Definitions);

ii. Within a required front setback; or

iii. Within five feet of the back of the sidewalk, or in the absence of a sidewalk, the back of the right-of-way of a street-side for a corner lot, or within 10 feet of the back of the sidewalk, or in the absence of a sidewalk, the back of the right-of-way of a street-side for a corner lot adjacent to a key lot.

b. When there is a difference in the ground level between two adjoining parcels, the height of any fence or wall constructed along a common property line shall be determined by using the finished grade of the highest contiguous parcel.

c. The height of a fence or wall may be increased a maximum of one foot to provide for noise attenuation or buffering of adjacent land uses, subject to approval of an Administrative Permit. Fences and walls in excess of eight feet may be permitted subject to the approval of a Conditional Use Permit.

d. The provisions of this section shall not apply to any fence or wall required by any law or regulation of the City or state.

5. Flag Poles. The pole may be a maximum of 35 feet in height and shall maintain a minimum five-foot setback from any property line.

6. Security facilities, including security gates and gate houses at a project entrance.

7. Antennas, including HAM radio, radio and television receiving antennas subject to the requirements of Chapter 19.34.

8. Recreation facilities, including recreation activity courts and facilities, children's play equipment, swimming pools, spas and hot tubs.

9. Satellite Dishes. Satellite dishes as allowed in Chapter 19.34.

10. Signs, as permitted by Title 17 of this Code.

11. Transit facilities.

12. Trash enclosures and recycling facilities.

13. Exceptions to Accessory Structure Requirements. Unless otherwise noted that a Conditional Use Permit is required, an exception to the requirements of this section may be approved subject to the approval of an Administrative Permit.

E. Permitted Accessory Structures to Commercial and Industrial Use Types.

1. Bicycle lockers, and off-street parking areas and structures.

2. Unenclosed structures, including arbors and gazebos.

3. Detached enclosed storage.

4. Detached unenclosed storage buildings and pole buildings associated with the outdoor display of building materials, nursery stock, or other materials which are typically displayed outdoors or under a canopy.

5. Fences and walls, except that no fence or wall in excess of three feet may be located within a commercial clear vision triangle (see Definition);

6. Flag Poles. The pole may be a maximum of 35 feet in height and shall maintain a minimum five-foot setback from any property line.

7. Security facilities, including security gates and gate houses at a project entrance.

8. Antennas, including HAM radio, radio and television receiving antennas subject to the requirements of Chapter 19.34.

9. Recreation facilities, including recreation activity courts and facilities for use by employees.

10. Satellite Dishes. Satellite dishes as allowed in Chapter 19.34.

11. Signs, as permitted by Title 17 of this Code.

12. Transit facilities.

13. Trash enclosures and recycling facilities.

F. Prohibited Accessory Uses and Structures Within All Zone Districts and Use Types.

1. Outdoor Storage. Storage of loose rubbish, garbage, junk or their receptacles shall not be visible from any public right-of-way. Outdoor storage of other materials and equipment may be permitted consistent with the use types and permit requirements of Article II of this title.

2. Vehicles for Sale. No vehicles shall be stored or displayed for sale on any undeveloped parcel or on any property zoned for commercial or industrial uses except where authorized for automobile sales pursuant to this title.

3. Fences. The use of barbed wire, electrified fence, razor wire or similar security devices in conjunction with any fence, wall, or hedge, or by itself is prohibited, except in the following circumstances:

a. For security purposes in non-residential zones, where the barbed wire, electrified wire, or razor wire is located a minimum of six feet above the ground;

b. Where property is zoned urban reserve and is still being primarily utilized for agricultural purposes; and

c. Where required by any permit condition, law or regulation of the City or state.

SECTION 9. Section 19.26.030 of Chapter 19.26 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.26.030 Parking space requirements by use type.

The number of off-street parking spaces required for the land uses identified by Article II (Zoning Districts and Permitted Uses) shall be as provided by this section, except where parking requirements are established by Article IV (Special Area and Specific Use Requirements) for a particular use.

A. Number of Spaces Required. The number of off-street parking spaces required for new uses shall be based upon the use type, listed below.

1. Terms Used in Tables. The following terms are used throughout the tables and are defined below:

"Square feet" means the total gross building/tenant space area;

"Use area" means the total of gross building/tenant space area plus the gross area of any outdoor/storage/activity.

2. Civic use types shall provide off-street parking spaces as follows:

CIVIC USE TYPES	**NUMBER OF PARKING SPACES REQUIRED**
Community Assembly	
Places of Worship	1 per 3 fixed seats or 1:50 sq. ft. for non-fixed seats in the assembly area, plus 1 per classroom
Club, Lodges, Meeting Halls	1 per 3 fixed seats or 1:50 sq. ft. for non-fixed seats in the assembly area
Public Community Facilities	As determined as part of the design review approval
Community Services	As determined as part of the design review approval
Essential Services	None
Hospital Services	
General Hospital Services	1 per doctor, plus 1 per 3 employees for the largest shift, plus 1 per 3 beds
Psychiatric Hospital Services	1 per doctor, plus 1 per 3 employees for the largest shift, plus 1 per 3 beds
Intensive Public Facilities	As determined as part of the design review approval
Libraries and Museums, Private	1 per 400 sq. ft.
Public Parking Services	As determined as part of the design review approval
Schools	
College and Universities	As determined as part of the design review approval
Public/Private Elementary, Middle and Junior High	2 per classroom, plus 60 lineal feet of loading area for every 100 students
High Schools	1 per classroom, plus 1 per every 4 students, plus 60 lineal feet of

CIVIC USE TYPES	NUMBER OF PARKING SPACES REQUIRED
	loading area for every 200 students
Social Services	
Emergency Shelter	1 per staff member
Food Distribution	1 per employee, plus 1 per every 500 sq. ft. of floor area
Food Service Facility	1 per employee, plus 1 per every 4 seats within facility

3. Residential use types shall provide off-street parking spaces as follows:

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Accessory Dwelling Units	
Studios	None
1+ Bedrooms	1 per dwelling. For exceptions, see Chapter 19.60 (Accessory Dwelling Units)
Caretaker/Employee Housing	2 per dwelling
Community Care Facility, Small	2 per dwelling
Community Care Facility, Large	2 per dwelling plus 0.5 per sleeping room (a maximum of 2 spaces may be located within the front setback)
Dwelling	
Multi-Family	
Studio	1.5 per unit, plus guest parking (see below)
1 Bedroom	1.5 per unit, plus guest parking (see below)
2+ Bedrooms	2 per unit, plus guest parking (see below)
Senior Citizen Apartments	1 per unit, plus guest parking (see below)
Guest Parking	Projects with 10 or more dwelling units shall provide 1 additional space for each 10 dwelling units or portion thereof
Single-Family and Two-Family	2 per dwelling
Mobile Home Park	2 per dwelling unit plus 1 guest space for each 10 dwelling units or portion thereof
Rooming and Boarding Houses	2 per dwelling plus 0.5 per sleeping room (a maximum of 2 spaces may be located within the front setback)

4. Commercial use types shall provide off-street parking spaces as follows, but no fewer than four spaces for each separate commercial use or tenant:

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Adult Business Establishments	1 per 300 sq. ft.
Animal Sales and Service	
Grooming and Pet Stores	1 per 300 sq. ft.
Kennels	Minimum 10 spaces
Veterinary Clinic	1 per 150 sq. ft.
Veterinary Hospital	1 per 150 sq. ft.
Automotive and Equipment	
Automotive Rentals	1 per 300 sq. ft. of office plus 1 per 1,000 sq. ft. of fleet or vehicle storage area
Automotive Repairs	1 per 400 sq. ft. plus 1 per bay plus 1 for every company vehicle
Automotive Sales	1 per 1,000 sq. ft. of indoor and outdoor display area
Car Wash and Detailing	
Full Service	10 spaces or 3 times internal washing capacity, whichever is greater; additional parking required for drying or vacuum areas and 100 lineal feet for stacking
Self-Service	4 spaces; additional parking required for drying or vacuum areas and 20 lineal feet in front of each bay for stacking
Automatic Car Wash Service	1 space per drying and vacuum areas plus 100 linear feet in front of car wash for stacking
Commercial Parking	As determined as part of the design review approval
Equipment Rental and Sales	1 per 300 sq. ft. of office plus 1 per 1,000 sq. ft. of outdoor display area
Gasoline Sales	
With Neighborhood Commercial Sales	1 per 300 sq. ft. of commercial sales area with a 5 space minimum
Without Neighborhood Commercial Sales	5 spaces
With Repair	1 per 300 sq. ft. of commercial sales area with a 5 space minimum plus 2 spaces per service bay
Impound Yards	1 per 250 sq. ft. of office plus 1 for every company vehicle
Storage of Operable	1 per 250 sq. ft. of office plus 1 for every company vehicle

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Vehicles	
Banks and Financial Institutions	1 per 250 sq. ft. plus 1 additional space per ATM machine which may be a reserved space at the discretion of the property owner or landlord
Bars and Drinking Places	1 per 50 sq. ft.
Broadcasting and Recording Studios	As determined as part of the design review approval
Building Material Stores	1 per 300 sq. ft. of building area plus 1 per 1,000 sq. ft. of outdoor display/storage area
Business Support Services	1 per 300 sq. ft.
Commercial Recreation	
Amusement Center	1 per 200 sq. ft.
Indoor Entertainment	
Theater	1 per 3.5 fixed seats or 1 per 50 sq. ft. for non-fixed seating or as determined as part of the design review approval
Indoor Sports and Recreation	
Billiard and Pool Hall	2 per table plus additional spaces as required for other uses in the facility (e.g., restaurant)
Bowling Center	5 per lane plus additional spaces as required for other uses in the facility (e.g. restaurant)
Handball, Tennis, Racquet Ball Facilities	2 per court plus additional spaces as required for other uses in the facility (e.g., restaurant)
Health Clubs and Athletic Clubs	1 per 150 sq. ft. of weight room, pool and spa area plus 1 per 50 sq. ft. of aerobics or martial arts area plus 1 per tanning or massage room plus additional spaces as required for other uses in the facility, excluding area for locker and dressing rooms
Indoor Sport Arenas (such as soccer, volleyball)	50 per field or sports court plus 1 per 3 fixed seats for spectator area plus additional spaces as required for other uses at the facility (e.g., retail)
Skating/Ice Rinks	1 per 175 sq. ft.
Outdoor Entertainment	As determined as part of the design review approval
Outdoor Sports and Recreation	
Amusement Parks	As determined as part of the design review approval
Driving Range	1.5 per tee plus additional spaces as required for other uses at the

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
	facility (e.g., golf course)
Golf Course	6 per hole plus additional spaces as required for other uses at the facility (e.g., driving range, restaurant, pro shop)
Handball, Tennis, Racquet Ball Facilities	2 per court plus additional spaces as required for other uses at the facility (e.g., restaurant)
Miniature Golf Course	2 per hole plus additional spaces as required for other uses at the facility (e.g., restaurant)
Swimming Pools	1 per 100 sq. ft. of pool area
Residential Recreation Facilities	As specified for the sum of all of the uses within the facility by utilizing the parking requirement for each use as outlined throughout this chapter
Large Amusement Complexes	As determined as part of the design review approval
Community Care Facilities	0.75 per unit
Day Care Centers	1 per employee plus 1 per company vehicle plus a loading space for every 8 persons at the facility. The number of persons permitted at the facility is determined as a part of the licensing by the state or county
Eating and Drinking Establishments	
Fast Food with Drive Through	1 per 100 sq. ft.
Convenience	1 per 100 sq. ft.
Full Service	1 per 100 sq. ft.
Enclosed Outdoor Seating See Chapter 19.52	1 per 100 sq. ft.
Food and Beverage Retail Sales	1 per 300 sq. ft.
Funeral and Interment Services	1 per 3 fixed seats or 1 per 50 sq. ft. of assembly area
Lodging Services	1 per room plus additional spaces as required for other uses in the facility
Long Term Care Facilities	1 per 3 employees for largest shift, plus 1 per 3 beds
Maintenance and Repair of	1 per 300 sq. ft.

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Appliances	
Medical Services	
General	1 per 150 sq. ft.
Low Traffic Generating	1 per 200 sq. ft.
Medical Campus/MOB	1 per 200 sq. ft.
Neighborhood Commercial	1 per 300 sq. ft.
Nightclubs	1 space per 2 occupants based on maximum occupancy load of the building as calculated by the California Building Code plus bus space as determined as part of the Conditional Use Permit
Nursery, Retail	1 per 300 sq. ft. plus 1 per 1,000 sq. ft. of outdoor display/storage area
Offices, Professional	1 per 250 sq. ft. of net leasable square footage. Where a more intensive office use, as determined by the Planning Manager (i.e., call and telemarketing centers), is proposed the required parking shall be determined as part of the Design Review Permit approval, or via a zoning clearance pursuant to the provisions of Section 19.26.030(B).
Personal Services	1 per 300 sq. ft.
Retail Sales and Services	
Furniture, Large Appliance, Floor Covering	1 per 400 sq. ft.
General Retail	1 per 300 sq. ft.
Shopping Centers (minimum of 4 commercial establishments, designed or planned in a coordinated fashion, utilizing such elements as common access and parking)	Designed and planned at 1 per 200 sq. ft. As tenant spaces are leased, each tenant shall utilize the parking requirement for that use as outlined in this chapter
Specialized Education and Training	
Vocational Schools and Specialty Schools	1 per 50 sq. ft. of instructional area plus 1 per 250 sq. ft. of office area
Storage, Personal Storage	4 spaces plus 2 spaces for the manager’s quarters

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Facilities	

5. Industrial use types shall provide off-street parking spaces as follows, but no fewer than four spaces for each separate industrial use or tenant:

INDUSTRIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Day Care Centers, Secondary	None, see parking requirements for applicable industrial use type
Equipment and Material Storage Yards	1 per 300 sq. ft. plus 1 per 10,000 sq. ft. of yard area
General Industrial	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Hazardous Materials Handling	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Light Manufacturing	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Recycling, Scrap and Dismantling	
Enclosed	1 per 250 sq. ft. of office area, plus 1 per 10,000 sq. ft. of yard area
Unenclosed	
Research Services	1 per 3,000 sq. ft., plus 1 per company vehicle
Specialized Industrial	As determined as part of the design review approval
Wholesale and Distribution	
Light	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Heavy	

6. Transportation and communication use types shall provide off-street parking spaces as follows:

TRANSPORTATION	NUMBER OF PARKING SPACES REQUIRED

AND COMMUNICATION USE TYPES	
Antennas and Communications Facilities	
Developed Lot	None, see parking requirements for applicable use type
Undeveloped Lot	1 per full-time employee
Bus Depots	As required by Chapter 19.36
Heliports	As determined as part of the design review approval
Intermodal Facilities	As determined as part of the design review approval

B. Special Parking Requirements. The number of parking spaces required for uses not specifically listed in subsection A shall be determined by the Planning Manager based on common functional, product or compatibility characteristics and activities, as provided for in Section 19.08.050 (Classification of uses not specifically listed).

1. Uses Not Listed. The number of parking spaces required for uses not specifically listed in subsection A shall be determined by the Planning Manager based on common functional, product or compatibility characteristics and activities, as provided for in Section 19.08.050 (Classification of uses not specifically listed).

2. New Buildings or Development Projects Without Known Tenants. If the type of tenants that will occupy a non-residential building are not known at the time of the development entitlement or building permit approval, the amount of parking to be provided shall be:

The minimum number of parking spaces required by subsection A for any land use allowed on the site by the applicable zoning, provided that the Planning Manager determines the proposed building as designed can reasonably accommodate such use, and provided further a zoning clearance certification is obtained to authorize the use.

3. Mixed Use Projects. Where a project contains more than one major use classification (such as a residential and a commercial use), the amount of parking to be provided shall be the total of that required for each use, except as otherwise provided by subsection C (adjustment to number of required parking spaces).

4. Tenant Spaces with Multiple Functions. When a tenant has several functions, such as sales and office, the amount of parking to be provided for the tenant shall be calculated as specified by subsection A for the primary use, using the gross floor area of the tenant space.

5. Tenant Spaces with Accessory Storage. When a tenant has enclosed accessory storage in excess of 2,000 square feet, the required parking for that portion of the tenant space dedicated to storage shall be calculated as specified by subsection (A)(5) for warehousing which is one parking space per 1,000 square feet of warehousing. The required parking for the remainder of the tenant space shall be calculated as specified in subsection A using the primary use.

6. Changes in Use. When an existing use is enlarged, increased or intensified, or a new use having greater parking requirements than the previous use is proposed, the required number of parking spaces for the new use or existing, enlarged, increased or intensified use shall be calculated as specified by subsection A.

7. Rounding Off. When the required number of parking spaces is other than a whole number, the total number of spaces shall be rounded to the nearest whole number (0.49 and below round down, 0.50 and above round up).

8. Commercial Centers. Commercial centers and building complexes shall provide parking which is the sum of all users within the commercial center or building complex as specified in subsection A, regardless of whether or not the parking is provided on a single or multiple parcels. Where parking is provided on multiple parcels, reciprocal parking and access agreements shall be recorded to provide equal use and access to parking for all users within the commercial center or building complex.

9. Professional Office Uses. Professional office projects shall calculate parking based on the net leasable square footage of the proposed office building(s). Net square footage shall be 90 percent of the total square footage of the proposed building(s). The net square footage shall be determined at original building shell approval and subsequent tenant improvements shall not be granted any additional reduction for net square footage.

C. Adjustment to Number of Required Parking Spaces. The number of parking spaces required by subsection A may be reduced as follows:

1. Specific Plan Provisions. Provisions may be made in a specific plan to allow reductions in the number of required parking spaces based upon special provisions, such as providing golf cart or electric car parking where special provisions are made for golf carts or electric cars.

2. Parking Reductions for Shared Parking. If an applicant believes the number of parking spaces required for their building complex as specified in subsection A (which is the sum of all the users within the building complex) is not applicable because the hours of operation of different tenants/uses within the building complex will effectively allow for dual use of the parking spaces then the applicant may request an Administrative Permit. The Approving Authority shall be the Planning Manager. The applicant shall have the burden of proof for requesting a reduction in the total number of required off-street parking spaces, and documentation shall be submitted substantiating this request. Shared parking reductions shall only be approved by the Approving Authority if:

a. A sufficient number of spaces are provided to meet the greatest parking demand of the participating uses;

b. Satisfactory evidence is provided describing the nature of the uses and the times when the uses operate so as to demonstrate the lack of potential conflict between them;

c. Overflow parking will not impact any adjacent use; and

d. Additional documents, covenants, deed restrictions, or other agreements as may be deemed necessary by the Planning Manager are executed to assure that the required parking spaces provided are maintained and uses with similar hours and parking requirements as those uses sharing the parking facilities remain for the life of the project.

3. Parking Reductions for an Individual Use. If an applicant for a proposed use believes the number of parking spaces required for their use as specified in subsection A is not applicable because their use functions differently than the generic use type and associated parking standards established in this title, then the applicant may request an Administrative Permit. The Approving Authority shall be the Planning Manager. The applicant shall have the burden of proof for requesting a reduction in the total number of required off-street parking spaces, and documentation shall be submitted substantiating the request. Such documentation may include, but is not limited to: a parking study of another facility of the

same use which is similar in size and operation, calculating the required parking spaces with field data of peak parking usage. Reduced parking shall only be approved by the Approving Authority if:

a. Satisfactory evidence is provided describing the nature of the use, the operation and data from other facilities or similar facilities so as to demonstrate that the required parking standards are excessive and the proposed parking standards are appropriate; and

b. Overflow parking will not impact any adjacent use.

4. Parking Reductions for Eating and Drinking Establishments. The Approving Authority for any application for a parking reduction by an eating and drinking establishment as defined in Section 19.08.090(L) **shall be the Planning Commission.**

D. Downtown/Old Town Parking Requirements. All principally permitted uses within the historic district (HD) and central business district (CBD) zone districts, with the exception of community assembly, colleges and universities, and new uses requiring and discretionary permit shall be permitted in the HD and CBD zone districts without the need to provide additional off-street parking.

Community assembly, college and university uses and new uses which require a discretionary permit, shall comply with the parking standards specified in subsection A, or request approval of a parking reduction or variance from the parking standards.

SECTION 10. Section 19.26.040 of Chapter 19.26 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.26.040 Design and improvement of parking.

Parking spaces and areas shall be designed in accordance with this section.

A. Parking Lot and Parking Space Design and Layout. Except where otherwise provided by Section 19.26.030(C) (Adjustments to number of required parking spaces), parking spaces shall be designed as follows:

1. Parking Space Design. Except as provided below, all parking spaces shall be standard spaces, designed to accommodate full-sized passenger vehicles.

a. Parking Space Sizes. Standard spaces shall be a minimum of nine feet by 18 feet; compact car spaces shall be a minimum of nine feet by 16 feet; and parallel parking spaces shall be a minimum of 10 feet wide by 22 feet long. Accessible spaces shall be a minimum of nine feet by 18 feet with a five-foot loading area; an accessible van space shall be a minimum of nine feet by 18 feet with an eight-foot loading area.

b. Compact Car Space Substitution. Parking lots with a minimum of 20 parking spaces may substitute standard spaces with compact spaces for up to 30 percent of the total parking spaces required. Each compact space shall be labeled “COMPACT” or “C.”

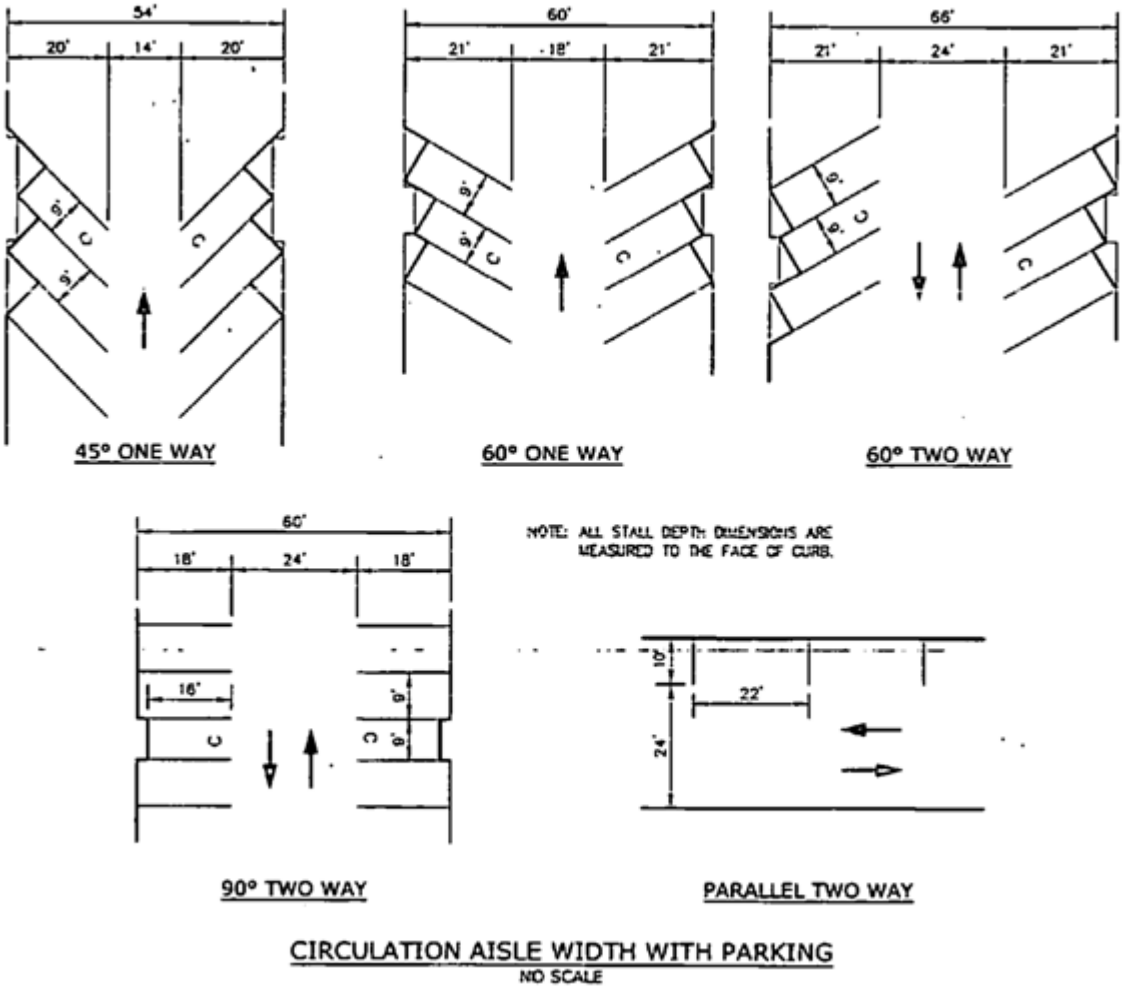
c. Motorcycle Space Substitution. Parking lots with a minimum of 40 parking spaces may substitute standard parking spaces with motorcycle spaces. One standard parking space may be replaced with a motorcycle space for each 40 required standard parking spaces. Motorcycle spaces shall be a minimum size of three by six feet.

d. Bicycle Space Sizes. Each bicycle space shall be a minimum of two feet by six feet to prevent encroachment into any walkway, parking space, landscape area or similar.

2. Parking Lot Design. The design and layout of parking lots shall conform to the following standards:

a. Circulation Aisle Width with Parking. The minimum width of a two-way drive aisle providing access to parking spaces shall be 24 feet. The minimum width of a one-way drive aisle providing access to parking spaces shall be as follows:

ANGLE	AISLE WIDTH
90°	24′
60°	18′
45°	14′
PARALLEL	12′



CIRCULATION AISLE WIDTH WITH PARKING
NO SCALE

Other parking designs utilizing other parking angles may be approved upon securing an Administrative Permit.

b. Circulation Aisle Width Without Parking. The minimum width of a two-way drive aisle with no parking on either side of the drive aisle is 20 feet. The minimum width of a one-way drive aisle with no parking on either side of the drive aisle is 12 feet.

c. Circulation Aisle for Emergency Access. The minimum width of a drive aisle needed for an emergency response vehicle shall be 20 feet.

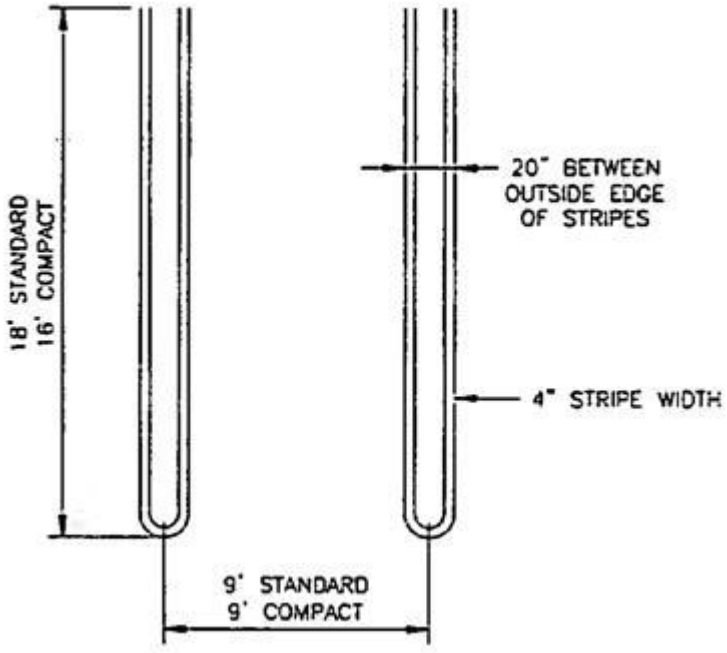
d. Vehicular Overhang. Vehicular overhang is permitted, provided no vehicle shall overhang into a sidewalk which would reduce the unencumbered width of a sidewalk to less than four feet. A vehicle is permitted to overhang into a landscaped area by two feet, provided that the required landscaped area is extended by two feet.

e. Perimeter Landscaping. Where a parking lot is adjacent to a public right-of-way, a landscape planter shall be established and continuously maintained between the public right-of-way and the parking lot. The minimum width of the landscape planter shall be determined by the design guidelines or the applicable specific plan landscape guidelines. In addition, all unused right-of-way between the public street and the parking lot shall be landscaped and maintained by the property owner.

f. Bicycle Racks and Lockers. When bicycle spaces are required, a bicycle rack or locker shall be installed. The bicycle rack shall be designed to allow a bicycle to be secured to the rack. The location of the bicycle rack or locker shall not encroach into the sidewalk which would reduce the unencumbered width of the sidewalk to less than four feet and shall provide adequate clearance surrounding the rack or locker such that bicycles shall not encroach into any walkway, parking space, landscape area or similar.

g. Curb Stops. A permanent curb, bumper, wheel stop or similar device at least six inches in height shall be installed adjacent to sidewalks, planters and other landscaping areas, parking lot fixtures and buildings and walls to protect these improvements from vehicular damage. The stopping edge of such protected bumper shall be placed no closer than two feet from the above noted improvement.

h. Parking Space Design. All parking spaces shall be delineated and separated by a painted divider (double stripe) as shown on the typical stall illustration below. The stripes shall be a four-inch solid line painted either white or yellow in color. The use of graphics or text in or around the striping is prohibited. The striping shall be maintained in a clear and visible manner.



However, existing parking areas with single striping, which require additional parking spaces or modified parking spaces due to building expansion, parking lot restriping or reconfiguration may maintain the single striping upon securing an Administrative Permit.

B. Controlled Access Required. All parking spaces (including garage spaces) required for any land use other than a single-family or two-family dwelling shall be designed and located to provide for vehicle maneuvering on the site so that vehicles will enter any adjacent public right-of-way or private road in a forward direction.

C. Location of Parking on a Single-Family Lot. Parking spaces may be located as needed on a site, provided that no required parking space shall be located within a front or street side setback required by Article II (Zoning Districts and Permitted Uses) except as provided in Chapter 19.60 (Accessory Dwelling Units), or other use types (community care facility, congregate residence and rooming and boarding house) according to Section 19.26.030. A driveway providing access to a street may be located within a front or street side setback.

D. Surfacing of Parking Areas. Required parking and circulation areas shall be surfaced with asphalt concrete or Portland cement concrete, or other approved all-weather, hard, non-eroding surface. It shall be the responsibility of the property owner to insure that the surface is maintained free from significant cracks or holes.

E. Specialized Parking and Circulation. The standards of this subsection apply to the design and construction of specialized parking and on-site circulation facilities. Additional information regarding stacking capacity for drive through facilities and other types of uses with stacking, are contained in the community design guidelines.

1. Drive-Through Facilities. The following requirements apply to any use with drive-through facilities:

a. Separation and Marking of Lanes. Drive-through aisles shall be a minimum of 12 feet wide and shall be separated from other circulation aisles necessary for ingress or egress, or aisles providing access to any parking space. Each such aisle shall be striped, marked, or otherwise distinctly delineated.

F. Loading Requirements. Loading shall be provided as identified below:

1. No Maneuvering Within Public Rights-of-Way. All site designs shall be designed so as to prevent truck back-up maneuvering within the public right-of-way.

2. Design. If a loading area is required, the location, number, size and access of the loading area will be determined pursuant to design review.

SECTION 11. Section 19.28.060 of Chapter 19.28 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.28.060 Eligibility and application requirements for incentives.

A. Available Incentives. A housing development qualifying for a density bonus may be entitled to at least one incentive. Incentives may include, but are not limited to:

1. A reduction in site development standards such as:

a. Reduced minimum lot sizes and/or dimensions.
b. Reduced minimum lot setbacks.
c. Reduced minimum outdoor and/or private outdoor living area.
d. Increased maximum lot coverage.
e. Increased maximum building height and/or stories.

f. Reduced on-site parking requirements.
g. Reduced street standards.

2. A reduction in architectural design requirements.

3. A density bonus greater than the amount required by this chapter.

4. Other regulatory incentives proposed by the developer or the City, which result in identifiable, financially sufficient, and actual cost reductions.

B. Parking Requirements. If an applicant qualifies for a density bonus pursuant to this chapter, the applicant may request, in addition to any requested incentive(s), that reduced parking requirements be applied to the project in place of the City's current parking requirements. The parking requirement is inclusive of accessible and guest parking for the entire housing development, but shall not include on-street parking spaces in the count towards the parking requirement. The housing development may provide onsite parking through tandem or uncovered parking, but not through on-street parking. In calculating the number of parking spaces required for a development, if the total number of parking spaces is other than a whole number, the number shall be rounded up to the next whole number.

1. Except as otherwise provided in this subsection, the following parking requirements shall apply:
a. Zero to one bedroom: one on-site parking space.
b. Two to three bedrooms: one and one-half on-site parking spaces.
c. Four or more bedrooms: two and one-half on-site parking spaces.

2. If the housing development includes at least 20 percent lower income units or at least 11 percent very low income units, is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then the parking requirement shall be one-half on-site parking space per unit.

3. If a housing development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California Health and Safety Code as may be amended from time to time, then no parking spaces shall be required as long as the development meets either of the following criteria:
a. The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development; or
b. The development is a for-rent housing development for individuals who are 62 years of age or older that complies with Sections 51.2 and 51.3 of the California Civil Code as may be amended from time to time, and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

4. If a housing development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California Health and Safety Code as may be amended from time to time, and the development is either a special needs housing development, as defined in Section 51312 of the California Health and Safety Code as may be amended from time to time, or a supportive housing development, as

defined in Section 50675.14 of the California Health and Safety Code as may be amended from time to time, then no parking spaces shall be required. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

C. Eligibility for Incentives. Incentives are available to a housing developer as follows:

1. One incentive for housing developments that: (a) restrict at least 10 percent of the total units to lower income households, at least five percent for very low income households, or at least 10 percent for persons and families of moderate income in a common interest development; or (b) are for senior housing.

2. Two incentives for housing developments that restrict at least 17 percent of the total units to lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a common interest development.

3. Three incentives for housing developments that restrict at least 24 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a common interest development.

4. Four incentives for housing developments that restrict 100 percent of the units, including total units and density bonus units, but exclusive of a manager's unit or units, dedicated to lower income households, except that up to 20 percent of the units, including total units and density bonus units, may be dedicated to moderate income households. If the project is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

5. One incentive or concession for projects that include at least 20 percent of the total units for lower income students in a student housing development.

SECTION 12. Section 19.34.020 of Chapter 19.34 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.34.020 Permit requirements.

A. Telecommunications facilities are permitted as identified in Article II. Satellite dish antennas and ham radio antennas are permitted as accessory structures pursuant to Section 19.22.030.

B. The following types of telecommunication facilities are exempt from permit provided they meet the following requirements:

1. Antennas and/or related telecommunication equipment attached to an existing monopole, tower, or similar structure provided the equipment does not increase the height of the existing monopole, tower, or structure by more than 10% or one additional antenna array not more than 20 feet (whichever is greater).

2. Antennas and/or related telecommunication equipment located on an existing building provided the equipment does not increase the height by more than 10% or one additional antenna array not more than 20 feet (whichever is greater) and the antennae does not

conflict with the architectural treatment of the building and is screened from public view or painted to match the exterior of the building.

3. Equipment shelters/cabinets may be located on site as long as they do not adversely impact the approved building, parking and landscape design and shall be no larger than 160 square feet in size with a maximum height of six feet. Existing equipment shelters/cabinets may be modified by no more than 30 feet beyond existing site boundaries or no more than 10% larger in height as defined by Section 6409(a) of the Spectrum Act of 2012, as may be amended from time to time.

4. All proposed telecommunication equipment shall conform to the standards identified in Section 19.34.030.

5. In residential zone districts, HAM radio antennas are subject to a 35-foot height limit if ground mounted. If roof mounted, the antenna may exceed the height limit of the zone district by 15 percent. HAM radio antennas shall maintain a minimum five-foot setback from any property line.

C. The following telecommunication facilities may be approved pursuant to an Administrative Permit and must comply with Federal Communications Commission "shot clock" ruling as necessary.

1. Monopoles/towers and related facilities not exceeding 60 feet in height;

2. Monopoles/towers not located between a building and an adjacent street;

3. Antennas or related telecommunication equipment that increases the height of a building but does not exceed more than one half the height of the building on which the equipment will be located;

4. Antennas and related telecommunication equipment not painted or screened to match the existing pole/tower, building or roof;

5. In R-1 single-family residential zones and properties designated as open space such facilities will be allowed as long as the facility meets the standards of this section, are co-located within the footprint of an existing tower or attached to a monopole, tower or similar structure, and do not require permanent roadway or driveway access improvements; and

6. Equipment buildings, shelters and cabinets larger than 160 square feet in size and/or more than six feet in height provided they are screened from public view (street).

D. Cellular facilities and equipment that does not conform to the provisions identified within subsections A and B may be approved pursuant to approval of a Conditional Use Permit.

E. The following activities are prohibited on telecommunication facilities.

1. Advertising. No advertising or display is permitted on any telecommunication facility or related equipment.

SECTION 13. Section 19.38.030 of Chapter 19.38 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.38.030 Development and management standards.

A. Distance Separation Requirements. No emergency shelter shall be located within 250 feet of any other emergency shelter.

B. Occupancy. An emergency shelter shall not exceed 40 residents, excluding staff.

C. Length of Occupancy. Any single resident's stay shall not exceed six consecutive months.

D. Zone Specific Development Standards. An emergency shelter shall comply with all development standards of the applicable zoning district in which it is located.

E. Parking Requirements. Emergency shelters shall provide one parking space for every staff member.

F. Management. An emergency shelter must adequately comply with the management standards:

1. There shall be space inside the building so that prospective and current residents are not required to wait on sidewalks or any other public rights-of-way.

2. Security shall be provided on-site during hours of operation.

3. On-site management shall be provided by at least one emergency shelter staff member at all times while residents are present at the shelter.

4. Emergency shelter lighting shall be consistent with the City of Roseville's adopted Building Code.

G. When Conditional Use Permit Required. An emergency shelter that does not meet the development and management standards of this section or is located within the GC, HC, CMU, M1, M2, and MMU zones shall be required to obtain a Conditional Use Permit.

H. Conditional Use Permit Conditions of Approval and Findings.

1. In review of an application for a Conditional Use Permit for an emergency shelter, the Approving Authority shall review the requirements of this section and may approve reasonable deviations from the requirements of this section and may approve additional conditions consistent with protecting public health, safety and welfare provided that such conditions do not render the project infeasible.

2. Notwithstanding Section 19.78.060(A), and consistent with Government Code Section 65589.5 as may be amended from time to time, in approving a Conditional Use Permit the Approving Authority shall only make the specific finding that the application would not have a specific adverse impact upon the public health or safety.

SECTION 14. Section 19.46.020 of Chapter 19.46 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.46.020 General requirements.

A. Location. Consistent with Section 1596.72 of the Health and Safety Code as may be amended from time to time**,** large family day care home may be located in a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential uses.

B Noise. It is intended that noise from outdoor play areas be kept to a level consistent with residential neighborhoods. To attain this intent and reduce possible noise impacts, outdoor play/activity areas shall only be used between the hours of 8:00 a.m. to 6:00 p.m. Additionally, radio or other electronic amplification devices, if used, shall be played at volumes which are not audible beyond the exterior boundary of the large family day care home site.

SECTION 15. Section 19.46.030 of Chapter 19.46 of Title 19 of the Roseville Municipal Code is hereby deleted in its entirety.

SECTION 16. Section 19.46.040 of Chapter 19.46 of Title 19 of the Roseville Municipal Code is hereby deleted in its entirety.

SECTION 17. Chapter 19.47 of Title 19 of the Roseville Municipal Code is hereby added to read as follows:

19.47.010 Purpose.

A Low Barrier Navigation Center offers housing or shelter to a resident who is homeless or at risk of homelessness to live temporarily while they wait to move into permanent housing. It offers services to connect people to permanent housing through a services plan that identifies services staffing. A Low Barrier Navigation Center shall be low barrier and culturally competent, and shall be focused on providing support for moving people out of crisis and into permanent housing as quickly as possible.

19.47.020 General Requirements.

A. **Location**. A Low Barrier Navigation Center development is a use by right in areas zoned for mixed use and nonresidential zones permitting multi-family uses.

B. Standards.

1. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
2. It is linked to a coordinated entry system, so that staff in the interim facility or staff who colocate in the facility may conduct assessments and provide services to connect people to permanent housing.
3. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code as may be amended from time to time.
4. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations as may be amended from time to time.
5. Within 30 days of receipt of an application for a Low Barrier Navigation Center development, the local jurisdiction shall notify a developer whether the developer's application is complete pursuant to Government Code Section 65943. Within 60 days of receipt of a completed application for a Low Barrier Navigation Center development, the local jurisdiction shall act upon its review of the application.

Low Barrier Navigation Centers shall remain in effect only until January 1, 2027, or unless otherwise extended by the State.

SECTION 18. Section 19.52.020 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.52.020 Regulations

Outdoor restaurant seating is permitted provided the following conditions are met:

A. A minimum horizontal clearance of four feet from the street curb to the tables and chairs shall be maintained at all times, free from open car doors, car bumper overhangs or other encroachments;

B. Tables and chairs shall be limited to the area immediately adjacent to the restaurant use;

C. Outdoor restaurant seating may be uncovered, partially covered or fully covered by means of umbrellas, awnings or canopies;

D. Decorative or accent lighting may be incorporated into the awning or canopy;

E. Tables and chairs shall be movable unless otherwise approved by the Planning Manager;

F. Full service eating and drinking establishments using outdoor restaurant seating that is enclosed for service from a single restaurant shall provide one space for every 100 square feet of outdoor seating area in addition to indoor parking requirements identified in Section 19.26.030. Fast food establishments using outdoor restaurant seating shall provide one space for every 100 square feet of outdoor seating area in addition to indoor parking requirements;

G. Full service eating and drinking establishments that provide unsecured outdoor restaurant seating, that is available for use by multiple establishments, are not required to provide additional parking provided that the boundary, as required by the State Department of Alcoholic Beverage Control (ABC), is transparent; does not exceed three feet in height, or as required by ABC; and does not include improvements to enclose, cover, or further improve the site such that a building permit would be required or that would create an exclusive use area protected from the elements;

H. Alcoholic beverages shall not be served or consumed in a public right-of-way;

I. Outdoor restaurant seating areas shall be maintained free of garbage and other debris; and

J. Outdoor restaurant seating areas shall not violate any condition of an approved design review or Conditional Use Permit.

SECTION 19. Section 19.61.030 of Chapter 19.61 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.61.030 Applicability.

A. The following constitutes the current list of significant buildings.

Property Name	Address	APN
West House	345 Atlantic St.	013-092-010-000
Barker Hotel	302 Lincoln St.	012-122-003-000
Bank of Italy Building	341 Lincoln St.	012-200-008-000
McRae Building	100 Main St.	011-146-024-000
Haman House	424 Oak St.	013-123-018-000
Odd Fellow Hall	110-112 Pacific St.	012-200-012-000
Kaseberg House (including Victorian mansion and brick structures)	16 Richards Dr.	015-350-016-000
Citizens Bank	201 Vernon St.	013-093-007-000
Vernon Street Hotel	222-226 Vernon St	013-093-005-520

Masonic Building (Roseville Theater)	235-245 Vernon St.	013-093-003-000
Tower Theater	417 Vernon Street	013-123-026-000
Placer County Exhibit Building	700 Vernon St.	013-250-014-000
First Methodist Church	109 Washington Blvd.	012-123-009-000
Hemphill House (McAnally)	315 Washington Blvd.	011-144-001-000

B. The list of properties contained in subsection A may be amended in the manner set forth in Chapter 19.86, Zoning Ordinance Amendments, of this title with the following additional provision:
    1. Any person may request the listing of a building by submitting an application to the Planning Manager. The Planning Manager or City Council may also initiate such proceedings on its own motion. The application shall include a statement explaining the reason(s) the building should be listed.

SECTION 20. Section 19.76.140 of Chapter 19.76 of Title 19 of the Roseville Municipal Code is deleted in its entirety.

SECTION 21. Section 19.76.210 of Chapter 19.76 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.76.210 Extension.

The period within which effectuation of a permit must occur may be extended by the Planning Manager's approval of an Extension (EXT), except for major project permits. An application for such an extension shall be filed pursuant to this chapter.
The Planning Manager may grant an extension for a permit which has been approved but has not been effectuated. The approval of an extension extends the expiration date for a minimum of one year from the original permit date except for major permits. The permit as extended, may be conditioned to comply with any development standards which may have been enacted since the permit was initially approved. The extension shall be granted if the findings specified in Section 19.78.060(D) are made. Any extension may require a public hearing at the discretion of the Planning Manager.

SECTION 22. Section 19.78.070 of Chapter 19.78 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.78.070 Required findings for disapproval of affordable housing development projects and emergency shelters.

A. As set forth in California Government Code Section 65589.5 (d) as may be amended from time to time, the Approving Authority may not disapprove a housing development project for very low, low, or moderate income households, or an emergency shelter, unless it makes written findings as to one of the following:

1. The City has adopted a housing element in accordance with state law that is in substantial compliance with state law and the City has met or exceeded its share of the regional housing

need allocation pursuant to California Government Code Section 65584, as may be amended from time to time, for the planning period for the income category proposed for the housing development project. In the case of an emergency shelter, the City has met or exceeded the need for emergency shelter, as identified pursuant to California Government Section 65583(a)(7), as may be amended from time to time.

2. The housing development project or emergency shelter as proposed would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households or rendering the development of the emergency shelter financially infeasible.

3. The denial of the housing development project or imposition of conditions is required in order to comply with specific state or federal law, and there is no feasible method to comply without rendering the development unaffordable to low and moderate income households or rendering the development of the emergency shelter financially infeasible.

4. The housing development project or emergency shelter is proposed on land zoned for agriculture or resource preservation that is surrounded on at least two sides by land being used for agricultural or resource preservation purposes, or which does not have adequate water or wastewater facilities to serve the project.

5. The housing development project or emergency shelter is inconsistent with both this Zoning Ordinance and General Plan land use designation as specified in any element of the General Plan as it existed on the date the application was deemed complete, and the City has adopted a housing element in accordance with state law that is in substantial compliance with state law.

B. The words and phrases used in this section shall have the meanings respectively ascribed to them by California Government Code Section 65589.5.

SECTION 23. Section 19.78.080 of Chapter 19.78 of Title 19 of the Roseville Municipal Code is hereby added to read as follows:

19.78.080 Required findings for disapproval of housing development projects meeting standards.

A. As set forth in California Government Code Section 65589.5(j), as may be amended from time to time, when a proposed housing development project complies with applicable, objective General Plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was deemed complete, the Approving Authority may not disapprove the project, or impose a condition that the project be developed at a lower density, unless it makes written findings that both of the following conditions exist:

1. The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this section, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

2. There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to subsection (A)(1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

B. The words and phrases used in this section shall have the meaning respectively ascribed to them by California Government Code Section 65589.5, as may be amended from time to time.

SECTION 24. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 25. 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 #: 2201
File #: 0600-02

Title:	Out-of-State Travel - Information Technology Department
Contact:	Tyler Adams 916-746-1174 tadams@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.20.

RECOMMENDATION TO COUNCIL

Recommend the City Council approve out-of-state travel request for an additional Information Technology Department staff member to attend the Maximo World Conference in Austin, Texas in August of 2022.

BACKGROUND

The Maximo World User Conference focuses on improving Enterprise Asset Management systems, including Maximo and Tririga. The trainings are centered around how companies can implement new processes and IT efficiencies to reduce company costs and downtime. Additional trainings are offered in technical areas such as automation and mobile device innovation, as well as business process areas that cover reliability, sustainability, condition assessment and monitoring.

FISCAL IMPACT

The cost for transportation, lodging and conference costs is estimated to be $4,000 per employee. Funding is included in the FY2022-23 Information Technology Operations Fund budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of out-of-state travel meets the above criteria and is not subject to CEQA. No additional environmental review is required.

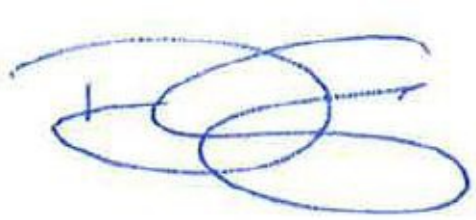
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tyler Adams, Acting IT Program Manager

Hong Sae, Chief Information Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Maximo World 2022

Information Technology FY2021-2022 Out-of-State Travel Requests

[HOME - MaximoWorld Austin 2022 (cvent.com)]



COUNCIL COMMUNICATION

CC #: 2202
File #: 0600-02

Title: Out-of-State Travel - Information Technology Department
Contact: Hong Sae 916-774-5152 hsae@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 6.21.

RECOMMENDATION TO COUNCIL

Staff requests that City Council approve out-of-state travel for one Information Technology Department staff member to attend the 15th Annual Multi-State Information Sharing and Analysis Cybersecurity (MS-ISAC) Conference (Department of Homeland Security (DHS) - Multi-State Information Sharing and Analysis Center) in Baltimore, Maryland from August 6th to August 10th, 2022.

BACKGROUND

The annual MS-ISAC Conference is about networking, training and learning from cybersecurity experts about the latest methods and tools to protect against cyber-attacks – today and into the future. The theme of this year's meeting is Connect, Secure, and Mature. The MS-ISAC has approved for one Roseville staff member to attend the conference in Baltimore, Maryland, with the airfare, hotel, and conference registration fee covered by the conference organizer.

The agenda will address a variety of important topics:
* Cybersecurity grants
* Endpoint security procurement, deployment, and implementation
* Essential Guide to Election Security
* Hiring, training, staffing, and retention
* Implementing CIS and ISAC services
* Implementing cloud services and cloud security
* Implementing cyber insurance
* Implementing Multi-Factor Authentication (MFA)
* Implementing vulnerability management, disclosure, and sharing
* Implementing DHS services
* Incident response, recovery and threat hunting
* Mitigating Distributed Denial of Services (DDoS) and ransomware attacks
* Procurement strategies for state, local, tribal, territorial, and election officials
* Protecting election officials from threats/doxing
* Whole of state approach to cybersecurity

FISCAL IMPACT

The airfare, hotel, and conference registration fee will be covered by the conference organizer. The estimated cost to the City for airport parking, per diem for meals and incidentals, and shuttle or taxi costs are approximately $400. There are sufficient funds in the Information Technology Department training budget in the Information Technology Operations Fund to cover the expense. There is no other cost to the City or fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

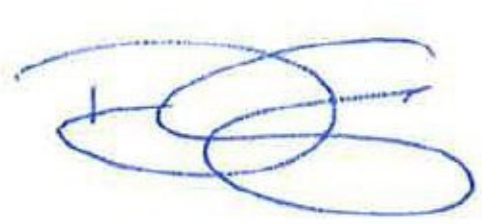
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of out-of-state travel meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain A Safe and Healthy Community

Respectfully Submitted,

Hong Sae, Chief Information Officer



_____

Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 2222
File #: 0709-05

Title:	Letter of Support for The Gathering Inn's State of California Community Care Expansion Program Funding Application
Contact:	Dion Louthan 916-774-5362 dlouthan@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Recommend City Council provide direction to Staff regarding a letter of support for The Gathering Inn's application to the California Department of Health Care Services and California Department of Social Services Community Care Expansion (CCE) program for California Health and Human Services Agency (CalHHS) infrastructure funding to establish a 20-person medical respite center in Roseville, California and, if direction is given to prepare said letter of support, adopt a Resolution authorizing the Mayor to sign any such letter on behalf of the City.

BACKGROUND

Contingent on site control and funding, The Gathering Inn (TGI) is proposing a 20-person medical respite center at 300 Elefa Street, Roseville, CA 95678. The proposed site is located in the Los Cerritos neighborhood and within an approximate 500 feet radius of Woodbridge Elementary School. At the May 18, 2022, City Council meeting Council approved the following actions for a portion of right of way (ROW) south of Lot 7038, which is located on Elefa Street and immediately adjacent to the proposed site:

1. Adopted a resolution vacating the ROW in a portion of ROW south of Lot 7038 and authorized the City Manager to execute a Quitclaim Deed of the portion of ROW to Albert Francis Development, Inc., and

2. Authorized the City Clerk to record the Quitclaim Deed, the Resolution, and anything else necessary to effectuate the intent of these actions after the City has complied with the 30-day California Department of Housing and Community Development review process.

Medical respite care is acute and post-acute care for persons experiencing homelessness who are too ill or frail to recover from a physical illness or injury on the streets but are not ill enough to be in a hospital. TGI's proposed medical respite center is anticipated to provide:

- Housing for up to 6 weeks or 90 days with authorization;
- Assistance with follow-up medical appointments and establishing continuing primary care;

· Case management to develop a plan for housing after discharge and access available public programs and resources; and
· Behavioral health assessments and referral for services.

The proposed center will be an expansion of TGI's current 10-bed medical respite center located in Auburn. TGI has been successfully operating the Auburn center since 2009, and serves approximately 75 people annually. This expansion would allow for an additional 210 guests served annually between the two locations. As a part of their outreach process, TGI represents they have met with surrounding neighbors to address any issues or concerns with the proposed center.

On June 3, 2022, the California Department of Health Care Services (DHCS) and Department of Social Services (CDSS) released a joint Request for Applications (RFA) for $570 million in CalHSS infrastructure funding under the Community Care Expansion program for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities serving Supplemental Security Income/State Supplementary Payment (SSI/SSP) and Cash Assistance Program for Immigrants (CAPI) applicants and recipients, including those who are experiencing or at risk of homelessness. If funding is granted, TGI will have to commit to operating the site per the program for a period of 30 years. TGI is pursuing an application for funding under this RFA to support the expansion of its medical respite center in Roseville. The application indicates stakeholder engagement at the local level is very important to the success of the project and a requirement for funding.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The proposed letter of support meets the above criteria and is not subject to CEQA. No additional environmental review is required.

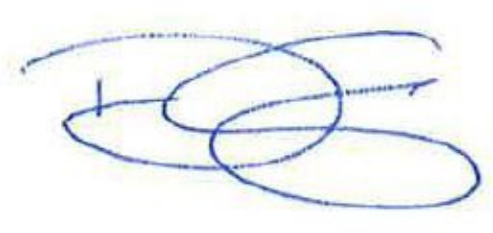
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Dion Louthan, Assistant City Manager

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Reso 22-286

RESOLUTION NO. 22-286

LETTER IN SUPPORT FOR THE GATHERING INN'S APPLICATION TO THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES AND CALIFORNIA DEPARTMENT OF SOCIAL SERVICES COMMUNITY CARE EXPANSION PROGRAM

WHEREAS, on June 3, 2022, the California Department of Health Care Services and Department of Social Services released a joint Request for Applications (RFA) for $570 million in infrastructure funding under the Community Care Expansion program for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities serving Supplemental Security Income/State Supplementary Payment and Cash Assistance Program for Immigrants applicants and recipients, including those who are experiencing or at risk of homelessness; and

WHEREAS, contingent on site control and funding, The Gathering Inn (TGI) is proposing a 20-person medical respite center at 300 Elefa Street; and

WHEREAS, TGI is pursuing an application for funding under this RFA to support the expansion of its medical respite center in Roseville; and

WHEREAS, the proposed center will be an expansion of TGI's current 10-bed medical respite center located in Auburn.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that City Staff is directed to prepare a Letter of Support for The Gathering Inn's application to the California Department of Health Care Services and California Department of Social Services Community Care Expansion program for California Health and Human Services Agency infrastructure funding and said Letter of Support may be executed by the Mayor, or her designee, on behalf of the Council of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____

COUNCIL COMMUNICATION

CC #: 2214
File #: 0203-07

Title:	75kVA Distribution Transformers – Sole Source Purchase Order
Contact:	Ozro Corulli 916-774-5586 ocorulli@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a sole source purchase order for fifty pad-mounted 75kVA single phase distribution transformers. In addition, staff requests authority for the Electric Utility Director or designee to approve up to a ten percent (10%) contingency for unforeseen change orders.

BACKGROUND

Along with electric utilities nationwide, Roseville Electric Utility has been confronted with a shortage of electric utility transformers. This critical equipment is necessary to provide electric service to customers and support new residential and commercial development in Roseville. Roseville Electric Utility currently procures all needed distribution transformers through Mader Supply - representing Howard Industries. Mader Supply was the lowest responsive bidder to RFQ 10-3177 issued in 2018 and is currently in year 3 of 4 optional renewal years. Transformer manufacturers are struggling to get the specialized raw materials, including “core” steel used in transformer production. The shortage is exacerbated by competition for that same steel from the auto industry and labor shortages. Current lead times for single phase distribution transformers have risen over 400% and are projected to be 10-14 months after receipt of order, with no guaranteed delivery date.

Staff continues to seek additional vendors to meet the development and maintenance needs of the City including contacting all bidders from the original RFQ to receive new quotes. Staff has also expanded the search beyond domestic suppliers with KP Electric, represented by Anixter Inc., being the most responsive in design understanding and an estimated lead time of 150 days. In addition to a lower lead time, the KP Electric unit price is lower than recent quotes from Mader due to rapid price increases seen industry wide over the past several years. Purchasing these fifty transformers will help meet the City’s anticipated development and maintenance needs over the next three years.

FISCAL IMPACT

The estimated cost of the transformer purchases is $408,103 with a ten percent (10%) contingency ($40,810) for unforeseen inflated material and/or shipping costs for a total of $448,913. Funding is included in the Electric Fund budget for FY2022-23.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a purchase order meets the above criteria and is not subject to CEQA. No additional environmental review is required.

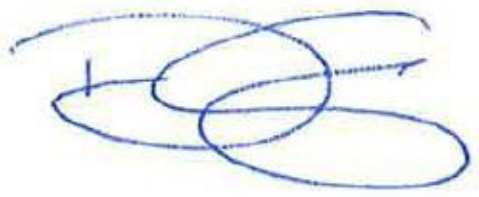
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Ozro Corulli, Sr. Power Engineer

Dan Beans, Electric Utility Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-280

RESOLUTION NO. 22-280

APPROVING A SOLE SOURCE PURCHASE ORDER FOR
75kVA DISTRIBUTION TRANSFORMERS

WHEREAS, a sole source purchase order with Anixter, Inc. for 75kVA Distribution Transformers, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 2219
File #: 0900-04-01 & 0201-01

Title:	2021 General Fund Arterial Resurfacing Project - Award of Contract and Budget Adjustment
Contact:	Joseph Arino 916-774-5460 jarino@roseville.ca.us

Meeting Date: 7/20/2022
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council:

1. Award the 2021 General Fund Arterial Resurfacing Project to the low bidder, A. Teichert & Son, Inc. dba Teichert Construction for $4,160,910; and adopt a resolution authorizing the City Manager to execute the agreement and provide change order authority of 15% of the contract amount ($624,137); and
2. Adopt the attached ordinance for a budget adjustment in the amount of $1,400,000 from the Highway Users Tax Fund to fully fund project construction.

BACKGROUND

At the February 2, 2022 meeting, Council approved a budget adjustment allocating $4,400,000 of FY2020-21 General Fund year-end surplus to the 2021 General Fund Arterial Resurfacing Project for design, construction and soft costs. The scope of this project includes: replacement of failed sections of asphalt roadway pavement; resurfacing; and replacement of signal detector loops that are within the vicinity of pavement replacement at various locations throughout the City. The streets included in the project are portions of: Pleasant Grove Blvd; Douglas Blvd; Cirby Way; Rocky Ridge Dr; South Cirby Way; and Old Auburn Rd.

Federal guidelines also require we upgrade ADA ramps and sidewalks as needed prior to resurfacing, so those improvements were also included in this project.

Staff determines which Roseville streets are to be resurfaced with the aid of a pavement management system software that optimizes the timing of resurfacing projects based upon road condition and available funding.

At the May 18, 2022 meeting, Council approved the plans and specifications for the project. The bid opening was held on June 7, 2022 and a total of five bids were received.

The engineer's estimate and bids are as follows:
Engineer's estimate: $3,111,710
Teichert Construction: $4,160,910
VSS International: $4,420,120
Martin Brothers: $4,702,780
Pavement Coatings: $4,845,913
Central Valley Asphalt: $4,904,821

Staff has reviewed the low bid from A. Teichert & Son, Inc. dba Teichert Construction and has found it to be complete and in order.

Construction of ADA ramp and sidewalk repairs has been completed by a separate on-call agreement. The resurfacing portion of the 2021 General Fund Arterial Resurfacing Project is anticipated to begin in early August 2022 and be completed by the end of November 2022. Temporary lane closures will be required to facilitate construction, but all roads will remain open during construction. Working hours will vary depending upon the specific traffic characteristics of each roadway. Due to high traffic volumes on arterial segments during the day, night work may be necessary along most roadways.

Public Outreach

Staff will be working with the Public Affairs & Communications Department to share the latest project information through the City's communication channels. About two weeks before the planned work, digital message boards will be placed at locations throughout the project area to notify the traveling public about the project, dates/times, and any potential traffic impacts expected with the work. Mailers will be sent to residents and businesses adjacent to the project area explaining the planned work, the type of pavement treatment that will be used, and what the recipients can expect before, during, and after the project.

FISCAL IMPACT

The total project cost is approximately $5,800,000, and includes the existing budget of $4,400,000 of FY2020-21 General Fund year-end surplus resources. A budget adjustment of $1,400,000 from the Highway Users Tax (HUT) Fund is required to cover all construction, contingency, and soft costs.

A complete project budget breakdown is included below:

Construction Contract:	$4,160,910
Construction Contingency (15%)	$624,137
Construction Management & Inspection	$440,000
City Staff time (entire project duration, including design)	$220,000
ADA Ramp & Sidewalk Construction (completed by on-call contractor)	$354,953

ENVIRONMENTAL REVIEW

The proposed project involves the repair and maintenance of existing facilities. This activity is

categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

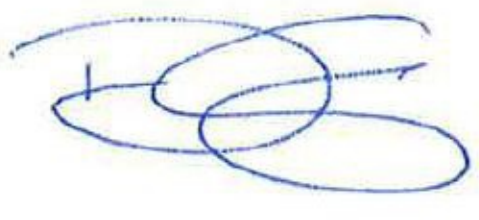
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joe Arino, Assistant Engineer

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Exhibit A - Area Map

Resolution 22-285

Agreement

Ordinance 6535

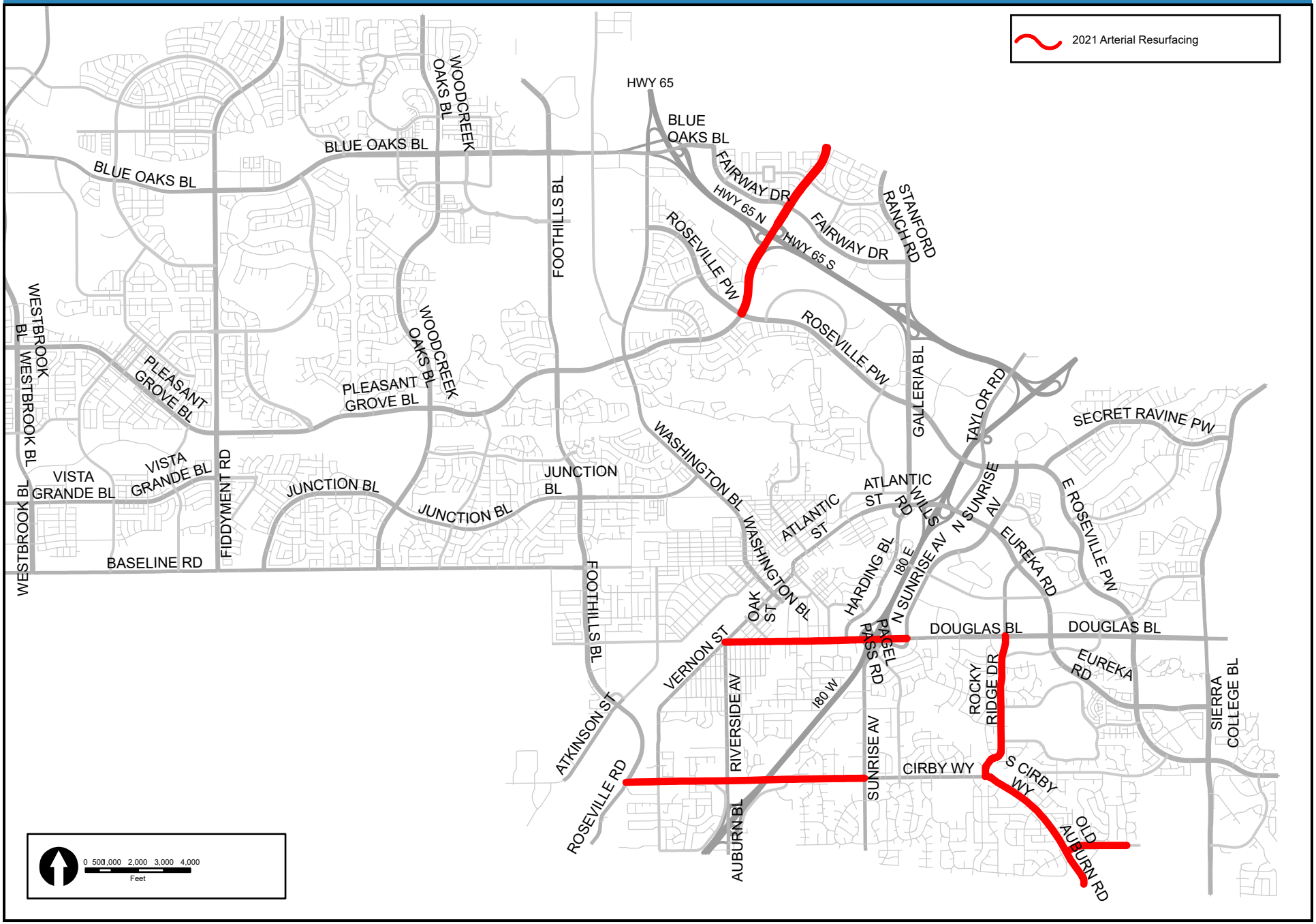
Budget Adjustment

Bid Summary

CITY OF ROSEVILLE CALIFORNIA

Exhibit A - 2021 General Fund Arterial Resurfacing Project

Public Works - Engineering



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RESOLUTION NO. 22-285

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the 2021 General Fund Arterial Resurfacing Project, by and between the City of Roseville and A. Teichert & Son, Inc. dba Teichert Construction, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed fifteen percent (15%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

AGREEMENT

THIS AGREEMENT, is made and entered into this _____day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and Teichert Construction, a Corporation, ("CONTRACTOR"); and

WITNESSETH:

WHEREAS, the City Council of the CITY, at a meeting held on the 18th day of May, 2022, approved plans and specifications for the 2021 Arterial Resurfacing Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 7th day of June, 2022; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the 20th day of July, 2022, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the 2021 Arterial Resurfacing Project in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR Four million, one-hundred and sixty thousand, nine-hundred and ten dollars ($4,160,910.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $ 3,000 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 70 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE	CONTRACTOR
Public Works - Engineering	Eric Stannard
311 Vernon St.	A. Teichert & Son, Inc. dba Teichert Construction
Roseville, CA 95678	400 Sunrise Ave., Suite 300
916-746-1300	Roseville, CA 95661

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____day of _____, 20_____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

A. Teichert & Son, dba Teichert Construction, a Corporation

BY: _____
its: Eric D. Stannard, Vice President Public Works

and

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: JASON SHYKOWSKI

Title: Public Works Director

ORDINANCE NO. 6535

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2022-23, is hereby amended as listed on the attached budget adjustment for the 2021 General Fund Arterial Resurfacing Project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Joe Arino, Assistant Engineer | FISCAL YEAR: 2022-23

PREPARER NAME & TITLE: Joe Arino, Assistant Engineer | COUNCIL DATE (if applicable): 7/20/2022

DEPARTMENT/DIVISION: Public Works Engineering | ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	5411	84001	500224	1,400,000	Project Budget for Construction
			TOTAL	1,400,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	1,400,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	3601	00000		(1,400,000)	Reduce Highway Users Tax Fund Balance
			TOTAL	(1,400,000)	

Justification for Budget Adjustment:

This budget adjustment is requested to fund the construction of 500224 - 2021 General Fund Arterial Resurfacing Project. The scope of this project consists of replacement of failed sections of asphalt roadway pavement; resurfacing; and replacement of signal detector loops that are within the vicinity of pavement replacement at various locations throughout the City. The streets included in the project are portions of: Pleasant Grove Blvd; Douglas Blvd; Cirby Way; Rocky Ridge Dr; South Cirby Way; and Old Auburn Rd.

The current 2021 Arterial Resurfacing Project budget is $4,400,000 and is funded by General Fund (1001). The budget adjustment of $1,400,000 from the Highway Users Tax Fund will fund construction and contingency costs, and the revised project budget will be $5,800,000.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
6-24-22		Scott Pettingell Digitally signed by Scott Pettingell Date: 2022.06.30 12:14:35 -07'00'	
Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2022.06.30 12:34:04 -07'00'			
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

RFP #103

DATE: June 7, 2022

TIME: 3:00 PM

BID BOND REQUIRED: YES

BID SUMMARY SHEET

BID OPENING FOR:

2021 General Fund Arterial Resurfacing Project

CITY OF ROSEVILLE CALIFORNIA

Bidders Name City, State	Bid Bond	Total (Bid items #1 to #21)
Central Valley Engineering & Asphalt, Inc. Roseville, CA	✓	$4,904,821 —
Teichert Construction Roseville, CA	✓	$4,160,910 —
Pavement Coatings Co. Sacramento, CA	✓	$4,845,913.50
VSS International West Sacramento, Ca	✓	$4,420,120 —
Martin Brothers Construction Sacramento, CA	✓	$4,702,780 —

Please Sign-In

Staff	*Visitors (Name & Company)*	*Visitors (Name & Company)*
Katrina Six		
Joe Arino		
Jesse Khatkar		
Noah Siviglia		
Joe Speaker		